

GATES, HUDSON & ASSOCIATES, INC.
VA Apartment Lease Contract Declaration

Date of Apartment Lease Contract: 03/15/2018 THIS IS A BINDING DOCUMENT - READ CAREFULLY BEFORE SIGNING

1. **PARTIES:** This Apartment Lease Contract (the "Lease") is between *you*, the resident(s) (*list all people signing the Lease*): Arpit H Parikh and *us*, Gates, Hudson & Associates, Inc., as agent for the owner of the improved residential real estate known as Crystal Towers Apartments (the "Apartment Community"). You have agreed to rent Apartment at 1600 S Eads St Apt 228N, Arlington, VA 22202 (the "Apartment") for use as a private residence only. The terms "Resident", "you" and "your" refer to all residents listed above. The terms "Management", "we," "us," and "our" refer to the company listed above. Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease, a separate Apartment Lease Contract Guaranty for each guarantor is attached. The premises you are renting will be made available to you in a condition permitting habitation, with reasonable safety.

The name, address, and phone number of Management's managing agent who is authorized to receive notices and services of process.

Gates, Hudson & Associates, Inc.
3020 Hamaker Court, Suite 301
Fairfax, VA 22031-2220
(703) 876-9590

2. **OCCUPANTS:** The Apartment will be occupied only by you and (*Please list all other "Occupants" not signing the Lease in the format below*):

Name:

Age:

Relationship To Lessee:

No one else may occupy the Apartment. Persons not listed above must not stay in the Apartment for more than eight (8) consecutive nights without our prior written consent, and may stay in the Apartment no more than twice that many days in any one month.

3. **LEASE TERM:** The initial term of the Lease begins on the 7th day of April, 2018, and ends at midnight the 6th day of October, 2018 (the "Lease Term").

This Lease will automatically renew month-to-month unless either party gives at least sixty (60) days (the "Advance Notice Deadline") written notice of termination or intent to move out as required by Paragraph 25. Please see Paragraph 35 pertaining to Rent Increases and Lease Contract Changes, which can go into effect for month-to-month renewals at the end of the lease term or renewal periods.

4. **SECURITY DEPOSIT:** The total security deposit for all residents in the Apartment is \$200.00, due on or before the date this Lease is signed. This Lease will constitute your receipt for the security deposit. Your security deposit will be deposited and held in an interest bearing account in a federally insured banking institution.
5. **MOVE-IN FEE:** The total move-in fee for all residents in the Apartment is \$0.00. Upon termination of your tenancy, if you do not return the premises to us in a condition permitting habitation, with reasonable safety, you shall remain liable for any damages suffered by us as a result of your failure to properly maintain your apartment.
6. **RENT AND CHARGES:** You will pay \$1,672.00 per month for rent, payable in advance and without demand at the on-site manager's office, or at our online payment site or at our Corporate Office listed above.

You are taking possession of the Apartment on 04/07/2018. Your first payment in the amount of \$1,337.60 shall cover the period from the date you take possession through the end of that month. Otherwise, you must pay your rent on or before the first (1st) day of each month (the "due date") with no grace period. You must not withhold or offset rent unless authorized by statute. If you do not pay all rent on or before the fifth (5th) day of the month, you will pay a late charge of ten percent (10.0%) of the monthly rent listed in this paragraph. Payment by cash is not accepted. We may, at our option, require at any time that you pay all rent and other sums by certified or cashier's check, money order, or one monthly check rather than multiple checks. No personal check from a person who is not a Resident or an Occupant will be accepted. Upon your request or in the event we elect to accept cash, we will provide you with a receipt for payment of rent, security deposit, or other fee or charge paid which states the amount received and the amount of time or obligation it covers. Late charges are an estimation of our time, inconvenience, and overhead in collecting late rent (but are not for attorneys' fees and litigation costs). You will also pay a charge of fifty dollars (\$50.00) for any returned check or dishonored EFT or similar electronic banking payment, plus late charges, in the event your check/EFT or electronic payment is returned, if we do not receive acceptable payment prior to the fifth (5th) day of the month. In the event that your check/EFT or electronic payment is returned, you will be required to make any and all subsequent payments by certified or cashier's check or money order. If you do not pay rent on time, you will be delinquent and all remedies under the Lease will be authorized.

7. **UTILITIES:** You will be responsible for payment for utilities as set forth in the Utility Addendum; for each utility for which you are responsible for payment, you will pay related deposits and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected –



including disconnection for not paying your bills – until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are sub-metered for the Apartment you must pay such billings promptly. If the billing company requests us to pay your bills, we will add the amount of such bills to your rent and treat such amounts as additional rent for all purposes, including seeking possession of your Apartment for nonpayment.

8. **INSURANCE AND SAFETY:** You are required to obtain and maintain your own insurance at your cost for losses due to theft, fire, water damage, and the like. You should be aware that such insurance protects you personally from claims by us and others (including tenants and guests) for damages and lost rent resulting from your negligence. We require that insurance be maintained during the entire time you are a resident in your Apartment, and your failure to do so will constitute a breach of this lease. You shall maintain insurance in a minimum amount of \$100,000 and the policy shall name Landlord as an additional insured on such policy. Landlord shall receive a copy of the insurance coverage (declaration page) showing the coverage and naming Landlord as an additional insured prior to you taking possession of the Apartment.

You are legally bound by this document. Read it carefully before signing. This document includes by reference the terms and conditions of the VA Lease Contract – version – 11/13 and all Addenda between the parties.

This is a binding legal document. Read it carefully before signing.

Resident(s) (all sign below)

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By:

Date



GATES, HUDSON & ASSOCIATES, INC.

APARTMENT LEASE CONTRACT

**(APARTMENT LEASE CONTRACT DECLARATION PAGES
TO BE ATTACHED TO THIS PAGE)**

I acknowledge receipt of this Apartment Lease Contract

Resident(s) *(all sign below)*

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By: _____

Date



GATES HUDSON & ASSOCIATES, INC.
Apartment Lease Contract

9. CONDITION OF THE APARTMENT AND ALTERATIONS

You accept the Apartment, the fixtures, and furniture as is, except for conditions materially affecting the life, health or safety of ordinary persons. We disclaim all implied warranties. You will be given a Move-in Inspection Form on or before move-in. Within seven (7) days after move-in, you must note on the Move-in Inspection Form all defects or damage and return it to our representative. Otherwise, everything in the Apartment will be considered to be in a clean, safe, and good working condition. The Apartment will be made available to you in a condition permitting habitation, with reasonable safety.

You must use customary diligence in maintaining the Apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the Apartment. We do permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, freezers, window a/c units, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or re-keying is permitted unless statutorily allowed or we have consented in advance in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we will supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the Apartment. For as long as you reside in the Apartment, you will replace light bulbs at your expense with bulbs of the same type and wattage. Your improvements to the Apartment (whether or not we consent) become ours unless we agree otherwise in writing.

10. MULTIPLE RESIDENTS OR OCCUPANTS

Each Resident is jointly and individually liable for all Lease obligations. If you or any guest or Occupant violates the Lease or rules, all Residents are considered to have violated the Lease. Our requests and notices to any Resident constitute notice to all Residents and Occupants. Notices and requests from any Resident or Occupant (including repair requests and entry permissions) constitute notice from all Residents. In eviction suits, each Resident is considered the agent of all other Residents in the Apartment for service of process. Security deposit refunds and deduction itemizations of multiple Residents will comply with Paragraphs 29 and 30. Your notice to vacate must be signed by all Residents or it will not be considered valid.

11. COMMUNITY POLICIES OR RULES

You and all guests and Occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease. We may make reasonable changes to written rules effective immediately if they are distributed and applicable to all units in the Apartment Community.

12. LIMITATIONS ON CONDUCT

The Apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances and our rules and regulations. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with Apartment Community rules and posted signs. Glass containers are prohibited in all common areas. No baby carriages, tricycles, bicycles or other articles of personal property may be deposited, allowed or permitted on the patios or balconies of the building, or passageways, parking areas, garages, courts, sidewalks, lawns or other areas of the apartment project.

You, your Occupants, or guests may not, anywhere in the Apartment Community:

- a) Use candles or use kerosene lamps or kerosene heaters without prior written approval;
- b) Cook on balconies or outside; or
- c) Solicit business or contributions.

Conducting any kind of business (including child care services) in your Apartment or in the Apartment Community is prohibited – except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your Apartment for business purposes.

We may regulate:

- a) The use of patios, balconies, and porches;
- b) The conduct of furniture movers and delivery persons; and
- c) Recreational activities in common areas.

You will be liable to us for damage caused by you or any guests or Occupants.

We may exclude from the Apartment Community guests or others who, in our sole judgment, have been violating the law, violating this Lease or any Apartment Community rules, or disturbing other residents, neighbors, visitors, Management representatives or agents. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident or as an Occupant or guest of a specific resident in the community.

13. PROHIBITED CONDUCT

You and your Occupants and/or guests may not engage in the following activities:

- a) Behaving in a loud or obnoxious manner;



- b) Disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and Employees) in or near the Apartment Community;
- c) Disrupting our business operations;
- d) Manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia;
- e) Engaging in or threatening violence;
- f) Possessing a weapon prohibited by state law;
- g) Discharging a firearm in the Apartment Community;
- h) Displaying or possessing, without proper permit, a gun, knife, or other weapon in the common area in a way that may alarm others;
- i) Storing anything in closets having gas appliances;
- j) Tampering with utilities or telecommunications;
- k) Bringing hazardous materials into the Apartment Community; or
- l) Injuring our reputation by making bad faith allegations against us to others.
- m) Engaging in any conduct which is unlawful or which constitutes harassment (whether sexual or directed to or against any person based on that person's protected class status).

You must not permit or allow any family member, agent, employee, guest or invitee to loiter or play in the elevators, lobby, corridors, landings, stairs, lawns, parking areas, entrances, garage, basement or roof areas. You must keep all doors leading from and into the Apartment closed at all times, and we reserve the right to close all such doors in the event of a violation of this provision. You may not make or permit any disturbing noises that unreasonably interfere with the rights, comforts or convenience of other tenants. You must keep the volume of any radio, television or musical instrument in the Apartment sufficiently low at all times so as not to disturb other tenants in the Apartment Community. You may not conduct or permit any vocal or instrumental practice or instruction that disturbs other tenants. In order to prevent noise caused by walking on the floors in your apartment, you must install sufficient carpeting to eliminate noise in contiguous apartments as determined by us.

14. **DELAY OF OCCUPANCY**

If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we are responsible for the delay only to the extent provided by law.

The Lease will remain in force subject to:

- a) Abatement of rent on a daily basis during delay; and
- b) Your right to terminate as set forth below.

Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any prepaid, unearned rent. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that do not prevent you from occupying the Apartment, such cleaning or repairs do not materially affect the life, health or safety of ordinary persons, and habitation is possible with reasonable safety.

If there is delay in providing you with possession of the Apartment, you may terminate, cancel, or rescind your Lease up to the date when the Apartment is ready for occupancy (the time at which we are ready to deliver possession to you) but not later.

15. **PAYMENTS**

Your agreement to pay all sums due under this Lease Contract or related addenda is an independent covenant. At our option and without notice, we may apply money received first to any of your unpaid obligations, then to current rent – regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

16. **LOCKS AND LATCHES**

Keyed lock(s) will be re-keyed after the prior resident moves out.

We must reasonably comply with those requests within a reasonable time, but you must pay for them in advance.

Lockouts: In the event that you are locked out of the Apartment during Management's normal business hours, Management will, if you personally present yourself and have a government-issued ID acceptable to Management, either provide access to the Apartment or will provide a key. The "emergency" key shall not be given to a person who is not named on the Lease Contract as a Resident or Occupant. In the event that you are locked out of the Apartment after Management's normal business hours, you need to call our after-hours emergency number. Our maintenance personnel will provide you with access to your Apartment. You will pay for the cost associated with any lockout.

Paying for Re-keying, Repairs, Etc: You must pay for all repairs or replacements arising from misuse or damage to security devices by you or your family, Occupants, or guests during your occupancy.

You may be required to pay in advance if:

- a) We notify you within a reasonable time after your request that you are more than thirty (30) days delinquent in reimbursing us for repairing or replacing a security device which was misused or damaged by you, your guest or an Occupant or;
- b) If you have requested that we repair, install, change or re-key the same security device during the thirty (30) days preceding your request and we have complied with your request. If you fail to return keys at the termination of your tenancy, you will be responsible for re-keying charges for all locks.

17. **REIMBURSEMENT**

You must promptly reimburse us for loss, damage, government fines, or costs of repairs or service in the Apartment Community due to a violation of the Lease or rules, improper use, or negligence by you or your guests or Occupants.



We are not liable for – and **you** must pay for – repairs, replacement costs, and damage to the following if occurring during the Lease Term or renewal period:

- a) Damage to doors, windows, or screens;
- b) Damage from windows or doors left open; and
- c) Damage from wastewater stoppages caused by improper objects in lines exclusively serving your Apartment, unless the above-listed damage is due to our negligence.

We may require payment at any time, including advance payment of repairs for which you are liable. Delay in demanding sums you owe is not a waiver.

18. RELEASE OF RESIDENT

Unless you are entitled to terminate this Lease under Paragraphs 3, 22, 23 or 24, you will not be released from this Lease for any reason – including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-Residents, loss of employment, bad health or death.

19. EARLY MOVE-OUT

You will be liable to us for all damages we suffer including rent, late charges and damages to the Apartment if you:

- a) Fail to give written move-out notice as required in Paragraph 3;
- b) Move out without paying rent in full for the entire Lease Term or renewal period;
- c) Move out at our demand because of your default; or
- d) Are judicially evicted.

20. DEFAULT BY RESIDENT

You will be in default if:

- a) You do not pay rent or other amounts that you owe;
- b) You or any guest or Occupant violates this Lease, Apartment Community rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs;
- c) You abandon the Apartment;
- d) You give incorrect or false information in a rental application;
- e) You or any Occupant is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; and/or
- f) Any illegal drugs or paraphernalia are found in your Apartment or on your person while on the Apartment Community's grounds.

Eviction

If you are in default, we may seek to end your right of occupancy by giving you a written notice to vacate in accordance with Virginia law and local county and city ordinances. Notices may be delivered by (a) regular mail; (b) certified mail, return receipt requested; (c) personal delivery to any Resident; (d) personal delivery at the Apartment to any Occupant over sixteen (16) years old; or (e) affixing the notice to the outside of the Apartment's main entry door. Termination of your possession rights or subsequent re-letting does not release you from liability for future rent or other Lease obligations, subject to your and our duties to mitigate damages as provided by this Lease or by applicable law. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due if allowed under applicable state or local law; the filing or acceptance does not waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time does not waive our rights to damages; past or future rent or other sums; or to continue with eviction proceedings.

Holdover

You or any Occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different date agreed to by the parties in writing). If a holdover occurs, then: (a) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (b) rent for the holdover period will be increased by twenty-five percent (25.0%) over the then-existing rent, without notice; (c) you will be liable to us for all rent for the full term of the previously signed Lease of a new resident who cannot occupy because of the holdover; (d) at our option, we may extend the Lease Term – for up to one month from the date of notice of lease extension – by delivering written notice to you or your Apartment while you continue to hold over; and (e) we may bring an action for eviction and for damages in conformance with the Virginia Code or applicable county or city ordinances.

Other Remedies

We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated, on any attached Rental Concession Addendum, to be rental discounts or abatements, in addition to other sums due. Such rental discounts, if any, were conditional upon your compliance with all rental obligations under this Lease and with the terms of the Rental Concession Addendum, or as otherwise provided by law. Upon your default, we have all other legal remedies, including lease termination. In the event that we obtain the service of an attorney and take legal action against you in connection with any breach by you of any of the terms or conditions of this Lease, you agree to pay us reasonable attorney's fees, plus all court costs, the costs of any special process server employed by us, and all other additional costs that may be incurred, as a court or tribunal of competent jurisdiction may award, in the event that legal action is instituted against you. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorneys' fees and all other litigation costs. All unpaid amounts after termination of your tenancy bear interest at the rate of eighteen percent (18.0%) per year. You must pay all collection agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you do not pay all sums by that deadline.

Mitigation of Damages



If you move out early, you will be subject to the damages and amounts due specified in this Lease and all other remedies authorized by law. We will exercise customary diligence to re-let the Apartment and minimize damages. We will credit all subsequent rent that we actually received from subsequent residents against your liability for past-due and future rent and other sums due.

21. SURRENDER AND ABANDONMENT

You have surrendered the Apartment when: (a) the move-out date has passed and no one is living in the Apartment in our reasonable judgment; or (b) all Apartment keys and access devices have been turned in where rent is paid – whichever date occurs first.

You have abandoned the Apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you have been in default for non-payment of rent for five (5) consecutive days or water, gas, or electric service for the Apartment not connected in our name has been terminated; and (4) you have not responded for two (2) days to our notice left on the inside of the main entry door, stating that we consider the Apartment abandoned. An Apartment is also "abandoned" ten (10) days after the death of the sole Resident.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-let the Apartment; determine any security deposit deductions; and remove property left in the Apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the Apartment, but do not affect our mitigation obligations.

22. MILITARY CLAUSE

Under the following circumstances, you may terminate the Lease by giving us written notice ("Termination Notice") if you:

- a) Enter into "military service" as that term is defined in 50 USCS Appx § 511; or
- b) Receive permanent change of station orders to depart 35 miles or more (radius) from the location of the Apartment; or
- c) Receive temporary duty orders in excess of three months' duration to depart 35 miles or more (radius) from the location of the Apartment; or
- d) Are discharged or released from active duty with the armed forces of the United States or from full-time duty or technician status with the National Guard; or
- e) Are ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters; or

The Termination Notice is effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered. The termination date shall be no more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Prior to the termination date, you must furnish us a copy of the official notification of the orders or a signed letter, confirming the orders, from the tenant's commanding officer. Military permission for base housing does not constitute a permanent change-of-station order. After move-out, you are entitled to return of your security deposit less lawful deductions. A co-resident who is not your spouse or dependent cannot terminate under this Military Clause.

23. DEATH, INCAPACITATION OR LEGAL DISABILITY

Upon your death (or any one or more persons comprising the residents hereunder), the Lease shall automatically terminate. It is understood and agreed that no interest in the Lease, the leasehold estate created hereby or the apartment will pass to your heirs, administrators or assigns by will, intestacy, gift or grant. If the Lease is terminated by virtue of your death, the termination of the Lease shall not relieve your estate from responsibility for payment of your outstanding obligations under the Lease, nor for the payment for the use and occupancy of the apartment during the administration of the estate until the apartment is actually vacated by all occupants, guests or invitees, including any remaining persons identified as residents herein.

24. REPLACEMENTS AND SUBLETTING

Replacing a Resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining Residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- a) A re-letting charge will not be due;
- b) A reasonable administrative (paperwork) fee will be due, and a re-keying fee will be due if re-keying is requested or required; and
- c) The departing and remaining Residents will remain liable for all Lease obligations for the rest of the original Lease Term.

Restrictions on Subletting

You shall not sublet the Apartment (or any part thereof) or transfer or assign any interest in this Lease. Our acceptance of rent from persons other than you will not be deemed to be consent to an assignment of the Lease or subletting of the Apartment, nor will it create a landlord/tenant relationship between us and such other persons, but rather, the Apartment will remain subject to the tenancy created by this Lease until properly terminated. Assignment of the Lease or subletting of the Apartment without our prior written consent is a material breach of this Lease.

Procedures for Replacement

If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new lease. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve the replacement. The departing Resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Term unless we agree otherwise in writing – even if a new lease is signed.

25. A) MOVE-OUT NOTICE



Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease or any renewal term. You will still be liable for the entire Lease Term if you move out early (Paragraph 3), except under the military clause (Paragraph 22).

YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- a) Your move-out notice must be in writing. Oral move-out notices will not be accepted and will not terminate your Lease.
- b) Your move-out notice must not terminate the Lease sooner than the end of the Lease Term or renewal period.
- c) We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in Paragraph 3.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain written acknowledgement from our representative that we received your move-out notice. If we terminate the Lease, we must give you the same advance notice – unless you are in default.

B) EARLY TERMINATION

During the initial term of this Lease, you shall have the option to terminate your remaining responsibility for rent due for the balance of the Lease Term by providing us with written notice of not less than thirty (30) days together with payment of an early termination fee equal to two (2) months rent. The Lease will be considered terminated upon our receipt of a proper written notice (signed by all Residents), payment of the early termination fee and all rent and other charges due through the date of your vacating the Apartment. If you fail to timely vacate, pay the early termination fee, or pay any other charges due through date of vacating, the attempted early termination permitted by this provision shall be deemed void, and the other provisions of this Lease with respect to charges associated with a breach of the Lease, and your responsibility for such charges, shall apply.

26. MOVE-OUT PROCEDURES

The move-out date cannot be changed unless you and we both agree in writing. You will not move out before the Lease Term or renewal period ends unless all rent for the entire Lease Term or renewal period is paid in full. Early move-out may result in re-letting charges. You are prohibited by law from applying any security deposit to rent. You will not stay beyond the date you are supposed to move out. All Residents, guests, and Occupants must vacate the Apartment on or before the vacate date specified in the notice to vacate. You must give us and the U.S. Postal Service, in writing, each Resident's forwarding address.

27. CLEANING

You must thoroughly clean the Apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you do not clean adequately, you will be liable for reasonable cleaning charges – including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

28. MOVE-OUT INSPECTION

Please be advised that you have a right to be present at our inspection of the Apartment to determine the amount, if any, of your security deposit to be returned. If you desire to be present during our inspection of the Apartment, you must notify us of this desire in writing. After receiving your written notice that you desire to be present for the inspection, we will inform you in writing of the time and date on which the inspection will occur. The date of the inspection will be within seventy-two (72) hours before or after the moving date specified in your notice. Our representative has no authority to bind or limit us regarding deductions for repairs, damages or charges. Any statements or estimates by our representatives or us are subject to correction, modification, or approval/disapproval before final refunding or accounting.

29. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES

You will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; un-reimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the Apartment and is missing; replacing dead or missing smoke detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the Apartment when you or any guest or Occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or re-keying unauthorized security devices or alarm systems; agreed re-letting charges; packing, removing, or storing property removed or stored by us; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to our negligence; animal-related charges; government fees or fines against us for violation (by you, your Occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling or other matters; late payment and returned check charges; a charge (not to exceed \$100.00) for Management's time and inconvenience or expenses actually incurred in our lawful removal of an animal or in any valid eviction proceeding against you, plus reasonable attorneys' fees, court costs, and filing fees actually paid; and other sums due under this Lease.

You will be liable for (a) charges for replacing all keys and access devices provided at move-in or during your tenancy if you fail to return them on or before your actual move-out date; and (b) a re-letting fee if you have violated Paragraph 24.

30. SECURITY DEPOSIT RETURN

We will mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions by first class mail to your last known address no later than forty-five (45) days after termination of your tenancy unless statutes provide otherwise.

31. DISCLOSURE RIGHTS

If someone requests information about you or your rental history for law-enforcement, governmental, or business purposes, we may provide such information if we receive a signed release and/or a commonly recognized subpoena.



32. REQUESTS, REPAIRS, AND MALFUNCTIONS

IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST – FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS – IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Any of our written notes regarding your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters does not waive the strict requirement for written notices under this Lease. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health or safety. We may change or install utility lines or equipment serving the Apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We will act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part as a result of air conditioning problems.

If we believe that fire or catastrophic damage to the Apartment is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease within a reasonable time by giving you written notice. If the Lease is so terminated, we will refund prorated rent and all deposits, less lawful deductions.

33. DEFAULT BY MANAGEMENT

We will act with customary diligence to:

- a) Keep common areas reasonably clean, subject to Paragraph 9;
- b) Maintain fixtures, furniture, hot water, heating and A/C equipment;
- c) Substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- d) Make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate this Lease and exercise other remedies under state statute only in the event that you comply with the following conditions:

- a) You must make a written request for repair or remedy of the condition, and all rent must be current at that time;
- b) After receiving the request, we will have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;

Your right to terminate the Lease under this paragraph is a contractual remedy that is in addition to any other rights and remedies you may have under local law or your local county or city ordinances. This provision does not limit any other rights you have by law.

34. WHEN WE MAY ENTER

If you or any guest or Occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (b) below may peacefully enter the Apartment at reasonable times for the purposes listed in (b) below. If nobody is in the Apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- a) Written notice of the entry is left in a conspicuous place in the Apartment immediately after the entry; and
- b) Entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment or appliances; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or re-keying unauthorized security devices; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing Apartment to prospective Residents (after move-out or vacate notice has been given); showing Apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or in connection with inspection, response to, or compliance with any citation for any alleged housing code violation.
- c) We may enter the Apartment after due notice to you and without reasonable objection during business hours. If practical under the circumstances, we will attempt to provide at least twenty-four (24) hours advance written notice of our intent to enter for the above purposes. We may enter the Apartment immediately without notice under the following circumstances: an emergency situation; when we have good cause to believe you may have damaged the Apartment; if we reasonably believe you are in violation of federal, state or county laws; to stop excessive or unreasonable noise that is disturbing the quiet enjoyment of other residents; to remove health or safety hazards or; to deal with or respond to any situation which is of immediate threat or danger to the health, safety or welfare of our residents or their property, an animal, or our Apartment Community and your Apartment.
- d) You are deemed to have given us permission to enter your Apartment in connection with any request for services, maintenance, or repairs or to respond to housing code complaints. You agree to cooperate fully in providing us access to your Apartment for the same without delay or interference.

35. RENT INCREASES AND LEASE CONTRACT CHANGES

No rent increases or Lease changes are allowed before the initial Lease Term ends, except for changes authorized by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules.

If, at least five (5) days before the Advance Notice Deadline referred to in Paragraph 3, we give you written notice of rent increases or Lease changes effective when the Lease Term or renewal period ends, this Lease will automatically continue month-to-month (modified by sixty (60) day notice provision) with the increased rent or Lease changes. In the absence of rent increases or Lease



changes notification(s), this Lease shall automatically renew at the same monthly rent on a month-to-month basis subject to the sixty (60) day notice termination provision. The modified Lease will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice required by Paragraph 3.

36. **ANIMALS**

No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the Apartment or Apartment Community unless we have so authorized in writing. If we allow an animal, you must sign a separate Animal Addendum and pay a non-refundable animal application fee and associated rent. We will authorize a service animal for a disabled (handicapped) person upon written request and proof of need for accommodation. We may require a written statement from a qualified professional verifying the need for the service animal. You must not feed stray or wild animals in the Apartment Community.

37. **RECREATIONAL FACILITIES**

All persons using any recreational facilities of the Apartment Community do so at their own risk and sole responsibility. We do not assume responsibility for any accident or injury in connection with such use unless caused by our gross negligence or the gross negligence of our respective agents or employees acting within the scope of their employment. We are not liable for failure to operate the swimming pool or any other recreational facility provided, and we reserve the right to close all or any portion of the recreational facilities at any time in our sole discretion, and you will not be entitled to a reduction in rent if your right to use such facilities is interrupted or discontinued. You agree to comply with and/or cause your designated Occupant(s) and their respective agents, employees, invitees and guests to comply with all rules, regulations and procedures adopted by us regarding the access to, and availability, use and operation of, recreational facilities. Failure to comply with and/or cause your designated Occupant(s) and their respective agents, employees, invitees and guests to comply with all such rules, regulations and procedures shall be a material breach of this Lease.

38. **PARKING**

If we have provided unassigned parking for which no charge is made, the unassigned parking may be used only by you on a first come first served, non-exclusive, no-reservation basis. We reserve the right to make rules for the use of all parking; to place limitations upon use of parking at any time after the beginning of the term of this Lease; to issue parking stickers for identification of valid vehicles; to institute a reasonable charge for such use at any time after the beginning of the Lease Term; and to make changes in the rules, regulations and charges from time to time. You understand that if we provide you with garage accommodations, such garage accommodations are optional facilities and may not be included in the rent. Garage accommodations may not be provided to you unless a separate agreement in writing is made between you and us. The use of any garage or parking space(s) by you without a written agreement may be discontinued or terminated at any time by us. No representation is made that sufficient garage or parking space is available for all residents or that the present number of spaces will always be available.

You and your designated Occupant(s) and/or their respective agents, employees, invitees and guests must observe all parking rules and regulations as posted or indicated by us and/or local authorities. Parking of vehicles in other than designated parking areas is prohibited. No boats, trailers, trucks, buses, or commercial vehicles will be permitted on the parking lots, driveways or garages without prior written permission. Motorcycles must be parked in areas designated for motorcycles. Unless otherwise agreed in writing, mini-bikes, motor scooters or go-karts may not be kept, stored or operated on or about any unit(s) or on or about any part of the Apartment Community. Parking and/or driving on grass or the placement of any type of vehicle on a patio or balcony is prohibited. The parking areas are for use only by properly tagged, functioning and authorized motor vehicles. Any vehicle that does not comply with the foregoing provisions will be towed away by us at the vehicle owner's risk and expense. The repair, maintenance, washing and/or testing of motor vehicles and/or their engines anywhere within the Apartment Community is strictly prohibited unless we designate a specific area for such purpose. You agree to remove or cause to be removed any of your vehicles, or your designated Occupants' vehicles, from the parking areas or garage promptly upon the expiration or termination of this Lease or your right to possession of any Apartment(s). The parking of vehicles in violation of the terms of this Lease, requiring the vehicles to be towed, will constitute a material breach of the terms of this Lease.

We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the Apartment Community if it:

- a) Has a flat tire or other condition rendering it inoperable;
- b) Is on jacks, blocks or has wheel(s) missing;
- c) Has no current license or no current inspection sticker;
- d) Belongs to a Resident or Occupant who has surrendered or abandoned the Apartment;
- e) Is parked in a marked handicap space without the legally required handicap insignia;
- f) Is parked in a space marked for manager, staff, or guest at the office;
- g) Blocks another vehicle from exiting;
- h) Is parked in a fire lane or designated "no parking" area;
- i) Is parked in a space marked for other resident(s) or unit(s), or the vehicle blocks or occupies more than one space;
- j) Is parked on the grass, sidewalk, or patio; or
- k) Blocks garbage trucks from access to a dumpster.

You hereby irrevocably constitute and appoint us as your attorney in fact to remove any vehicle parked in violation of this Lease, parking rules or regulations and to store the vehicle, at your cost and expense, in such place or places as we, in our sole discretion, may deem proper, or to dispose of the vehicle in the manner provided by applicable law. A lien for the costs and expenses of towing and storing a vehicle may be enforced by us in the manner and to the extent provided under applicable law. You agree to indemnify and hold us harmless from claims and all costs and expenses incurred, including but not limited to reasonable attorney's fees, resulting from the towing of motor vehicles belonging to you, your designated Occupant(s) and/or their respective agents, employees, invitees or guests.



39. STORAGE SPACES

In the event that we provide you with a storage space, external to the Apartment, at any time during the Lease Term, you understand that we are providing such storage space gratuitously. Your use of any storage space is subject to the terms of this Lease, the attached Storage Space Addendum and any applicable Apartment Community rules and regulations. Mechanical rooms, equipment rooms, electrical rooms and meter rooms are not designated storage areas and items discovered in these rooms will be removed and disposed of by Management.

40. PACKAGES

If you would like Management to be able to accept packages on your behalf, you must, in writing, authorize us to do so. Your authorization for Management to accept packages on your behalf is at your sole risk, and Management shall not be liable for any package delivered for you. In the event that Management receives and accepts any package on your behalf, whether or not authorized to do so, you agree that Management does not assume any responsibility for loss of or damage to your package.

41. RESIDENT SAFETY AND PROPERTY LOSS

You and all Occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines found in this Lease.

Smoke Detectors

We will furnish smoke detectors as required by statute, and we will test them and provide working batteries when you first take possession. For as long as you reside in the Apartment, you must pay for and replace dead or missing batteries at your expense. A hard-wired backup has been installed; to the extent you are responsible, electrical service to your Apartment must be maintained at all times. **You must immediately report smoke detector malfunctions to us.** Neither you nor others may disable smoke detectors. If you damage or disable a smoke detector, or if you remove a smoke detector battery without replacing it with a working battery or fail to replace a dead battery or report malfunctions to us, you may be liable to us for all amounts authorized by state statute, plus actual damages, and attorneys' fees for any loss, damage, or fines from fire, smoke, or water. Such action will be deemed a material, non-remedial default under this Lease entitling us to terminate this Lease and obtain possession of the Apartment.

Casualty Loss

We are not liable to any Resident, guest or Occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, acts of terrorism, theft, or vandalism unless otherwise required by law. Unless we instruct otherwise, you must, for twenty-four (24) hours a day during freezing weather: (a) keep the Apartment heated to at least fifty (50) degrees Fahrenheit; (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You will be liable for damage to our and/or others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives or agents to perform services not contemplated in this Lease, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency

Dial 911 or immediately call local medical, emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You will not treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we are not liable to you or any guests or Occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We are not responsible for obtaining criminal-history checks on any Residents, Occupants, guests, or contractors in the Apartment Community. If you are, or any Occupant or guest is, affected by crime, you must make a written report to our representative and to the appropriate law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

Solicitation

Solicitors are not permitted in the building and/or the apartment project. If you are solicited, you should notify the management office immediately.

42. SECURITY GUIDELINES

In cooperation with the National Apartment Association, we would like to advise you of some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other Occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT

- 1) Lock your doors and windows – even while you are inside.
- 2) Engage the keyless deadbolts on all doors while you are inside.
- 3) Do not put your name, address, or phone number on your key ring.
- 4) If you are concerned because you have lost your key or because someone you distrust has a key, ask the management to re-key the locks. You may request this service provided you pay for the re-keying. We cannot refuse to provide a key to an authorized Resident unless a court order exists (and is provided to us) precluding entry to such Resident.
- 5) Dial 911 for emergencies. If the 911 service does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If any emergency arises, call the appropriate governmental authorities first, then call the management.
- 6) Check your smoke detector monthly to make sure it is working properly and the batteries have sufficient energy.
- 7) Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
- 8) Immediately report to Management (in writing, dated/signed) any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.



- 9) Immediately report to management (*in writing, dated/signed*) any malfunction of other safety devices outside Apartment, such as broken gate locks, burned out lights in stairwells & parking lots, blocked passages, broken railings, etc.
- 10) Close curtains, blinds, and window shades at night.

PERSONAL SECURITY – WHILE OUTSIDE YOUR APARTMENT

- 1) Lock your doors while you are gone. Lock any door-handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar that you have.
- 2) Close and latch your windows while you are gone, particularly when you are on vacation.
- 3) Do not give entry keys, codes or electronic gate cards to anyone.
- 4) Let the manager and your friends know if you will be gone for an extended time. Ask your neighbors to watch your Apartment since the management cannot assume that responsibility.

PERSONAL SECURITY – WHILE USING YOUR CAR

- 1) Lock your car doors and roll up the windows when leaving your car parked.
- 2) Do not leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
- 3) Do not leave your keys in the car.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system cannot prevent crime. Always act as if security systems do not exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

43. MISCELLANEOUS

You submitted an application to us to execute this Lease. In the event that any of the representations in your application are found to be misleading, incorrect or untrue, we shall have the right to treat such misleading, incorrect or untrue representation as a breach of this Lease. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease, executed addenda, and published and attached rules and regulations are the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. Notices may not be given by email.

Exercising one remedy will not constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or Management Company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease. All notices and documents may be in English and, at our sole option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease obligations must be performed in the county where the Apartment is located.

44. ORIGINALS AND ATTACHMENTS

This Lease has been executed in multiple originals, with original signatures – one for you and one or more for us. Our rules and Apartment Community policies, if any, will be attached to the Lease and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. To the extent that this lease is being signed electronically, it will serve as your original.

45. LOCAL LAWS AND ORDINANCES

It is the intent of the parties to comply with the laws of Virginia, including local, county and municipal ordinances. The terms of this Lease may be modified by another addendum which conforms to the laws of the jurisdiction in which this Apartment Community is located. If there is any conflict in the terms of that addendum and this Lease, the conflicting terms of that other addendum shall control. In the event no other addendum is attached to this Lease and the local laws or ordinances provide additional rights or remedies not included herein, this Lease is amended by reference to such local laws and ordinances to incorporate the terms, rights, or remedies thereof herein. It is the intent of the parties to have this Lease construed to include any such rights or remedies herein, and the provision of such laws or ordinances shall supersede and control over the language of this Lease to the extent they are in conflict. If any of the provisions of this Lease are found to be unenforceable or void, then you and we agree that such unenforceable lease provisions shall be disregarded by the court, and the remaining enforceable provisions of this Lease will remain enforceable and binding on both you and us and will be enforceable to reflect the intent of the parties.



**APARTMENT LEASE CONTRACT
COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM**

Date: 03/15/2018

Becomes Part of the Lease

Please note: To the extent that any provision(s) contained in the Lease Agreement is in conflict with the provisions set forth in this Addendum, the Lease Agreement is modified to conform to this Addendum and applicable local law.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the Management named in the Lease (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION:** 1600 S Eads St Apt 228N (street address) in Arlington (city), VA (state), 22202 (zip code) at Crystal Towers Apartments.

2. **LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 04/07/2018Residents (*list all residents*): Arpit H Parikh

3. **GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES.**

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Apartment Community is a privilege and license granted by us, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by us at any given time for lawful reason. In all cases, the strictest terms of either the Lease, this Addendum, or the Community Rules shall control. We reserve the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon our needs in our sole and absolute discretion, without notice, obligation to recompense of any nature to Resident. We may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agree to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to the Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S) OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of the Owner.

4. **POOL.** If this Community has a pool, when using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. We are not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- Persons under the minimum age (posted at the pool) must be accompanied at all times by a lessee or legal guardian.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify us any time there is a problem or safety hazard in the pool.

IN CASE OF EMERGENCY DIAL 911

5. **FITNESS CENTER.** If this Community has a fitness center, when using the fitness center, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by the Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Persons under the minimum age (posted at the Fitness Center) must be accompanied at all times by a lessee or legal guardian.



- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.
6. **PACKAGE RELEASE.** If this Community accepts packages on behalf of residents.
- Resident(s) gives us permission to sign and accept any parcels or letters sent to the Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that we do not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold us harmless for the same.
7. **BUSINESS CENTER.** If this Community has a business center.
- Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Community Rules. We are not responsible for data, files, programs or any information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, pornographic images or files (in the sole judgment of the Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center. Persons under the age of 18 must be accompanied by a lessee or legal guardian.
8. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- All vehicles must be registered at the Management office.
 - Any vehicle(s) not registered, considered abandoned, or violating the Lease, Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
 - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, or driveway, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
 - The washing of vehicles is not permitted on the property unless specifically allowed in the designated area.
 - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of Management.
 - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
9. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
 - No person shall knowingly maintain a fire hazard.
 - **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 30 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fire.
 - Fireplaces: Only firewood is permitted in the fireplace. No artificial substances, such as Dura flame logs, are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
 - Flammable or combustible liquids and fuels should not be used or stored (including stock for sale) in apartments, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
 - No person shall block or obstruct any exit, aisle, passageway, hallway, or stairway leading to or from any structure.
 - Resident(s) are solely responsible for fines or penalties caused by their actions in violation with fire protection codes.
10. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, we may conduct extermination operations in Residents' apartment several times a year and as needed to prevent insect infestation. We will notify you in advance of extermination in your apartment, and give you instructions for the preparation of the apartment and safe contact with insecticides. You will be responsible to prepare the apartment for extermination in accordance with our instructions. If you are unprepared for a scheduled treatment date we will prepare your apartment and charge you accordingly. You must request extermination treatments in addition to those regularly provided by us in writing. **You agree to perform the tasks required by us on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**
- Clean in all cabinets, drawers and closets in kitchen and pantry.
 - If roaches have been seen in closets, remove contents from shelves and floor.
 - Remove infants from the apartment.
 - Remove pets or place them in bedrooms, and notify us of such placement.
 - Remove chain locks or other types of obstruction on day of service.
 - Cover fish tanks and turn off their air pumps.
 - Do not wipe out cabinets after treatment.
- In the case of suspected or confirmed bed bug infestation, you will agree to the following:
- You will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
 - You will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
 - You will cooperate with our cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.
- RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY US IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES.**
11. **MAINTENANCE.** Maintenance service requests are to be directed to the Management Office. Emergency maintenance service is available after hours to handle request of a true emergency nature which cannot wait until normal business hours.



12. **LAUNDRY.** Communities are furnished either with laundry rooms or equipped with individual washers and dryers in the apartments. Privately owned laundry equipment is not permitted. Residents and guests will adhere to the rules and regulations posted in the laundry room and Management policies.
13. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
14. **WATER BEDS.** Resident shall not have water beds or other water furniture in the apartment without prior written permission from us.
15. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies and patios.
16. **SIGNS.** Resident shall not display any signs, exterior lights or markings on apartment. No awnings or other projections shall be attached to the outside of the building of which apartment is a part.
17. **SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
18. **WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by us in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not affect the validity of the remaining portions of this addendum, the Apartment Lease Contract or any other addenda to the Apartment Lease Contract.

This is a binding legal document. Read it carefully before signing.

Resident(s) (all sign below)

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By:

Date



**APARTMENT LEASE CONTRACT
CONSTRUCTION ADDENDUM**

Date: 03/15/2018

Becomes Part of the Lease

Please note: To the extent that the terms of this Construction Addendum conflict with those of the Lease, this Construction Addendum shall control.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the Management named in the Lease (not to the property manager or anyone else).

This construction addendum is made part of the Lease Agreement dated 04/07/2018 entered into by and between Gates, Hudson & Associates, Inc., as agent for the owner of the improved residential real estate known as Crystal Towers Apartments ("LANDLORD" and Arpit H Parikh ("RESIDENT").

In consideration of the mutual covenants contained herein and other good and valuable consideration the value and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Resident desires to enter into a new lease or lease renewal for the premises located at apartment #0228N, Crystal Towers Apartments, 1600 South Eads Street, Arlington, VA 22202 (hereinafter collectively referred to as the "Premises").
2. Commencing in the spring of 2016, and continuing for approximately two (2) years, Crystal Towers will be undergoing a significant upgrade and substantial construction to improve the appearance and livability of Crystal Towers for its residents. The start date and time for completion are estimates and therefore are subject to change.
3. The contemplated upgrades and construction will include common areas of the Premises as well as the renovation of courtyards of individual apartment units.
4. Resident acknowledges and agrees that prior to signing a new lease or a renewal lease that Resident has carefully considered the construction which will occur and recognizes the rent to be paid under the lease or renewal lease reflects the fact that construction will be ongoing during Resident's lease term. Therefore, Resident waives any right to withhold rent due to inconveniences or disturbance of quiet enjoyment of Resident's apartment or the common areas during the term of this lease or subsequent lease. Resident further waives any claims or right to reduce any payment of rent based upon the construction and resulting noise, dust, debris, lack of quiet enjoyment or other inconveniences (including, but not limited to, relocation or reduction of parking facilities and other services and amenities in and around the Premises) based on or attributable to the construction.
5. Except as modified by this Construction Addendum, the lease shall remain in full force and effect. If a conflict arises between this Construction Addendum and Lease Agreement, then the terms of this Construction Addendum shall prevail.

This is a binding legal document. Read it carefully before signing.

Resident(s) (all sign below)

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By: _____

Date



**APARTMENT LEASE CONTRACT
CONCESSION ADDENDUM**

Date: 03/15/2018

Becomes Part of the Lease

Please note: To the extent that any provision(s) contained in the Lease Agreement is in conflict with the provisions set forth in this Addendum, the Lease Agreement is modified to conform to this Addendum and applicable local law.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the Management named in the Lease (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION:** 1600 S Eads St Apt 228N (street address) in Arlington (city), VA (state), 22202 (zip code) at Crystal Towers Apartments.

2. **LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 04/07/2018Residents (list all residents): Arpit H Parikh

The Lease Contract referred to in this Addendum is the "Lease" executed by Management and Resident(s).

3. Landlord and Tenant hereby acknowledge that the market rent for said premises is \$1,672.00 per month as stated in the Lease Agreement.
4. Tenant acknowledges that he/she has received a credit(s) listed below to be used toward the rent and not toward the payment of utility rent, parking fees, pet fees, or any other miscellaneous fees or charges.

- ☐ \$0.00 Monthly Rent Concession credit beginning _____ and ending _____
- ☐ \$0.00 Monthly Parking Rent Concession credit beginning _____ and ending _____
- ☐ \$0.00 Monthly Storage Rent Concession credit beginning _____ and ending _____
- ☐ \$0.00 One-Time Concession credit beginning _____ and ending _____
- ☒ \$500.00 Amenity Fee/Move In Fee Promotional Discount beginning 04/07/2018 and ending 04/30/2018

5. Tenant acknowledges that said rent credit is not transferable or renewable.

This is a binding legal document. Read it carefully before signing.

Resident(s) (all sign below)

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By: _____



Date



APARTMENT LEASE CONTRACT LIABILITY INSURANCE ADDENDUM

Date: 03/15/2018

Becomes Part of the Lease

Please note: Liability Insurance Required by Resident

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the Management named in the Lease (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION:** 1600 S Eads St Apt 228N (street address) in Arlington (city), VA (state), 22202 (zip code) at Crystal Towers Apartments.

2. **LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 04/07/2018

Residents (list all residents): Arpit H Parikh

The Lease Contract referred to in this Addendum is the "Lease" executed by Management and Resident(s).

Resident agrees to obtain and maintain, at Resident's 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 third parties in the amount not less than \$100,000 per occurrence (Insurance Requirement). At the Resident's discretion, and sole expense, Resident may purchase an insurance policy covering Resident's personal property or belongings; however Resident is only required to meet the \$100,000 per occurrence liability insurance requirement. Such liability insurance does not protect Resident against loss or damage to Resident's personal property or belongings - only a renter's insurance policy does this. Lessor also retains the right to hold Residents' responsible for any losses in excess of Residents' insurance coverage or for damages not covered.

Resident acknowledges that property or liability insurance maintained by Lessor may not protect Resident against personal injury, loss or damage to Resident's personal property or belongings, or to cover Resident from Resident's own liability from injury, loss or damage from fire or other negligent acts Resident (or Resident Occupant's or Guests) may cause others. Resident acknowledges they are not considered a co-insured of the Lessor and not protected under Lessor's fire insurance. Resident also acknowledges that by not maintaining a policy of personal liability insurance, he/she may be liable to others, including, if applicable, Lessor, for loss or damage from fire or other negligent acts caused by the actions of Resident or any of Resident's Occupants or Guests.

Resident further acknowledges that Lessor has made available to residents at the Apartments a program (the "Program") providing residents with an opportunity to purchase policies of renter's insurance or personal liability insurance directly from Multifamily Insurance Partners, LLC. However, Resident is 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, simply provide proof of this coverage, with Gates, Hudson & Associates, Inc. listed as an "interested party" to the address below. Gates Hudson & Associates, Inc. P.O. Box 488 Pickerington, Ohio 43147**

Resident hereby makes the following election with respect to personal liability insurance (**CHECK ONE**)

- ☒ Resident agrees to purchase personal liability insurance from Multifamily Insurance Partners, LLC through the Program. You may access this Program at www.MfipRenterins.com or by calling (855) 846-9278.

OR

- ☐ Resident agrees to maintain a policy of \$100,000 personal liability insurance from an insurance company of Resident's choosing (other than through Multifamily Insurance Partners, LLC). If Resident elects to purchase the required personal liability insurance from a company other than Multifamily Insurance Partners, LLC, Resident will provide Lessor with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of this Lease, subsequent renewal periods and from time to time thereafter upon Lessor's request.

Resident acknowledges that failure to provide written proof and maintain the Insurance Requirement shall be a Default in accordance under the terms of the Lease, and Lessor 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.

In the event Resident fails to maintain insurance as required in this Addendum, Landlord has the right, but not the obligation, to force place renter's insurance and liability insurance coverage. Any expenses incurred by Landlord as a result of Landlord's force placing insurance on behalf of Resident, including but not limited to the cost of insurance premiums, expediting charges, fees, administrative costs, costs of administering and overseeing the force placed insurance policy, shall be the sole responsibility of Resident and shall be deemed additional rent pursuant to the Lease and subject to a late charge if not paid within five (5) days of invoicing by Landlord. In the event that Landlord force places insurance coverage,



Resident acknowledges and agrees that the coverage of such insurance may not be as beneficial to Resident (as Resident's own insurance) and the premiums may be more expensive than the premiums due if Resident were to obtain/maintain a renter's insurance policy on their own behalf.

Failure to comply with the terms of this Addendum shall be a material breach of the Apartment Lease Contract and shall entitle Landlord to all remedies at law and under the Lease.

This is a binding legal document. Read it carefully before signing.

Resident(s) *(all sign below)*

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By:

Date



APARTMENT LEASE CONTRACT AMENITY FEE ADDENDUM

Date: 03/15/2018

Becomes Part of the Lease

Please note: To the extent that any provision(s) contained in the Lease Agreement is in conflict with the provisions set forth in this Addendum, the Lease Agreement is modified to conform to this Addendum and applicable local law.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the Management named in the Lease (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION:** 1600 S Eads St Apt 228N (street address) in Arlington (city), VA (state), 22202 (zip code) at Crystal Towers Apartments.

2. **LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 04/07/2018

Residents (list all residents): Arpit H Parikh

The Lease Contract referred to in this Addendum is the "Lease" executed by Management and Resident(s).

3. **Amenity Fee:** Resident acknowledges that the monthly rent at this Community does not include payment to Management for use of amenities in the Community. You must make a one-time, non-refundable payment of \$500.00 (the "Amenity Fee") for use, in common with other residents, of the amenities of the Community. The Amenity Fee is not part of your Security Deposit and will not be returned at the end of the Term of this Lease.
4. **General:** All persons using the available recreational facilities, including, without limitation, the party room, and fitness center, do so at their own risk and sole responsibility and will do so subject to the posted rules governing such facilities. Management does not assume responsibility for any accident or injury in connection with such use unless caused by the direct actual and affirmative negligence of Management or Management's employees acting within the scope of their employment. Management is not liable for failure to operate the fitness center, or any other recreational facility or amenity provided. Management reserves the right to close the fitness center, or other facilities at any time in its sole discretion, and Resident will not be entitled to a reduction in rent, or to a return of any portion of the Amenity Fee, if Resident's right to use such facilities is interrupted or discontinued. Resident agrees to comply with all rules, regulations and procedures adopted by Management regarding the availability, access, use and operation of the fitness center, or recreational facilities by Resident, members of Resident's family, his/her agents, employees, guests and invitees and failure to comply with all such rules, regulations and procedures, shall be a material breach of this Lease.

This is a binding legal document. Read it carefully before signing.

Resident(s) (all sign below)

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By:

Date



APARTMENT LEASE CONTRACT UTILITY ADDENDUM

Date: 03/15/2018

Becomes Part of the Lease

Please note: To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the Management named in the Lease (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION:** 1600 S Eads St Apt 228N (street address) in Arlington (city), VA (state), 22202 (zip code) at Crystal Towers Apartments.

2. **LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 04/07/2018Residents (list all residents): Arpit H Parikh

The Lease Contract referred to in this Addendum is the "Lease" executed by Management and Resident(s).

3. Responsibility for payment of utilities will be as indicated in Items 4-7. Unless otherwise stated, Resident will pay for all items checked.

4. **WATER/SEWER SERVICE:** for Resident's apartment will be paid: ☐ By Management OR ☒ By Resident

If paid by Resident, the water and sewer bill will be based on one of the following methods:

- ☐ Sub-metering based on all water measured or a hot/cold water ratio method ratio method to determine corresponding water & sewer use;
- ☒ Actual occupancy for Resident's unit;
- ☐ A ratio occupancy method for Resident's unit;
- ☐ Square footage of Resident's unit;
- ☐ A combination of any or all of these factors;
- ☐ A flat monthly rate of ☐ 1 Br \$ _____ ☐ 2 Br \$ _____ ☐ 3 Br \$ _____ ☐ 4 Br \$ _____
- ☐ 1 Br Den/Sunroom \$ _____ ☐ 2 Br Den/Sunroom \$ _____ ☐ 3 Br Den \$ _____
- ☐ _____

5. **TRASH COLLECTION:** for Resident's apartment will be paid: ☐ By Management OR ☒ By Resident

If paid by Resident, the trash bill will be based on one of the following methods:

- ☐ Actual occupancy of Resident's unit;
- ☐ A ratio occupancy method for Resident's unit;
- ☐ Square footage of Resident's unit;
- ☐ A combination of any or all of these factors;
- ☒ A flat monthly rate of ☐ 1 Br \$ _____ ☐ 2 Br \$ _____ ☐ 3 Br \$ _____ ☐ 4 Br \$ _____
- ☐ 1 Br Den/Sunroom \$ _____ ☐ 2 Br Den/Sunroom \$ _____ ☐ 3 Br Den \$ _____
- ☐ _____



6. **GAS SERVICE:** for Resident's apartment will be paid: ☐ By Management OR ☒ By Resident

If paid by Resident, the gas bill will be based on one of the following methods:

- ☐ Direct metered;
- ☐ Sub-metering of Resident's gas use;
- ☐ Allocation based on actual occupancy;
- ☐ Allocation based on a ratio occupancy method;
- ☒ Allocation based on square footage;
- ☐ Allocation of charges by one of the above methods for the cost of heating hot water in a central boiler system;
- ☐ Allocation of charges for HVAC systems, fireplaces, or other system using a run-time monitoring device or other energy allocation equipment;
- ☐ A combination of any or all of these factors;
- ☐ A flat monthly rate of ☐ 1 Br \$ _____ ☐ 2 Br \$ _____ ☐ 3 Br \$ _____ ☐ 4 Br \$ _____
- ☐ 1 Br Den/Sunroom \$ _____ ☐ 2 Br Den/Sunroom \$ _____ ☐ 3 Br Den \$ _____
- ☐ _____

7. **ELECTRIC SERVICE:** for Resident's apartment will be paid: ☐ By Management OR ☒ By Resident

If paid by Resident, the electric bill will be based on one of the following methods:

- ☐ Direct metered;
- ☐ Sub-metering of Resident's electric use;
- ☒ Allocation based on actual occupancy;
- ☐ Allocation based on a ratio occupancy method;
- ☐ Allocation based on square footage;
- ☐ Allocation of charges by one of the above described methods for electricity used in a HVAC system;
- ☐ Allocation of charges for HVAC systems using a run-time monitoring system or other energy allocation device;
- ☐ A combination of any or all of these factors;
- ☐ A flat monthly rate of ☐ 1 Br \$ _____ ☐ 2 Br \$ _____ 3 Br \$ _____ ☐ 4 Br \$ _____
- ☐ 1 Br Den/Sunroom \$ _____ ☐ 2 Br Den/Sunroom \$ _____ ☐ 3 Br Den \$ _____
- ☐ _____

8. Resident acknowledges that Management reserves the right on 60 days written notice to begin billing Resident for utilities not checked above or to change billing to a new method at the Management's discretion.
9. For each and every utility for which Resident is responsible for payment, Resident agrees to place the utility account for the Apartment in Resident's name within thirty (30) days. If the utility company requests us to pay your bills, as a result of your failure to place the account in your name, we will add the amount of such bills to your rent and treat such amounts as additional rent for all purposes, including seeking possession of your Apartment for nonpayment.
10. Bills for utilities are payable upon receipt. Resident's failure to pay the utility bill is a material and substantial breach of the Lease and shall entitle Management to exercise all remedies available under the Lease. Any disputes relating to the computation of the Resident's bill or the accuracy of any sub-metering device will be between the Resident and Management or the utility billing company.



This is a binding legal document. Read it carefully before signing.

Resident(s) *(all sign below)*

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By:

Date



APARTMENT LEASE CONTRACT LEAD BASED PAINT ADDENDUM

Date: 03/15/2018

Becomes Part of the Lease

DISCLOSURE FORM FOR TARGET HOUSING RENTALS AND LEASES

Lead Warning Statement

Housing built before 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.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the Management named in the Lease (not to the property manager or anyone else).

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☒ 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 (check (i) or (ii) below):

☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards are present in the housing (list documents below).

☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee Acknowledgement (AP)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (_____)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certificate of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.



This is a binding legal document. Read it carefully before signing.

Resident(s) *(all sign below)*

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By: _____

_____ Date



APARTMENT LEASE CONTRACT MOLD ADDENDUM

Date: 03/15/2018

Becomes Part of the Lease

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwellings.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the Management named in the Lease (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION:** 1600 S Eads St Apt 228N (street address) in Arlington (city), VA (state), 22202 (zip code) at Crystal Towers Apartments.

2. **LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 04/07/2018

Residents (*list all residents*): Arpit H Parikh

The Lease Contract referred to in this Addendum is the "Lease" executed by Management and Resident(s).

The Apartment was inspected prior to your move-in date, and there is no visible mold in the kitchen, bathroom(s) or other areas of the Apartment. By signing below, Resident hereby agrees to maintain the Apartment in a manner consistent with prevention of an infestation of mold or mildew in the Apartment.

3. **About Mold:** Mold is found both indoors and outdoors and in both new and old structures. Resident is hereby notified that the Apartment is subject to the infestation of mold or mildew if not properly maintained. Molds are naturally occurring microscopic organisms that reproduce by spores. When moldy materials are damaged or disturbed, mold spores are released and spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a structure, mold can grow.
4. **PREVENTING MOLD BEGINS WITH YOU:** In order to minimize the potential for mold growth in the Apartment, Resident is required to do the following:
- Resident shall take all reasonable measures to control the moisture level of the Apartment by immediately reporting to Management, in writing, any water intrusion, such as plumbing leaks, drips or "sweating" pipes.
 - Resident shall keep the Apartment clean, particularly the kitchen and bathroom carpets and floors. All moldy food must be thrown away immediately and removed from the Apartment.
 - Resident shall promptly notify Management about any air conditioning or heating problems in the Apartment. Resident shall maintain the temperature in the Apartment within ten degrees (10°) of seventy-two degrees (72°) at all times. Resident agrees not to run air conditioning while windows are open.
 - Resident shall use bathroom fans while showering or bathing and immediately report to Management any non-working fans. While showering, resident shall keep the shower curtain inside the bathtub or fully close the shower doors. After showering or bathing, Resident shall leave the bathroom door open until all moisture on the mirrors and walls of the bathroom has dissipated and shall hang up towels and bath mats so that they will dry completely. Resident shall use exhaust fans whenever cooking, dishwashing or cleaning.
 - Resident agrees not to wash clothes in the bathroom or hang clothes to dry in the bathroom on a regular or routine basis.
 - Resident shall conduct a visual inspection of the Apartment for the presence of mold growth, including but not limited to window frames, carpet, ceiling tiles, wallpaper, and Resident's personal property, at least once every two weeks. Resident shall immediately report to Management any mold growth inside the Apartment.
 - Resident agrees not to bring any personal property into the unit that may contain mold, especially such items as sofas, mattresses, and pillows. Resident agrees that he/she may be held responsible for property damage to the Apartment. Management will not be liable for any resulting health problems caused by Resident's failure to comply with this Addendum.
 - In the event, after you inspect the Apartment, you believe there is mold in the Apartment, you must advise us in writing within five (5) days of your move-in date. Resident hereby agrees to hold Management harmless from any causes of action, demands, liabilities, losses, or claims for damages and expenses, including attorneys' fees, to the extent that such claims arise out of, or are based upon, Resident's failure to comply with this Addendum.



This is a binding legal document. Read it carefully before signing.

Resident(s) *(all sign below)*

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By:

Date



APARTMENT LEASE CONTRACT CARBON MONOXIDE ADDENDUM

Date: 03/15/2018

Becomes Part of the Lease

Please note: To the extent that any provision(s) contained in the Lease Agreement is in conflict with the provisions set forth in this Addendum, the Lease Agreement is modified to conform to this Addendum and applicable local law.

In this document, the terms “you” and “your” refer to all residents listed below and all occupants or guests; and the terms “we,” “us,” and “our” refer to the Management named in the Lease (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION:** 1600 S Eads St Apt 228N (street address) in Arlington (city), VA (state), 22202 (zip code) at Crystal Towers Apartments.

2. **LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 04/07/2018

Residents (*list all residents*): Arpit H Parikh

The Lease Contract referred to in this Addendum is the “Lease” executed by Management and Resident(s).

Protect your family and yourself from Carbon Monoxide poisoning. Carbon Monoxide (CO) is a colorless, odorless gas, which at high levels can cause death. Anyone with exposure to gas burning appliances (i.e. gas furnaces, gas dryers, gas water heaters, gas ranges and gas fireplaces) are at risk.

NEVER IDLE A CAR OR ANY FUEL ENGINE OR APPLIANCE IN A GARAGE—EVEN IF THE GARAGE DOOR TO THE OUTSIDE IS OPEN. FUMES CAN BUILD UP VERY QUICKLY IN THE GARAGE AND LIVING AREA OF YOUR HOME.

Symptoms of Carbon Monoxide poisoning at moderate levels can be severe headache, dizziness, mental confusion, nausea or feeling faint. Low levels can cause shortness of breath, mild nausea and mild headaches. Exposure to even low levels can result in long-term health issues or death. The symptoms are similar to other illnesses, such as the flu or food poisoning and are sometimes confused with those.

Ask yourself the following questions:

- Do your symptoms occur only in the house?
- Do they disappear when you leave home and then reappear when you return?
- Is anyone else in your household complaining about similar symptoms?
- Did everyone’s symptoms appear at about the same time?

Don’t ignore symptoms, particularly if more than one person is feeling them. You could lose consciousness and die if you do nothing. If you experience symptoms that you think might be from CO poisoning:

- GET FRESH AIR IMMEDIATELY. Open doors and windows turn off combustible appliances and LEAVE THE HOUSE.
- GO TO AN EMERGENCY ROOM and tell the physician you suspect CO poisoning. CO poisoning can be diagnosed by a blood test.
- NOTIFY PROPERTY MANAGEMENT IMMEDIATELY.

Carbon Monoxide detectors can be purchased at most local hardware stores for use in your residence. You are encouraged to obtain a Carbon Monoxide detector and install and maintain it according to the manufacturer’s instructions. The property is not responsible for the installation or effective operation of your Carbon Monoxide detector. I understand and agree to comply with the preceding instructions regarding Carbon Monoxide poisoning.

For more information, call the Customer Product Safety Commission at 800-438-4318 or the EPA at 800-638-2772.



This is a binding legal document. Read it carefully before signing.

Resident(s) *(all sign below)*

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By:

Date



APARTMENT LEASE CONTRACT ASBESTOS ADDENDUM

Date: 03/15/2018

Becomes Part of the Lease

Please note: To the extent that any provision(s) contained in the Lease Agreement is in conflict with the provisions set forth in this Addendum, the Lease Agreement is modified to conform to this Addendum and applicable local law.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the Management named in the Lease (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION:** 1600 S Eads St Apt 228N (street address) in Arlington (city), VA (state), 22202 (zip code) at Crystal Towers Apartments.

2. **LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 04/07/2018Residents (*list all residents*): Arpit H Parikh

The Lease Contract referred to in this Addendum is the "Lease" executed by Management and Resident(s).

3. **ASBESTOS:** In most dwellings which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.
4. **FEDERAL RECOMMENDATIONS:** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbances of those materials.
5. **COMMUNITY POLICIES AND RULES:** You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceiling, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to the management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

This is a binding legal document. Read it carefully before signing.

Resident(s) (*all sign below*)

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By: _____

Date



APARTMENT LEASE CONTRACT BED BUGS ADDENDUM

Date: 03/15/2018

Becomes Part of the Lease

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regards to bed bugs.

In this document, the terms “you” and “your” refer to all residents listed below and all occupants or guests; and the terms “we,” “us,” and “our” refer to the Management named in the Lease (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION:** 1600 S Eads St Apt 228N (street address) in Arlington (city), VA (state), 22202 (zip code) at Crystal Towers Apartments.

2. **LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 04/07/2018

Residents (*list all residents*): Arpit H Parikh

The Lease Contract referred to in this Addendum is the “Lease” executed by Management and Resident(s).

3. **PURPOSE:** The Addendum modifies the Lease Contract and addresses the situations related to bed bugs (*Cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. **INSPECTION:** You agree that you: (Check one)

☐ have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR

☐ will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

5. **INFESTATIONS:** You agree that you have read the information in this Addendum about bed bugs and; (Check one)

☐ you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR

☐ you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestations. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs.

6. **ACCESS FOR INSPECTION AND PEST TREATMENT:** You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default and we will the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

7. **NOTIFICATION:** You must promptly notify us:

- Of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- Of any recurring or unexplained bites, stings irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- If you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

8. **COOPERATION:** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that



are infested. You must move or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Control.

9. **RESPONSIBILITIES:** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm that the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income or any expenses incurred by us to relocate the neighboring residence and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain an immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.
10. **TRANSFERS:** If we allow you to transfer to another dwelling in the community because the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

BED BUGS – A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6-12 months are wingless, flat, broadly oval shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades. This can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs' presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

Bed bugs don't carry disease. In fact, federal agencies tasked with the addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall functions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls
(carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke detectors and carbon monoxide detectors



- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs,
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown circle, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually be an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Bed bugs Do's and Don't's

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug free, residents should assume that the reason is seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by your owner and their designated pest management company.

This is a binding legal document. Read it carefully before signing.

Resident(s) *(all sign below)*

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By: _____

Date



APARTMENT LEASE CONTRACT
REMOTE CONTROL, CARD, OR CODE ACCESS GATE ADDENDUM

Date: 03/15/2018

Becomes Part of the Lease

Please note: To the extent that any provision(s) contained in the Lease Agreement is in conflict with the provisions set forth in this Addendum, the Lease Agreement is modified to conform to this Addendum and applicable local law.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the Management named in the Lease (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION:** 1600 S Eads St Apt 228N (street address) in Arlington (city), VA (state), 22202 (zip code) at Crystal Towers Apartments.

2. **LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 04/07/2018Residents (*list all residents*): Arpit H Parikh

The Lease Contract referred to in this Addendum is the "Lease" executed by Management and Resident(s).

3. **REMOTE CONTROL, CARD, OR CODE FOR ACCESS GATE:**

☐ **Remote control for access gate.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a remote control, at no cost to use during his or her residency. Each additional remote control, for you or other occupants will require a \$0.00 non-refundable fee.

☒ **Cards for gate access.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$0.00 non-refundable fee.

☐ **Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. **DAMAGED, LOST OR UNRETURNED REMOTE CONTROL, CARD, OR CODE FOR ACCESS GATE:**

☐ If a remote control is lost, stolen or damaged, a \$0.00 fee will be charged for replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$0.00 deduction from the security deposit.

☒ If a card is lost, stolen or damaged, a \$50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$50.00 deduction from the security deposit.

☐ We may change the code(s) at any time and notify you accordingly.

5. **REPORT DAMAGE OR MALFUNCTIONS:** Immediately report, to the office, any malfunction or damages to gates, fencing, locks or related equipment.

6. **FOLLOW WRITTEN INSTRUCTIONS:** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or your family, guest or invitee through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. **PERSONAL INJURY AND/OR PROPERTY DAMAGE:** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning the security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur.

Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.



8. RULES IN USING VEHICLE GATES:

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

This is a binding legal document. Read it carefully before signing.

Resident(s) (all sign below)

Arpit Parikh

(Arpit H Parikh)

Date

Gates, Hudson & Associates, Inc.

Real Estate Agent for Owner

By:

Date

