

**Virginia
RESIDENTIAL LEASE AGREEMENT**

KEY LEASE TERMS

Date of Lease:	<u>March 24, 2018</u>
Landlord:	<u>Willow Run Apartments Mark Center Owner LLC</u>
Landlord's Address:	<u>935 North Van Dorn St Alexandria, VA 22304</u>
Apartment Address:	<u>5335 Taney Ave Apt. 102 Alexandria, VA 22311</u>
Resident(s)	<u>Mario Ganguenon</u>
Resident(s):	
Occupant(s) under 18:	
Co-signer/Guarantor:	
Lease Start Date:	<u>April 03, 2018</u>
Lease End Date:	<u>July 02, 2019</u>
Total Rent for Lease Term:	<u>\$ 19,290.00</u>
Base Monthly Rent:	<u>\$ 1,286.00</u>
Insufficient Funds Charge	<u>\$ 50.00</u>
Security Deposit:	<u>\$</u>
Amenity Fee:	<u>\$ \$300 at move in/\$200 at renewal</u>

The Landlord and the Resident(s) agree to lease the Apartment for the terms set forth herein. For the purposes of this Lease Agreement, the term "***Apartment***" refers to the rental unit at the address set forth above, regardless of whether the unit is an apartment, condominium, townhouse, or other type of residential dwelling. The term "***Lease***" includes this document and all addenda thereto. The term "***Community***" means the entire apartment complex. The terms "***Landlord***" or "***we,***" "***us,***" or "***our***" refers to the Landlord, its affiliates and its agents and employees. The terms "***Resident***" or "***you***" or "***your***" includes all residents named herein. The Key Lease Terms above are material terms of this Lease and have the meanings set forth above. **All adults age 18 and over who will live in the Apartment must each sign this Lease.** If an occupant becomes 18 during the lease term, it will be a condition of renewal that he or she must sign the lease at the next renewal.

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1) **TERM; RENEWAL OPTIONS.** The Lease begins on the Lease Start Date and ends on the Lease End Date (which for all purposes in this Lease shall either be the Lease End Date set forth above or the last day of any renewal term, if this Lease was previously renewed).

Prior to any Lease End Date, if your lease has not been previously terminated, we may offer the option to extend the Lease, as follows:

- (a) At least seventy-five (75) days before the Lease End Date, we may send you a written Lease renewal notice. Such renewal notice may offer an extension of the Lease End Date and may propose a new Monthly Rent (which may be higher than the current Monthly Rent), and possibly other changes in Lease terms. In the event that our standard lease form is revised, we reserve the right to require that you either sign a new Lease or vacate the Apartment on the Lease End Date.

Our offer of renewal is not a waiver of our rights to pursue any existing claims against you including but not limited to claims for unpaid rent or any violation of the Lease or the law.

- (b) In the event that you do not desire to renew the Lease on the proposed terms in the Lease renewal notice, you may reject the renewal terms by giving written notice to us at least sixty (60) days prior to the expiration of the current term, in which case you must then vacate at the end of the current term.
- (c) If you fail to reject the renewal terms at least sixty (60) days prior to the expiration of the current term, the Lease will automatically renew for one (1) year on the terms set forth in our renewal notice.

- 2) **RENT.** You must pay the Base Monthly Rent and any Additional Rent (collectively the "Rent") to us by the first (1st) day of every month in such manner as directed by us during the Term hereof. You may not withhold or offset Rent unless authorized by law. If we receive a payment from you which is less than the full amount owed by you, we may, in our sole discretion, apply such payment to any of the charges owed by you, which may include paying in full any late charges, legal fees, or any other Additional Rent charges prior to applying any amount of such payment to the Base Monthly Rent.

- 3) **UTILITIES.** In addition to your Base Monthly Rent, you must pay the utilities identified in the Utility Agreement attached to this Lease, as set forth in the Utility Agreement. Any of your utility charges which you do not pay will be due and payable as Additional Rent on the next day the Base Monthly Rent is due. You must keep all utilities on and activated during the term of the Lease, and any failure to do so shall be a violation of the Lease. You will only use utilities for normal household purposes and will take all reasonable efforts to conserve energy and water and to avoid waste. Illegally accessing the utility services of the Landlord or a neighbor is a violation of the Lease.

For those utilities that must be placed in your name, you must do so before taking possession of the Apartment. Keys to the apartment will not be given to you until you have provided proof of the transfer of service and the utility account number. We are not responsible for any inconvenience or loss caused by interruption of any utility services unless required by law. If your electricity is ever interrupted, you must use only battery-powered lighting and in no event may you use candles or any other flames to provide lighting or heat. You acknowledge that temporary interruption of utility services may occur from time to time. In the event of a planned temporary interruption for repairs, we will use reasonable efforts to notify you of any such interruption, unless such interruption is an emergency situation.

- 4) **LATE FEES & INSUFFICIENT FUNDS.** If any portion of the Rent (including Additional Rent) is not paid by the fifth (5th) calendar day of the month, you must pay a late fee **equal to 10% of the Base Monthly Rent** for each month until your account is brought current. This late fee is Additional Rent. Rent is due on the first day of the month, and failure to pay the Rent by that date is a violation of the Lease.

If all, or any part, of your rent payment is rejected by your bank or returned for insufficient funds or any other reason, you will pay the Insufficient Funds Charge (identified above) as Additional Rent. If you are charged the Insufficient Funds Charge for two (2) or more payments, we will require that all future payments be made in certified funds only. Failure to exercise this right at any time is not a waiver of our right to do so in the future. If, during the term of this Lease, our bank increases the fee that we must pay when a payment is rejected, then the Insufficient Funds Charge that you must pay will be increased accordingly.

- 5) **ADDITIONAL RENT.** We may, in our sole discretion, perform any obligations under the Lease which are your responsibility and which you fail to perform. The cost to us for performing such obligations may be charged to you as "Additional Rent." Additional Rent also includes, but is not limited to, amenity fees, parking fees, late charges, insufficient funds charge, legal fees, collection costs, utility charges, pet fees and charges, damage charges, and recreation fees. Additional Rent is due and payable on the next day the Rent is due. We have the same rights against you due to your failure to pay Additional Rent under this or any other paragraph of this Lease as we have for your failure to pay the Base Monthly Rent. This means that we may evict you for failure to pay Additional Rent.
- 6) **SECURITY DEPOSIT.** You shall pay to us the Security Deposit identified on the first page of this Lease prior to taking possession of the Apartment. The Security Deposit is intended to protect us in the event that you do not perform all of your obligations under this Lease. We may retain the Security Deposit to pay for losses or damages caused by your breach of this Lease, including, but not limited to, any unpaid Rent (including unpaid Additional Rent), other unpaid charges, damage to the Apartment, and loss of future rent if you vacate before the end of the Lease Term. You must pay any charges which are not covered by the Security Deposit as Additional Rent. After you vacate the Apartment, any remaining portion of the Security Deposit will be returned to you at the forwarding address you provide by way of one check being payable to all Residents - you must provide a forwarding address to us in writing in order to ensure you receive the Security Deposit. You may not use the Security Deposit to pay Rent, Utilities, or any other charges while you are in possession of the Apartment.
- 7) **POSSESSION.** We will make a good faith effort to make the Apartment available to you on the day this Lease is scheduled to begin. If we are unable to deliver possession of the Apartment on the Lease Start Date through no fault of our own, we shall not be liable to you for any damages other than to rebate any rent paid by you in advance. If the Apartment is not available within thirty (30) days after the Lease Start Date, you may then elect to end this Lease by written notice to us by certified mail, return receipt requested. In that event, all monies paid to us shall be returned to you, less the application fee.
- 8) **USE AND OCCUPANCY.** You will personally use and continuously occupy the Apartment as a residence for you and the other Resident(s) and authorized Occupants named above. You shall comply with all State and local occupancy regulations. In addition, no more than two (2) persons per bedroom shall occupy any apartment. You will notify us in advance if you intend to be away from the Apartment for more than ten (10) days.

You shall occupy the Apartment as a private residence only, and no one (including any family members, guests, visitors, occupants, or invitees) may use the Apartment for any business, trade, or profession; provided, however, the Apartment may be used as a home office if you have obtained advance written approval by us.

You will comply with, and shall be subject to, all statutes, laws, ordinances and regulations related to this tenancy. You shall be responsible for any expenses incurred by us in connection with any violation of such statutes, laws, ordinances and regulations by you (or your family members, guests, visitors, occupants or invitees), which expenses shall be payable as Additional Rent and shall be due on the next day the Rent payment is due.

9) **MULTIPLE RESIDENTS.**

- (a) **Joint and Several Liability.** Each of you is jointly and severally liable for all Lease obligations, regardless of whether any of you vacates the Apartment before the end of the Lease. In other words, we may require any one of you to pay the entire amount of the Rent, Utilities and/or other Additional Rent. It is your responsibility, and not our responsibility, to collect any amount that you may believe a co-resident owes to you.

- (b) **Residents Permitted.** Only the Resident(s) (age 18 and over) and Occupant(s) (under age 18) listed on the first page of this Lease may reside in the Apartment. It is a breach of this Lease to have any persons(s) living in the Apartment who are not listed on the first page of this Lease.
- (c) **Breach of Lease.** You are responsible for the actions of your family members, guests, agents, occupants and invitees. If any of you, or any of your family members, guests, agents, occupants or invitees violates the Lease, all Residents will be considered to have breached the Lease.
- (d) **Security Deposits.** Security deposit refunds may be made by one check jointly payable to all residents; the check and any deduction itemizations shall be mailed to the forwarding address provided by any of you, or to the last known address of any of you.
- (e) **Co-Resident Substitution.** If a co-resident wishes to vacate and substitute another person in his or her place, this request must be submitted in writing to us, and signed by all current residents. The proposed new resident must first apply for and be approved for tenancy, and sign the Lease, before moving in. The vacating co-resident will surrender the right to possession of the Apartment and to any security deposit refund, but will remain financially liable for all Lease obligations for the rest of the current Lease term unless otherwise mandated by law or by the Lease terms. Any security deposit will automatically transfer to the replacement resident as of the date the new resident signs the Lease. We reserve the right to charge you an administrative fee for processing the substitution.

10) **NO ASSIGNMENT OR SUBLETTING.** You may not transfer or assign this Lease or sublet all or any part of the Apartment, or permit any other person not listed on this Lease to use all or any part of the Apartment without our prior written permission.

11) **CONDITION OF APARTMENT.** You agree to maintain the Apartment and fixtures during the term of this Lease, and to return the Apartment to us on the Lease End Date, in the same condition as it was on the Lease Start Date, excepting normal wear and tear.

You must promptly notify us in writing if the Apartment is damaged or repairs are required. Failure to promptly report such damages is a violation of this Lease. We agree to perform any necessary repairs or replacements with reasonable promptness after receiving written notice from you. Only our employees, agents or contractors may make repairs to the Apartment. We are not responsible for any inconvenience or loss caused by repairs to the Apartment. If, in our discretion, the repairs are so substantial that they cannot be safely completed while you reside in the Apartment and the repairs will take a substantial length of time, you may be required to transfer to another apartment within the Community (if an apartment is available), or to relocate to temporary housing elsewhere while repairs are made. If neither of these options is available, you may elect to terminate this Lease without penalty and vacate the Apartment.

If, in our discretion, required repairs can only be accomplished if you and your occupants vacate the Apartment, we may terminate the Lease by giving you 30 days' notice of our intention to terminate the Lease based upon said determination, and your Lease shall terminate as of the expiration of the notice period.

12) **YOUR RESPONSIBILITY FOR DAMAGES.** You must reimburse us for any costs or expenses incurred by us as a result of damages to the Apartment or common areas caused by you or your family members, guests, visitors, occupants, or invitees. We will send you a written notice specifying the breach and damages caused, and we will submit an itemized bill to you for the actual and reasonable cost therefore, which shall be due as Additional Rent on the next rent due date, or if the rental agreement has terminated, for immediate payment. Any delay in demanding payment is not a waiver. Failure to pay these charges is a violation of the Lease. Regardless of whether payment is made, we reserve our right to terminate the Lease if the circumstances causing the damage constitute grounds for eviction pursuant to the law.

13) **PROHIBITED CONDUCT.** You will not engage in any activity that disturbs, threatens, or interferes with the rights, comfort, health, safety, or convenience of others (including other residents and our agents, employees, vendors and contractors). You will not display, possess, use, discharge, or store illegal or dangerous

weapons in the Community, including but not limited to those likely to produce death or serious bodily injury, such as unregistered or unsecured firearms, BB or pellet guns, switchblades, bows and arrows, or machetes. You will not engage in or threaten violence in the Community. You will not disrupt our business operations, or injure our reputation by making allegations against us which are false or made in bad faith. You will not conduct any illegal or dangerous activity, and will not store any flammable, dangerous, illegal, or hazardous materials or substances, other than ordinary household cleaning materials, in the Apartment or in the common areas. You will not do anything that might create a fire hazard or otherwise increase the danger to the Apartment, Community, or to others. Prohibited conduct by any occupant (including minor children) or any of your family members, guests, occupants, agents, or invitees is a violation by you. We reserve the right to permanently exclude from the Community guests or others who, in our judgment, have violated the law or the Lease while present in the Community or are otherwise deemed to be undesirable to the Community.

- 14) **ILLEGAL ACTIVITY.** If you engage in the manufacturing, distribution, possession, or use of controlled substances or drug paraphernalia, human trafficking, or any other illicit or illegal activity, or if you allow another person to do so, in the Apartment or anywhere in or near the Community, you shall be deemed conclusively to have interfered with the quiet use and enjoyment of the other residents and to have breached this Lease. Any such action or inaction is a substantial violation of the Lease and grounds for eviction.
- 15) **ADDITIONAL TERMS AND CONDITIONS.** The Rules and Regulations attached to this Lease are part of this Lease. Violation of any of the Rules and Regulations is a substantial breach of this Lease and grounds for termination. We may make reasonable changes to the Rules and Regulations as necessary which will be binding on you after due notice.
- 16) **NO ALTERATIONS OR INSTALLATION OF EQUIPMENT OR FIXTURES.** You may not make any changes or additions to the Apartment without our prior written consent, which consent may be withheld in our sole and absolute discretion. This provision includes, but is not limited to:
- (a) You will not install any paneling, flooring, built-in decorations, partitions, moldings or any other fixture drilled into or attached to the floors, walls, decks/verandas/balconies (if any) or ceilings.
 - (b) You will not install wallpapering or other permanent type decorations.
 - (c) You agree that you will not paint the walls or ceilings in the Apartment.
 - (d) You will not install or remove any equipment or wiring including but not limited to, screens, locks, smoke detectors, alarm systems, or security devices.
 - (e) You will not make any changes to the plumbing, kitchen equipment, air conditioning, electrical or heating systems or any equipment or fixtures attached thereto.
 - (f) You will not install any washer, dryer, dishwasher, or use a portable washer, dryer, dishwasher or heater (except where a hook-up is provided by us and agreed to by us in writing).
 - (g) You are not permitted under any circumstances to penetrate the exterior walls, decks and side railings or the like with nails, screws or other hangers.
 - (h) You may not add or install any air conditioning unit without our prior written approval. You shall be responsible for maintenance and repair of any approved air conditioning unit owned by you, and any such approved unit cannot be installed in window earlier than May 1 and must be removed from the window no later than September 30 of each year.

You acknowledge that any violation of this Paragraph is a material breach of this Lease. We may demand removal of any installation, addition, or alteration that we deem, in our sole discretion, to be aesthetically displeasing, hazardous, or undesirable. All changes or additions to the Apartment made without our prior

written consent shall be removed by you on demand and you shall promptly return the Apartment to its original condition. You further agree that you shall pay our costs of inspecting, repairing, removing, storing and disposing of anything installed or affixed by you in violation of this Lease which shall include the salaries of our personnel as well as costs of outside contractors, supplies and materials, as Additional Rent.

All changes or additions to the Apartment made with our written consent shall become our property when completed, shall be fully paid for by you, and shall remain as part of the Apartment at the end of the term unless we demand that you remove them. You shall not allow any mechanic's lien or other claim to be filed against the building. If any lien or claim is filed against the building, you shall have it promptly removed. Failure to do so shall be a violation of this Lease and grounds for termination.

- 17) **PETS.** No dogs, cats, birds, reptiles or other animals shall be permitted in the Apartment, even temporarily, without our prior written consent. If a pet has been approved, a Pet Addendum must be signed by you which shall be incorporated into and become a part of the Lease. A violation of the Pet Addendum is a violation of the Lease. If you bring a pet into your Apartment and fail to notify us, we reserve the right to charge pet fees from the time that you acquired the pet, as Additional Rent. Our charging of these fees is not approval to have the pet and you must still apply for approval, and remove the pet if approval is denied.
- 18) **ACCESS.** We, and anyone allowed by us, may enter the Apartment after first providing you with reasonable notice in order to: inspect the interior or exterior of the Apartment, make necessary, repairs, alterations, or improvements, supply services, or to show it to prospective buyers, appraisers, contractors or insurers. If there is an emergency, we may enter the Apartment without giving you advance notice. If access is prevented in an emergency due to your behavior, including your installation of a lock or alarm, you shall be responsible for the costs and damages of entry by force, as Additional Rent. You must obtain prior written approval from us to add or change any lock. You must provide to us keys for any additional or changed locks. If you cannot be available during normal business daytime hours to permit us or our agents to enter the Apartment on any scheduled date of entry, you hereby give permission to us to enter in your absence.
- 19) **END OF LEASE.** On the Lease End Date you shall vacate the Apartment at the expiration or termination of the Lease unless you have properly renewed your Lease. Upon vacating, you shall leave the property clean, remove all personal belongings, repair any damage, make arrangements for final utility readings and pay all final utility bills, and return all keys and other property to us.

If the Lease is ended either by your notice of intention to vacate, or by nonrenewal, and you do not vacate on the applicable lease ending date, you shall be considered by law to be a "Holdover Tenant" and shall be responsible for double rent for each month (or partial month, on a pro rata basis) that you remain in possession past the Lease End Date.

- 20) **YOUR BREAKING OF LEASE – BUYOUT OPTION.** If you attempt to terminate this Lease prior to the Lease End Date (including any Lease End Date extended by renewal), you shall be in violation of the Lease and shall remain responsible for all of our costs and damages resulting therefrom, including but not limited to payment of all rent until the Apartment is re-rented or until the Lease End Date (as it may be extended), whichever comes first. You cannot be released from your responsibilities under this Lease for any reason, including but not limited to: school withdrawal or transfer, job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment or bad health, unless specifically permitted by the terms of the Lease or by State or Federal law.

However, we offer you the option to terminate the Lease early if you strictly comply with all the terms of this provision. The parties hereby agree that in order to terminate the Lease early, with our prior consent, you must:

- (a) Choose this option by signing an "Early Termination of Lease: Resident's Election of Buyout Option" form. The form will be provided by us at your request;

- (b) Provide no less than thirty (30) days prior written notice to us that you are breaking the Lease, such notice to specify the date you intend to vacate the apartment (the “**Vacate Date**”). The Vacate Date shall be the last day of the month following the delivery of such notice (for example, if you give written notice on May 20th, the Vacate Date shall be June 30th), AND
- (c) Pay to us a Lease Buyout Fee equal to two (2) times the regular Base Monthly Rent, for the time period after you vacate the Apartment (in other words, you pay rent through the Vacate Date plus you pay an additional two months rent). The Lease Buyout Fee, and any outstanding rent or other charges, must be paid no later than the day you vacate the Apartment and provide the keys to us, thereby returning possession of the Apartment to us.

If you choose to utilize, and fully comply with, this Lease Buyout Option, we shall release you of any further rent obligations pursuant to the Lease, excluding any charges for damages to the Apartment or unpaid rent, which cannot be determined until after you vacate. However, if you fail to strictly comply with this provision by signing the form, giving the required advance notice, and making full payment of all arrears and the Lease Buyout Fee before vacating, then you have waived the Lease Buyout Option and we may hold you responsible for violating the Lease and may pursue all remedies available to us pursuant to law, including but not limited to reimbursement for reasonable legal fees as set forth in this Lease. Also, if you remain in possession past the Vacate Date, you shall be considered a “Holdover Tenant” and be responsible for double rent for the remaining time you are in possession, as Additional Rent.

- 21) **LANDLORD’S RIGHT OF RE-ENTRY.** We reserve the right of re-entry. This means that if you violate any of the terms, rules or regulations of the Lease or for any good cause permitted by law or in equity, we may terminate the Lease and regain possession of the Apartment.
- 22) **YOUR REQUIRED INSURANCE.** You must obtain personal property insurance and liability insurance as required by the INSURANCE ADDENDUM to the Lease, which is incorporated into and is a part of the Lease. Any violation of the terms of any Addenda to this Lease is a violation of the Lease.
- 23) **INCORRECT INFORMATION IN APPLICATION.** We have relied on the representations made by you when applying for the Apartment. If you provided incorrect or false information in the Application, whether knowingly or not, it is a material breach of the Lease, and we may end the Lease, commence eviction proceedings, and/or hold you responsible for any losses or damages as Additional Rent.
- 24) **LEGAL FEES.** If your noncompliance with this Lease or the Virginia Residential Landlord and Tenant Act causes us to employ an attorney, whether or not a lawsuit is ultimately filed, you shall be obligated to pay our reasonable attorney fees and any costs incurred, including but not limited to, court costs, service of process costs, and Service Member’s Civil Relief Act Legal Representative costs. The attorney fees shall be deemed reasonable if they are equal to or less than the larger of: (1) 33 1/3% of any amount due; or (2) the actual attorney fees reasonably charged by such attorney, regardless of percentage.
- 25) **EMINENT DOMAIN.** Eminent domain is the power of the government to take private property for public use. If the Apartment or any part of it is condemned, or voluntarily transferred by condemnation proceedings, this Lease will automatically end as to the condemned portion. If the Lease ends due to condemnation of a part of the Apartment, we will reduce the rent accordingly. You shall have no claim against us for the balance of any unexpired portion of this Lease. All compensation paid by the government for the taking shall be the property of the Landlord, without apportionment. You hereby assign to us any interest you might have in any such award of compensation or damages, excluding relocation fees, if any, paid to you.
- 26) **FIRE OR OTHER CASUALTY.** You must immediately notify us of any fire or other casualty or structural defects which affect the Apartment. If, in our sole discretion, the Apartment is damaged or destroyed by fire or casualty to an extent that your enjoyment of the Apartment is substantially impaired or required repairs can only be accomplished if you and your occupants vacate the Apartment, either you or we may terminate the Lease. You may terminate the Lease by vacating the premises and within 14 days thereafter, serve us with a written notice of your intention to terminate the Lease, in which case the Lease terminates as of the

date of vacating; or if continued occupancy is lawful, Va. Code Ann. § 55-226 shall apply. We may terminate the Lease by giving you 30 days' notice of our intention to terminate the Lease based upon our determination that such damage requires you to vacate and that the use of the premises is substantially impaired, in which case the Lease terminates as of the expiration of the notice period.

If only part of the Apartment is damaged, we shall repair the Apartment within a reasonable period of time. We are not obligated to repair or restore any improvements you made to the Apartment. We are not obligated to reduce rent or to provide alternative housing while the repairs are being done. We are not responsible for your personal property or for any loss, damage or inconvenience to you caused by fire or other casualty unless due to our gross negligence. If the fire or other casualty is caused by you or your family members, guests, visitors, occupants, or invitees, you shall remain responsible for rent and pay for all damages and repairs as Additional Rent in accordance with the "YOUR RESPONSIBILITY FOR DAMAGES" provision of the Lease.

- 27) **RELEASE OF LANDLORD.** You agree that you are responsible for any injury, damage or loss to any persons or property caused by you or your family members, guests, visitors, occupants, or invitees, and you hereby release us from responsibility for such injury, damage or loss, unless contrary to law. In addition, you will not consider 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. You agree that, unless contrary to law, we shall not be liable for any injury, damage or loss to person or property caused by other residents or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes, unless the same is exclusively due to our omission, fault, negligence or other misconduct. Failure or delay in enforcing Lease covenants of other residents shall not be deemed an omission, fault, negligence or other misconduct by us.
- 28) **INDEMNIFICATION.** You agree to indemnify, defend, protect and hold us harmless from and against all liabilities, losses, claims, demands, costs, expenses (including attorney fees and expenses) and judgments of any nature which arise from or are in connection with your tenancy or the use or possession of the Apartment caused by any act or omission by you, or your family, employees, agents, guests, or invitees, except to the extent that any of the foregoing are the direct result of our gross negligence or willful misconduct, or to the extent any indemnification is contrary to law.
- 29) **SUBORDINATION.** This Lease and your rights under this Lease are subordinate (inferior) to all existing and any future financing, loans or leases on the building or land. You agree to all financing and to the sale of the Apartment. You authorize us to sign any papers on behalf of you that are necessary to confirm the terms of this provision.
- 30) **LEASE CHANGES.** The Lease and any addenda thereto contain the entire agreement between us and you. No representations have been made by us except as set forth herein. The Lease can only be changed in writing signed by both us and you. No oral revisions are permitted.
- 31) **MOLD.** To minimize the occurrence and growth of mold, you hereby agree:
- (a) **Moisture Accumulation.** You shall remove any visible moisture accumulation in the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures. You shall mop up spills and thoroughly dry affected areas as soon as possible after occurrence. You shall use exhaust fans in the kitchen and bathroom when necessary and you shall keep climate and moisture in the Apartment at reasonable levels.
 - (b) **Apartment Cleanliness.** You shall clean and dust the Apartment regularly, and shall keep the Apartment, particularly kitchen and bath, clean.
 - (c) **Notification of Landlord.** You shall promptly notify us in writing of the presence of the following conditions:
 - (1) A water leak, excessive moisture, or standing water inside or near the Apartment;

- (2) A water leak, excessive moisture, or standing water in any common areas of the Community;
- (3) Mold growth in or on the Apartment that persists after you have tried to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;
- (4) A malfunction in any part of the heating, air-conditioning, or ventilation systems.
- (d) **Liability.** You shall be solely responsible and liable for damages sustained to the Apartment or to your person or property as a result of your failure to comply with the terms of this provision.
- (e) **Violation.** Violation of this Section shall be deemed a material violation under the terms of the Lease, and we shall be entitled to exercise all rights and remedies we possess against you at law or in equity. We also reserve all other rights and remedies set forth in the Lease including but not limited to claims for damages, eviction, and legal fees to the extent allowed by law.

32) SATELLITE DISH AND ANTENNA. You must comply with these restrictions as a condition of installing any satellite dish or antenna and/or related equipment.

- (a) **Number and size.** You may install only one satellite dish or receiving antenna. A satellite dish may not exceed one meter (3.3 feet) in diameter. An antenna may receive but not transmit signals.
- (b) **Location.** Location of the satellite dish or antenna is limited to (1) inside your Apartment, or (2) in an area outside your dwelling such as a balcony, patio, etc. of which you have exclusive use under your Lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- (c) **Safety and non-interference.** Your installation: (1) must comply with reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; (4) may not be connected to our electrical system except by plugging it into a 110 volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing prior to installation. No other methods are allowed. Installation cannot cause drilling or damage to the leased premises or to our property. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
- (d) **Signal Transmission from exterior dish or antenna to interior of Apartment.** You may not damage or alter the Apartment and may not drill holes through outside walls, door jams, windowsills, etc. If your satellite dish or antenna is located outside your Apartment (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your Apartment only by the following methods: (1) running a "flat" cable under a door jam or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional flat cable through a preexisting hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane" by a device glued to either side of the window-without drilling a hole through the window; (4) wireless transmission of the signal from the

satellite dish or antenna to a device inside the Apartment; or (5) any other method approved by us in writing prior to installation.

- (e) **Workmanship.** In order to assure safety, the strength and type of materials used for installation must be approved by us in writing prior to installation. Installation must be done by a qualified person or company approved by us. This person or company must have workman's compensation and general liability insurance. An insurance certificate-naming us as additional insured must be provided to us prior to installation. Our approval will not be unreasonably withheld.
- (f) **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.
- (g) **Removal and damages.** You must remove the satellite dish or antenna and other related equipment when you move out. You must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Apartment to its condition prior to the installation of the satellite dish, antenna or related equipment, which shall be considered Additional Rent.
- (h) **Liability insurance and indemnity.** You must take full responsibility for the satellite dish or antenna and must provide us with a certificate of liability insurance naming us as additional insured to protect us against claims of personal injury and property damage to others, relating to your satellite dish or antenna. The insurance minimum coverage must be \$300,000.00, which is an amount reasonably determined by us to accomplish that purpose. This is in addition to any other insurance required by the Lease. You agree to hold us harmless and indemnify us against any of the above claims by others unless to contrary to law.

33) **SEVERABILITY.** If one or more of the provisions of the Lease are determined to be unenforceable, void, or invalid, the remainder shall continue in full force and effect. Our rights and remedies under this Lease are in addition to, and not instead of, any other rights and remedies provided by law.

34) **NO WAIVER.** Our failure to enforce any provision of the Lease in any one instance shall not waive our right to enforce the provision at a later time. Our acceptance of rent does not waive our rights to enforce any provision of the Lease.

35) **NO PERSONAL LIABILITY.** Notwithstanding anything to the contrary provided in this Lease and as may be permitted by law, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by us, that there shall be absolutely no personal liability on the part of Landlord, its members, officers, employees, successors, assigns or any mortgagee in possession merely by virtue of acting on our behalf, with respect to any of the terms, covenants and conditions of this Lease, such exculpation of liability to be absolute and without any exceptions whatsoever.

36) **NOTICES.** All notices given under this Lease must be in writing. If any notice is refused, it shall be deemed to have been effectively given. We may send Notices to you (including but not limited to renewal notices) by any of the following methods, which shall constitute sufficient legal notice to you, unless otherwise required by law: (a) email to your email address currently on file with us if you has agreed to delivery by this method, (b) personal delivery to the Apartment, or (c) U.S. Mail to the Apartment. Unless otherwise required by law, Notices from you to us must be delivered to us our address set forth herein, by (a) personal delivery or (b) certified mail, return receipt requested.

If more than one resident is listed in the Lease, Notices or requests from us to any one of you constitute notice to all of you. Notices and requests from any one you (including notices of lease termination, repair requests, and permission to enter) constitute notice from all you.

INITIALS *mg*

37) **LEAD BASED PAINT.** 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, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling, and provide a federally approved pamphlet on lead poisoning prevention. If the Apartment was built before 1978, you acknowledge receipt of the EPA pamphlet, *Protect Your Family From Lead In Your Home*, and you acknowledge that a copy of the document "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" has been completed, signed by you and us, and appended to and made a part of the Lease.

INITIALS *mg*

38) **CONSENT TO RECEIVE ELECTRONIC NOTICES.** By initialing below, you agree to accept electronic service as sufficient legal service, unless otherwise required by law, of any and all notices sent by us to you (including, but not limited to, lease renewal notices) at your email address currently on file with us.

INITIALS *mg*

**BY SIGNING THIS DOCUMENT, YOU WILL BE LEGALLY BOUND. PLEASE READ IT CAREFULLY.
BEFORE SIGNING, YOU MAY TAKE A COPY TO REVIEW AND/OR CONSULT AN ATTORNEY.**

You acknowledge receipt of a copy of this Lease and acknowledge that you have read every provision of this Lease and if you have any questions with regard to any provision of this Lease you have satisfied yourself with such answers. Based on the foregoing, you hereby agree to be legally bound by all of the provisions of this Lease.

Willow Run Apartments Mark Center Owner
LLC

Forrest B. Baker
Landlord

Date

Mario Gangueon

Resident

Date



BEDBUG ADDENDUM

Apartment #: 5335-102

This Addendum is added to and made a part of the Residential Lease Agreement ("Lease") between **Willow Run Apartments Mark Center Owner LLC (hereinafter referred to as Landlord** or "we," "us," or "our) and **Mario Ganguenon (hereinafter referred to collectively as "Resident" or "you" or "your")**. It is our goal to maintain the highest quality living environment for our residents. We have inspected the Apartment prior to lease and know of no bedbug infestation. You have an important role in preventing and controlling bedbugs. While the presence of bedbugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem by identifying bedbugs, minimizing infestation, and limiting its spread.

1. **RESIDENT REPRESENTATION. BY SIGNING THIS ADDENDUM, YOU REPRESENT AND WARRANT THAT ALL FURNISHINGS AND OTHER PERSONAL PROPERTY THAT WILL BE MOVED INTO THE APARTMENT AT ANY TIME HAVE BEEN INSPECTED BY YOU AND ARE FREE OF BEDBUGS.**
2. **RESIDENT RESPONSIBILITIES.** You agree to maintain the Apartment in a manner that prevents the occurrence of a bedbug infestation, and to respond appropriately to any infestation. You agree to comply with the following responsibilities:
 - a. **YOU MUST REPORT ANY SIGNS OF BEDBUGS IMMEDIATELY.** Do not wait. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much more effective and less disruptive to the occupants.
 - b. **YOU SHALL PRACTICE GOOD HOUSEKEEPING TO PREVENT INFESTATION.**
 - **Remove clutter.** Bedbugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, and laundry, especially under the beds and in closets. Reducing clutter also makes it easier to carry out housekeeping. If the Apartment is excessively cluttered, we have a right, in our sole discretion, to demand that the clutter be reduced to a reasonable amount.
 - **Keep the apartment clean.** Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the night stand. While cleaning, look for signs of bedbugs, and report any immediately.
 - **Avoid using secondhand or rental furnishings,** especially beds and mattresses. Used items may be infested with bedbugs. If you must use rented or secondhand items inspect them carefully and never accept any item that shows signs of bedbugs. Do not bring discarded items from the curbside into the apartment.
 - **Cover mattresses and box springs with zippered, vinyl coverings.** These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer. Though using these coverings is only a suggestion at this time, if a bedbug infestation occurs in your apartment, you will then be required to encase any salvageable mattresses and box springs at your expense, and failure to do so will be a violation of the Lease.
 - **Arrange furniture to minimize bedbug hiding places.** If possible, keep beds and upholstered furniture several inches away from the walls. Bedbugs can jump as far as three inches.
 - **Check for hitch-hiking bedbugs.** If you stay in or just visit a hotel room or another home, inspect your clothing, luggage, shoes, and belongings for signs of bedbugs before you enter your Apartment. After guests visit you, inspect beds, bedding, and upholstered furniture.
 - c. **YOU SHALL COOPERATE WITH PEST CONTROL EFFORTS.** If infestation of your Apartment (or a neighbor's apartment) is reported, a pest management professional will be called in for evaluation and treatment if necessary. **IF INFESTATION IS REPORTED BY YOU PROMPTLY, we will pay for the costs of evaluation and initial treatment. If we notify you of a scheduled treatment of your Apartment, and you fail to provide access on the scheduled date OR you fail to properly prepare the Apartment in advance of the scheduled date, you acknowledge that by your failure to comply, you will have prevented the pest management professional from properly treating the infestation, and you will have substantially and materially breached the Lease. Under such circumstances, you acknowledge that you will be liable for the cost of all further treatment of your Apartment and any neighboring apartments related to this infestation, regardless of the origin of the infestation, and for any losses sustained by us as a result of your failure to comply.** These charges will be considered additional rent, and will continue to be assessed until you allow access or have properly prepared the apartment. You must comply with the recommendations from the pest management professional, in addition to the following:
 - Remove all bedding, drapes, curtains, and small rugs; bag these for transport to be cleaned.

- Check mattresses and box springs carefully; those with minimal infestation must be cleaned, then encased in vinyl covers, before being returned to service after treatment. Heavily infested mattresses are not salvageable; they must be sealed in plastic and disposed of properly. It is within the sole discretion of the pest management professional whether a mattress and/or box spring is salvageable.
- Empty dressers, night stands, and closets. Remove all items from floors and surfaces, and inspect every item for signs of bedbugs. Use sturdy plastic bags to bag all clothing, shoes, boxes, toys, stored goods, etc., separating washable and non-washable items. Seal the bags well.
- Vacuum floors, including inside closets. Pay special attention to corners, cracks, and dark places.
- Vacuum all furniture, including inside drawers. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of cushions, as well as the furniture bottoms.
- Carefully remove vacuum bags, seal them in plastic, and discard.
- Clean all machine-washable bedding, drapes, clothing, etc, in the hottest water possible, and dry at the highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
- Move furniture toward the center of the room so that technicians can easily treat the carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Leave easy access to closets.
- Comply with any other instructions provided to you by the Landlord or the pest professional.

3. **INFESTATION DISCOVERED AFTER RESIDENT VACATES.** If you vacate the Apartment and a bedbug infestation is subsequently discovered, you will be responsible for the costs of inspection, treatment, and cleaning of your Apartment and any adjacent apartments affected by the infestation. We may deduct those costs from your security deposit.
4. **DEFAULT.** Failure to promptly report bedbugs, failure to comply with treatment instructions, to allow access for treatment, or to comply with any other provision of this Addendum is a substantial and material breach of the Lease. Said breach may be grounds for eviction, and/or termination of occupancy, and/or subject you to other penalties as stated in the Lease and/or this Addendum. In addition, you may be held liable for all costs, damages, and expenses, as additional rent, including the costs of treatment, resulting from any bedbug infestation during, or as a result of, your occupancy.
5. **INDEMNIFICATION.** You agree to indemnify and hold us, and our agents and employees, harmless from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that we may incur as a result of a bedbug infestation or treatment in your Apartment or resulting from a violation of this Addendum by the you or any other person occupying or using the Apartment. Under no circumstances shall we be responsible to you for any losses, damages, or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by our gross negligence, fault, omission or misconduct.
6. **SEVERABILITY, WAIVER AND SURVIVAL.** This Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. Our failure to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the Lease.
7. **RENEWAL.** If the Lease is renewed, this Bedbug Addendum is automatically renewed along with the Lease without the need to sign a new Bedbug Addendum at each lease renewal.

All other terms of the Lease and the Community Rules and Regulations are not changed by this Addendum and remain in full force and effect. If there is any conflict, the terms of this Addendum shall prevail.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing and agree(s) to its terms.

Willow Run Apartments Mark Center Owner
LLC

Steven Baker
Landlord

Date

Mario Ganguenon
Resident

Date

Date



INSURANCE ADDENDUM

Community: Willow Run Apartments Mark Center Owner LLC

Apartment #: 5335-102

This Addendum to the Residential Lease Agreement dated March 24, 2018 is agreed to by Landlord and Resident and is incorporated into said Lease. Any violation of this Addendum is a material violation of the Lease. In the event of any conflict between the terms of this Addendum and other terms of the Lease, this Addendum shall control. **Resident agrees to obtain and maintain, at Resident's sole expense, during the Term of the Lease and any subsequent renewal periods, policies of insurance coverage as set forth herein. The insurance company is required to provide notice to Landlord within 30 days of any cancellation, non-renewal, or material change in Resident's coverage. It is suggested that Resident present the insurance company with a copy of this Addendum when obtaining coverage.**

Resident acknowledges that Landlord is not responsible to any Resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water or pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, vandalism, or negligence of any Resident, occupants, guests or trespassers, unless otherwise required by law. Resident acknowledges that Resident is not considered a co-insured of the Landlord and is not protected under Landlord's insurance. Landlord also retains the right to hold Resident responsible for any losses in excess of Resident's insurance coverage or for damages not covered, as permitted by law. If any insurance coverage maintained by Landlord is found to apply to any loss or damage covered by Resident's insurance, Landlord's insurance and any obligation of Landlord to pay is considered excess coverage only. Resident's insurance must be fully used up before any claim can be made against Landlord or against Landlord's insurance coverage. Resident waives any right of subrogation by Resident or by any insurance company that covers Resident. Subrogation is the right to be repaid for any payments made by Resident or Resident's insurance for injury, loss or damage to personal property or persons. Landlord has made available to Resident a program providing an opportunity to purchase policies of insurance directly through Multifamily Insurance Partners. Resident is under no obligation to purchase coverage through this program, and may instead choose a different provider.

The following policies of insurance are REQUIRED:

1. **Personal Property Insurance:** Resident acknowledges that Landlord is not responsible for Resident's personal property. Resident agrees to obtain and maintain a policy of "renter's" insurance to protect his or her personal property.
2. **Liability Insurance:** Resident agrees to obtain and maintain a policy of personal liability insurance, which provides limits of liability to third parties, including the Landlord, in the amount not less than \$100,000 per occurrence. 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. The policy of liability coverage must name the Landlord as an Additional Interest.

Resident will provide Landlord with written proof of compliance with this Addendum on or prior to the Lease Start Date and subsequent renewal periods, and from time to time thereafter upon Landlord's request. It is a violation of the Lease to fail to have the insurance or fail to produce proof when requested. Resident hereby makes the following election:

Resident agrees to purchase insurance as mandated by this Addendum through Multifamily Insurance Partners. This information may be accessed at www.mfipinsurance.com or 866-918-0334.

Resident will purchase insurance as mandated by this Addendum through another insurance company.

Willow Run Apartments Mark Center Owner
LLC

Francis Dubois

Landlord

Date

~~Mario Ganguenon~~

Resident

Date



Morgan Properties Resident Safety Awareness

At Morgan Properties, resident safety is very important to us. Simply by following a few basic safety precautions and using good judgment, fires can be prevented. We have prepared this easy to-follow fire prevention guide for you and your family to learn how to make your home safer.

KITCHEN

- ❖ Stay in the kitchen when you are frying, grilling, or broiling food. If you leave the kitchen for even a short period of time, turn off the stove
- ❖ Don't store items on the stove top as they could catch fire.
- ❖ Don't overload kitchen electrical outlets and don't use appliances with frayed or cracked wires.
- ❖ Turn pot handles toward the center of the stove when cooking on the stove top.
- ❖ When plugging in countertop appliances, keep electrical cords as far away as possible from water hazards, like the sink, or fire hazards, like the stove top.
- ❖ Adding water to a grease fire can make it spread. Adding water to an electrical fire can cause electrocution. One of the simplest and cheapest extinguishers of a grease fire is baking soda. Keep a box next to your stove to throw on stove top fires.
- ❖ Never use aluminum foil or metal objects in a microwave oven. They can cause a fire and damage the oven.

ELECTRICAL HAZARDS/ FURNACE/SPACE HEATERS

- ❖ Never overload a socket. In particular, the use of "octopus" outlets, outlet extensions
- ❖ Use caution with halogen lights. They operate at very high temperatures and should be kept away from curtains, drapes, and other combustibles.
- ❖ Keep space heaters at least three feet away from anything that might burn, including the wall.
- ❖ Don't use extension cords with electrical space heaters. The high amount of current they require could melt the cord and start a fire.
- ❖ Never use your gas range as a substitute for a furnace or space heater.

CANDLE SAFETY

- ❖ **We strongly recommend that no candles or incense are lit or burnt within the apartment at any time.”
Battery powered lighting is recommended.**
- ❖ Never burn a candle on or near anything that can catch fire.
- ❖ Keep candles out of the reach of children and pets.
- ❖ Do not use candles during a power outage. Flashlights and other battery-powered lights are safer sources of light during a power failure. Never use a candle during a power outage to look for things in a closet.
- ❖ Make sure a candle is completely extinguished and the wick ember is no longer glowing before leaving the room.
- ❖ Never use a candle as a night light.

Willow Run Apartments Mark Center Owner
LLC

Faresa Baker

Landlord

Date

Mario Ganguenon
Mario Ganguenon

Resident

Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Willow Run Apartments Mark Center 5335 Taney Ave Apt. 102
Owner LLC Alexandria, VA 22311
935 North Van Dorn St Alexandria, VA 22304

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.

Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- i. ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 - ii. ☐ 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):
- i. ☐ Lessor has made accessible to the lessee all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing with copies available upon written request (list documents below).
 - ii. ☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

(c)

mg

Lessee has had the opportunity to access all information listed Above, and the information is available during normal business hours. Copies are available upon written request.

(d)

mg

Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (initial)

- (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.

Certification 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.

Willow Run Apartments Mark Center Owner
LLC

Landlord

Mario Ganguenon

Resident

Date

Date

RESIDENT UTILITY ADDENDUM

This Resident Utility Addendum ("Addendum") shall become part of the rental agreement (the "Lease") dated March 24, 2018 between Willow Run Apartments Mark Center Owner LLC ("Landlord") and

Mario Ganguenon ("Resident"), 5335 Taney Ave Apt. 102 Alexandria, VA 22311

1. **Amendment.** The Lease is amended by this Utility Addendum ("Addendum") and the attached Term Sheet ("Term Sheet"). In the event of any inconsistencies between this Addendum and Term Sheet and the Lease, the terms and conditions of this Addendum and Term Sheet shall prevail. If the Lease is renewed, this Addendum and Term Sheet is automatically renewed as part of the Lease. By signing this Addendum and Term Sheet, Resident acknowledges that Resident understands the manner in which the utility charges set forth below will be determined, allocated and billed to Resident. Resident acknowledges that Resident has the right to consult an attorney before signing and acknowledges that any questions or concerns in regard to this Addendum have been fully addressed to Resident's satisfaction before signing.
2. **Utilities** will be billed to Resident in one of the following ways:
 - A. Directly by the utility provider listed on the Term Sheet. If utilities are billed in this method, Resident agrees that on the earlier of Resident's date of occupancy or commencement of this Lease, Resident will have placed electric, gas, water and/or sewer service, as noted on Term Sheet, in Resident's name. All charges are payable directly to utility provider. Failure of the Resident to establish a utility account with the designated utility provider is a violation of the Lease Agreement. In that event, Landlord may, demand immediate reimbursement of any outstanding utility charges as additional rent. If allowed by law, Landlord, at its sole discretion, may also charge an escalating fee for each month that the Resident fails to transfer the service, which shall also be considered Additional Rent and/or pursue an eviction action against the Resident.
 - B. Directly to the Resident by a third-party billing service provider listed on the Term Sheet. Resident acknowledges that the billing service provider is not the utility provider. These charges are billed to the Resident monthly and will be added to the Resident's account as Additional Rent.
 - C. Directly to the Resident by Landlord as listed on the Term Sheet. Resident acknowledges that the Landlord is not the utility provider. These charges are billed to the Resident monthly and will be added to the Resident's account as Additional Rent.
 - D. Included in rent as listed on the Term Sheet
3. If Utilities are billed by either a third-party billing service provider or Landlord, one of the following methods may be used and will be indicated in the Term Sheet:
 - Sub-metering
 - Flat rate per month
 - Allocation based on the number of persons residing in the Apartment
 - Allocation based on square footage of the Apartment
 - Allocation based on a combination of square footage of the Apartment and the number of persons residing in the Apartment
 - Allocation based on the number of bedrooms in the Apartment

If an allocation formula is used, we or the billing service provider will calculate the allocated share of the utility services in accordance with state and local laws. An amount that is representative of the common area usage at the property will be deducted prior to allocating to residents. If allowed by law, Landlord, at its sole discretion, may change the above methods of determining the allocated share of the utility services.

If an allocation formula is used, and if the property has a mix of units with and without washers/dryers, you will pay a slightly higher allocation if you have a washer/dryer in the unit.
4. **Trash Removal/Recycling Service** will be billed as listed on the Term Sheet. This charge will be added to the account as Additional Rent.
5. **Administrative Fee.** If Resident is billed on any services by a third-party billing service provider, Resident agrees to pay, the administrative fee listed on the Term Sheet per billing to cover costs incurred in connection with maintenance of Resident's account and sending bills, which shall be added to Resident's utility bill as Additional Rent.
6. **Final Bill.** Upon vacating, a final bill will be issued by either the utility provider or Landlord. The cut-off date for this bill will be the date that Resident is scheduled to surrender possession of the Apartment to Landlord, or the date Landlord is able to retake possession of the Apartment, whichever is later, regardless of whether Resident is still occupying the Apartment. If actual figures are not available, the bill may be estimated based upon the average of Resident's three most recent utility bills.

7. **Changes to Billing Program.** Resident acknowledges that Landlord may revise any term related to the administration of the billing program as set forth in this Addendum and the Term Sheet upon 30 days advance notice to Resident, at which time the amended change shall become part of this addendum without further written amendment.
8. **Due Date.** Charges billed by the providers are due on the date indicated on the monthly bills. The charges billed by a third-party provider or by Landlord are due on the first of the month following the date of the bill, along with the base rent and any other lease charges.
9. **Resident's Obligation to Continue Service.** Resident must ensure that utility services are continually provided to the apartment without interruption. Discontinuation of services caused by cancellation by Resident or cancellation by provider as a result of Resident's failure to pay for the services is a violation of the Lease and grounds for eviction.
10. **Landlord's Limitation of Liability.** Landlord is not liable for any losses or damages Resident incurs as the result of outages, interruptions, or fluctuations in utilities provided to Resident's Apartment unless such loss or damage was the direct result of Landlord's negligence. Resident releases Landlord from any and all claims and waives any claims for offset or reduction of rent or diminished rental value due to such outages, interruptions, or fluctuations.
11. **Failure to Pay.** Resident acknowledges that Utility Bills are considered Additional Rent. Failure to pay Utility Bills is a material and substantial breach of the Lease and such breach shall entitle Landlord to exercise all remedies available under the Lease and applicable state law.
- Deduction from Security Deposit.** Resident acknowledges and agrees that any unpaid utility bills, including the amount of the final bill, may be deducted from the security deposit, as Additional Rent, at the termination of the lease agreement.
12. **Severability.** In the event any provision of this Utility Addendum and Term Sheet are held to be invalid by a court or other tribunal of competent jurisdiction under any applicable statute or rule of law, such provision shall be limited or eliminated to the minimum extent necessary so that this Utility Addendum and Term Sheet shall otherwise remain in full force and effect. The remainder of the Utility Addendum and Term Sheet shall be valid and enforceable to the maximum extent possible.

By signing this Utility Addendum, you acknowledge that it is made a part of the Lease. You further acknowledge that all other terms and conditions of the Lease shall remain in full force and effect and that you have read and you agree to all of the provisions set forth in the Utility Addendum and the Term Sheet.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year written below.

Date of This Addendum: March 24, 2018

Willow Run Apartments Mark Center Owner
LLC

Teresa Dubois
Landlord

Date

Mario Ganguenon
Mario Ganguenon

Resident

Date

RESIDENT UTILITY ADDENDUM TERM SHEET

This Resident Utility Addendum ("Addendum") shall become part of the rental agreement (the "Lease") dated March 24, 2018 between Willow Run Apartments Mark Center Owner LLC ("Landlord") and

Mario Ganguenon ("Resident"), 5335 Taney Ave Apt. 102 Alexandria, VA 22311

- A. ELECTRIC:
Allocation based on a combination of square footage of the Apartment and the number of persons residing in the Apartment. Resident will receive a bill from our third-party service provider.
- B. GAS:
Allocation based on a combination of square footage of the Apartment and the number of persons residing in the Apartment. Resident will receive a bill from our third-party service provider.
- C. WATER
Allocation based on a combination of square footage of the Apartment and the number of persons residing in the Apartment. Resident will receive a bill from our third-party service provider.
- D. SEWER:
Allocation based on a combination of square footage of the Apartment and the number of persons residing in the Apartment. Resident will receive a bill from our third-party service provider.
- E. CENTRAL BOILER:
- F. TRASH REMOVAL/RECYCLING SERVICE:
Flat rate per month of \$10.00. Resident will receive a bill from our third-party service provider.
- G. ADMINISTRATIVE FEES:
There will be a one-time set up fee of \$15.00 charged to resident on the first utility billing by the third-party service provider. There will also be a monthly service charge of \$6.75.
- H. OTHER:

By signing this Term Sheet, you acknowledge that it is made a part of the Utility Addendum and underlying Lease. You further acknowledge that you have read and that you agree to all of the provisions set forth in this Term Sheet.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year written below.

Date of This Tern Sheet: March 24, 2018

Willow Run Apartments Mark Center Owner
LLC
Francis B. Lee
Landlord

Date

Mario Ganguenon
Resident

Date



COMMUNITY RULES AND REGULATIONS

Apartment #: 5335-102

These Rules and Regulations (“Rules”) are an addendum to the Residential Lease Agreement (“Lease”) between **Willow Run Apartments Mark Center Owner LLC** (hereinafter “Landlord”) and **Mario Ganguenon** (hereinafter collectively “Resident”) and shall automatically renew for any subsequent lease term(s) without the need to re-sign this document. Resident agrees to comply with the following rules for the safety and care of the building and for the safety and comfort of all residents. Landlord shall not be responsible for any injury, loss or damage to persons or property resulting from violations of any rule, whether by Resident’s family, guests, domestic employees or licensees (hereinafter collectively “guests”).

Violations of the rules may subject the Resident to a **\$25** fine for each day the violation exists, as Additional Rent, in addition to any other remedies the Landlord may have in accordance with this Lease or by operation of law. To the extent permitted by law, Landlord reserves the right to amend these Rules upon thirty (30) days written notice to Resident. A breach of these rules is a substantial and material breach of the Lease and may be grounds for termination of the Lease and/or eviction.

1. Resident shall respect the rights to peace and quiet of all other Residents of the community and will not disturb any of them unreasonably by shouting or other loud use of his or her voice, with noise, music, radios and televisions, odor, or in any other way. All abusive, disorderly, violent, or harassing conduct by a Resident, including but not limited to abusive and/or foul language, sexually explicit comments toward Residents, occupants, or management is prohibited.
2. Resident is responsible for the actions of guests and minor occupants. Resident will be responsible for any damages done by guests or minor occupants to landscaping or any other part of the community, as Additional Rent. If Landlord designates certain areas as play areas for minors, minors are required to confine their play to those areas. Landlord is not responsible for any injuries occurring in this area and does not provide supervision of the play areas. Motorized or non-motorized scooters and skateboards are not permitted in the parking lots, sidewalks, and streets of the community.
3. No waterbeds are allowed on the premises.
4. Nothing may be placed on or attached to the roof, fire escapes, outside walls of Apartment, patios, balconies and/or the common areas of the building. Patios and balconies must be kept neat and clean and may not be used for storage. Nothing may be attached to the siding, or exterior patio or doors, or any sills or windows except drapery rods, shades and blinds. Resident shall not display any signs, flags, pennants, advertisements, notices or other lettering so as to be visible from the outside of Resident’s apartment. Landlord may demand removal of any addition, temporary or otherwise, that Landlord deems to be aesthetically displeasing, hazardous or undesirable.
5. Trash and garbage (including recyclables) shall be placed in closed containers and properly discarded daily in the waste receptacles identified throughout the community. Resident shall not throw sweepings, rubbish, rags or other objects into the plumbing fixtures. Nothing may be thrown out of windows nor shall Resident air dry or shake rugs, blankets or clothing out of windows. Resident shall not allow excessive clutter in the Apartment which restricts access to any area or which constitutes a fire hazard. Residents that smoke shall do so in a manner so as not to bother other Residents. Cigarette butts should be fully extinguished and disposed of safely and may not be thrown onto the grounds or off balconies or patios.
6. Cooking is not permitted on balconies, porches or any other portion of the community except as may be designated by Landlord.
7. Resident shall not obstruct or store any items on the sidewalks, breezeways, driveways, entrances, halls, stairs or other public or common areas of the buildings, or in any HVAC closet. Any items found on or in said areas will be considered abandoned and Landlord may dispose of the same without notice to Residents and at Resident’s expense, as Additional Rent.

8. Resident is not allowed on the roof or restricted areas of the building and grounds.
9. Resident agrees to inspect the existing smoke detector and carbon monoxide detector (if applicable) at least once a month and to replace the battery when needed. Resident shall not remove or disable any smoke detector per local fire ordinances. Resident agrees to notify Landlord immediately if any detector is not working.
10. Resident shall promptly comply with all laws, orders, ordinances, regulations, rules and requirements of local, state, and federal governmental authorities. Resident shall comply with any requirements of insurance carriers and boards of fire underwriters or similar groups which are properly directed to the Resident. If the Landlord is issued any fines or penalties for Resident's failure to comply with this paragraph or with any terms or conditions of the Lease, Resident is responsible for payment of such fines as Additional Rent.
11. Vehicles/Parking Area: Resident shall not make any alteration or post any signs or other designation upon any parking space in the parking area. Resident shall read and obey all parking signs, painted curbs and painted roadways on the premises and is strictly prohibited from parking in any fire lanes, designated roadways or any parking space not designated for Resident parking. The parking area may not be used for business purposes. Resident shall provide Landlord with new vehicle information or any update to its vehicle information, including insurance coverage, within 48 hours of receipt. Vehicles are not to be repaired or washed on the premises. The following vehicles will NOT BE PERMITTED to be parked or stored anywhere in the Community: vehicles which do not bear license plates, vehicles without valid and current registration, inspection, and insurance, vehicles that are inoperable, severely damaged or have a flat tire, vehicles that constitute a hazard or danger, or that store hazardous or dangerous substances, vehicles offered for sale that are not being operated regularly, recreational vehicles, trailers, boats, campers, or commercial vehicles of any kind. Resident and Resident's guests shall cooperate during snow emergency and park only in areas designated by Landlord. Landlord shall make reasonable efforts to remove snow from the parking area when snowfall exceeds three inches but Landlord makes no guarantee that parking spaces will be accessible during or shortly after snowfall. Resident shall not be entitled to any form of abatement or diminution of rent by reason of any aforementioned conditions.

To the extent permitted by law, Landlord reserves the right to tow or have towed any prohibited vehicle without prior notice to the owner and/or operator and at the owner and/or operator's sole expense. To the extent permitted by law, Resident hereby consents to the towing of any prohibited vehicle as defined in this paragraph, waives any further notice prior to towing, and agrees to be responsible for any towing expenses and for any damage caused by the prohibited vehicle, all as Additional Rent. Resident RELEASES Landlord from all responsibility or liability for any damage to the towed vehicle. Resident is responsible for all vehicles in the community owned or driven by Resident and Resident's guests. It is expressly understood that there is no bailment between Landlord and Resident. Landlord shall not be responsible and assumes no liability for loss or damage to Resident's and Resident's guest's vehicles, their contents and accessories, resulting from fire, theft, vandalism, mysterious disappearance or any other cause whatsoever, while the vehicles and/or goods are parked within the parking area. To the extent permitted by law, Resident hereby RELEASES Landlord from any such liability.

12. If Resident accidentally locks himself or herself out of the Apartment, Resident shall pay a "lockout" charge of \$25.00 as additional rent for Landlord to provide access to the Apartment. Access will only be provided to the Resident(s) or Occupant(s) named in the Lease. If, for any reason, Resident requests that Landlord change the lock(s) for the Apartment, Resident shall pay a "lock change" charge of \$75.00 as additional rent for the installation of the new lock.

Willow Run Apartments Mark Center Owner
LLC

Freda D. Baker
Landlord

Date

Mario Ganguenon

Resident

Date



AMENITY ADDENDUM

Apartment #: 5335-102

This Amenity Addendum (the "Addendum") shall become part of the Residential Lease Agreement (the "Lease") dated March 24, 2018, between Willow Run Apartments Mark Center Owner LLC ("Landlord") and Mario Ganguenon (collectively "Resident").

- 1. Amendment.** The Lease is amended by this Amenity Addendum. By signing this Addendum, Resident acknowledges and understands that certain recreational facilities (Fitness Center, Swimming Pool, Tennis Courts, etc.) (each hereinafter "Amenity") are being made available for Resident's use and enjoyment, subject to the terms and conditions set forth below. In the event of any inconsistencies between this Addendum and the Lease, the terms and conditions of this Addendum shall prevail. If the Lease is renewed, this Addendum is automatically renewed as part of the Lease. Resident acknowledges that Resident has the right to consult an attorney before signing and acknowledges that any questions or concerns in regard to this Addendum have been fully addressed to Resident's satisfaction.
- 2. Rules and Regulations.** By signing this Addendum, Resident acknowledges and understands that the use of each Amenity set forth below may be governed by separate Rules and Regulations that must be adhered to at all times. Resident further acknowledges receipt of the applicable Rules and Regulations for each Amenity that is currently available at the property.
- 3. Amenity Fee.** Resident acknowledges that a separate annual fee may be incurred for usage of each Amenity ("Amenity Fee"). Any outstanding Amenity Fee due to Landlord shall be considered Additional Rent, payable at the first of the following month.
- 4. Access.** Resident acknowledges issuance of a Key/Key Fob/Access Card providing access to one or all of the Amenities available at the property and agrees that the Key/Key Fob/Access Card is for Resident's express use only and shall not be loaned to anyone under any circumstances. Resident acknowledges that the Key/Key Fob/Access Card is the sole property of Landlord for which Resident shall immediately return same upon demand of Landlord. Resident shall reimburse Landlord **\$50** per card for any Key/Key Fob/Access Card that is lost, stolen or rendered useless due to damage.
- 5. Assignment.** Resident acknowledges that the use of the Amenities referenced herein is non-transferable. Resident may not assign its rights under this Addendum in whole or in part.
- 6. Landlord's Right to Terminate.** Resident may be subject to permanent forfeiture of the right and privilege granted by Landlord if any provision of the Lease or this Addendum is violated by Resident, Resident's family (including children), or Resident's guests.
- 7. Changes to Amenity Addendum.** Resident acknowledges that Landlord may revise any term of this Addendum on thirty (30) days' notice to Resident.
- 8. Landlord's Limitation of Liability.** Landlord is not liable for any losses or damages Resident incurs as the result of the use of any Amenity provided by Landlord. To the extent permitted by law, Resident agrees to release, hold harmless, and indemnify Landlord and Landlord's representatives from and against any and all claims, demands, costs, expenses (including attorney fees), and causes of action arising out of or in any manner relating to any personal or property damage, death, injury, or loss suffered from or sustained by Resident or Resident's guests, occupants, or persons present with Resident knowledge and consent, on account of any use of any Amenity, other than from Landlord's gross negligence or willful misconduct, or the misconduct of Landlord's representatives. Resident expressly acknowledges and agrees that the foregoing release, hold harmless, and indemnification includes, but is not limited to, such claims, demands, costs, expenses, and causes of action arising from or relating to the negligence of Landlord or Landlord's representatives.
- 9. Failure to Pay.** Resident acknowledges that any Amenity Fee or related charge incurred in connection with the use of any Amenity shall be considered Additional Rent. Failure to pay the applicable charge is a material and substantial breach of the Lease and such breach shall entitle Landlord to exercise all remedies available under the Lease and applicable state law.
- 10. Deduction from Security Deposit.** Resident acknowledges and agrees that any unpaid Amenity Fee or related charge may be deducted from the security deposit at the termination of the rental agreement.
- 11. Severability.** In the event any provision of this Amenity Addendum is held to be invalid by a court or other tribunal of competent jurisdiction under any applicable statute or rule of law, such provision shall be limited or eliminated to the minimum extent necessary so that this Amenity Addendum shall otherwise remain in full force and effect. The remainder of the Amenity Addendum shall be valid and

enforceable to the maximum extent possible.

12. Amenities. Resident hereby requests and Landlord hereby grants access to the following Amenity as indicated by a checkmark below:

[X] A. Fitness Center. Resident recognizes that certain equipment, commonly used for exercising, (the "Fitness Center") has been made available by Landlord. Resident agrees to use the Fitness Center in a prudent manner, one that is consistent with the use of a Fitness Center, which is not offensive or dangerous to a Resident or any users of the Fitness Center, and is in compliance with such policies, rules and regulations as shall be established by Landlord in connection with the operation of the Fitness Center. Resident shall not permit any guest of Resident to use the Fitness Center, unless such guest is accompanied by Resident. Persons under the age of 14 must be accompanied and supervised by a parent, guardian, or legal custodian at all times.

Annual Fee: included in amenity fee

[X] B. Swimming Pool Facility. Resident recognizes that a Swimming Pool has been made available by Landlord. Resident understands and acknowledges that the use of the Swimming Pool, facilities, pool furniture and related equipment is a potentially dangerous activity and should only be used by those persons who have been trained to swim. Resident hereby agrees that Resident and its guests shall use the Swimming Pool and related furniture and equipment in compliance with such policies, rules and regulations as shall be established by Landlord in connection with the operation of the Swimming Pool. Resident shall not permit any guest of Resident to use the Swimming Pool, unless such guest is accompanied by Resident. Persons under the age of 14 must be accompanied and supervised by a parent, guardian, or legal custodian at all times. However, if the Swimming Pool Facility is supervised by a lifeguard, supervision shall only be required for persons under the age of 14.

Annual Fee: included in amenity fee

[X] C. Outdoor/Indoor Recreational Facilities. Resident recognizes that various Outdoor/Indoor Recreational Facilities, (i.e. playground, tennis/basketball, dog park, fitness stations, business center, community room, etc.) have been made available by Landlord. Resident hereby agrees that Resident and its guests shall use the Outdoor/Indoor Recreational Facilities ("Facilities") in compliance with such policies, rules and regulations as shall be established by Landlord in connection with the operation of the Facilities. Resident shall not permit any guest of Resident to use the Facilities, unless such guest is accompanied by Resident.

Annual Fee: included in amenity fee

If any Amenity checked above has a specific set of Rules and Regulations, it shall be attached to this Addendum and become a part thereof. Resident acknowledges receipt of a copy of this Addendum and any Rules and Regulations, and agrees to comply with its terms.

**INTENDING TO BE LEGALLY BOUND,
the parties hereto have executed this instrument as of the day and year written below.**

Date of This Addendum: March 24, 2018

Willow Run Apartments Mark Center
Owner LLC

Feresa Bulea
Landlord

Date

Mario Ganguenon

Resident

Date



Fitness Center Rules and Regulations

Apartment #: 5335-102

1. **Use of Fitness Center.** Resident and any permitted guest will use the Fitness Center ("Fitness Center") in a safe manner and only for the purposes provided. Resident or guests will not use the Fitness Center in any way that is offensive or dangerous to Residents or to other users of the Fitness Center or the community. Landlord may prohibit use of the Fitness Center by any Resident that Landlord believes has failed to comply with any of landlord's Rules and Regulations, or the Lease, including all addendums.
2. **Adult Supervision:** Any Resident under the age of 14 years is not permitted in the Fitness Center for any reason. This requirement is for health and safety reasons.
3. **Guests:** Resident shall not permit any guest of Resident to use the Fitness Center unless the guest is accompanied by Resident and Resident has obtained authorization from management in advance. Residents are responsible for the conduct of their guests.
4. **Dress:** Resident must wear shoes and shirts in the clubhouse and fitness facility. Resident may not wear wet bathing suits in the fitness facility.
5. **Right to Discontinue Use:** Resident agrees that landlord provides the Fitness Center for the Resident only as a courtesy. Landlord may close or limit the Fitness Center at any time and for any reason.
6. **No Supervision:** Resident understands that NO attendants or supervisor of any kind will be in the fitness facility.
7. **No Warranties:** Resident understands that Landlord makes no representation that Landlord's representatives, if any, have expertise in the use, operation and physical condition of the Fitness Center or the equipment. Resident understands that Landlord makes no representations or warranties that the Fitness Center or the exercise equipment is safe.
8. **Use at Own Risk:** Resident agrees that use of the Fitness Center by Resident or Resident's guest (including any person present with Resident's knowledge and consent), shall be at the Resident's own risk.
9. **Release:** To the extent permitted by law, Resident agrees that if a personal injury, death, or damage to personal property happens through the use of the Fitness Center or fitness equipment, Resident may not bring a claim or lawsuit against the landlord. Resident also agrees that if Resident's guest suffers a personal injury, death or damage to personal property, Resident will be responsible to pay Landlord any money which Landlord and Landlord's insurance company pays or is required to pay because of injury to Resident's guest.
10. **Lost Keys:** In the event a Resident loses a key or key fob, a charge of \$\$50 will be made in order to receive a new key or key fob.
11. **Physician's Consent:** Residents should consult their physician before any physical fitness program is started.

Resident hereby acknowledges receipt of these Rules and Regulations and agrees to comply with its terms.

Mario Ganguenon

Mario Ganguenon
Resident

Date



Swimming Pool Rules and Regulations

1. **Use of Swimming Pool Facility.** Resident shall use the Swimming Pool Facility in a safe manner and only for the purpose provided. Resident will not use the Swimming Pool Facility in any way that is offensive or endangers the safety and comfort of other users of the Swimming Pool Facility. Landlord may prohibit use of the Swimming Pool Facility by any Resident that Landlord believes has failed to comply with any of these rules and regulations.
 2. **Adult Supervision.** Any Resident under the age of 16 years is not permitted in the Swimming Pool Facility unless accompanied and supervised by a parent, guardian, or legal custodian at all times.
 3. **Guests.** Guests are not permitted to use the Swimming Pool Facility unless the guest is accompanied by Resident.
 4. **Dress.** Resident must wear appropriate swimming attire in the Swimming Pool.
 5. **Shower Facilities.** Shower facilities are provided by Landlord. All persons shall shower before entering the water.
 6. **Right to Discontinue/Limit Use.** Resident agrees that Landlord provides the Swimming Pool Facility for the Resident only as a service. Landlord may close or limit the use of the Swimming Pool Facility at any time and for any reason.
 7. **NO LIFEGUARD OR SUPERVISION.** NO lifeguard, attendant or supervisor of any kind will be at the swimming pool. RESIDENTS AND PERMITTED GUESTS USE THE POOL AT THEIR OWN RISK.
 8. **Diving.** Diving shall be strictly prohibited and shall result in ejection from the Swimming Pool Facility, up to and including the termination of Resident's right to use the Swimming Facility without refund or credit to account.
 9. **Physician's Consent.** Prior to regaining access to the Swimming Pool Facility, Resident shall provide written approval to Landlord from a physician indicating that the condition no longer endangers or puts other users at risk.
 10. **Infants/Toddlers.** All persons in diapers must wear plastic pants with snug fitting elastic waist and leg bands.
 11. **Animals.** No animals, except for service animals, shall be allowed in the Swimming Pool Facility.
 12. **Containers.** Glass containers are prohibited in the Swimming Pool Facility.
 13. **Water Toys.** Landlord maintains absolute authority to control or forbid the use of facemasks, snorkels, swim fins, life preservers, floaters, balls, or other play items which may create an unsafe bathing environment.
 14. **Drugs or Alcohol.** Persons suspected of being under the influence of drugs or alcohol shall be prohibited from entering the water.
 15. **No Warranties.** Resident understands that the Landlord makes no representations or warranties to the safety of the Swimming Pool Facility.
 16. **Use at Own Risk.** Resident agrees that use of the Swimming Pool Facility by Resident and Resident's guest (including any person present with Resident's knowledge and consent), shall be at the Resident's own risk.
 17. **Release.** Unless prohibited by law, Resident agrees that if a personal injury, death, or damage to personal property happens through the use of the Swimming Pool Facility or Swimming Pool furniture or equipment, Resident may not bring a claim or lawsuit against the Landlord. Resident also agrees that if Resident's guest suffers a personal injury, death or damage to personal property, Resident will be responsible to pay Landlord any money which Landlord and Landlord's insurance company pays or is required to pay because of injury to Resident's guest.
- Infectious Diseases/Conditions.** State regulation prohibits the use of swimming pool facilities by any person showing evidence of any communicable skin disease, sore or inflamed eyes, cold, nasal or ear discharges. Any person showing evidence of such communicable disease, excessive sunburn, open blisters, cuts, bandages or any gastrointestinal symptoms shall be denied admission. Resident or

Mario Ganguenon
Mario Ganguenon
Resident

Date



OUTDOOR/INDOOR RECREATIONAL FACILITIES **RULES AND REGULATIONS**

Apartment #: 5335-102

1. **Use of Outdoor/Indoor Recreational Facilities.** Resident will use the Outdoor/Indoor Recreational Facilities ("Recreational Facilities") in a safe manner and only for the purpose provided. Resident will not use the Recreational Facilities in any way that is offensive or dangerous to Residents or to other users of the Recreational Facilities. Landlord may prohibit use of the Recreational Facilities by any Resident that Landlord believes has failed to comply with any of Landlord's Rules and Regulations.
2. **Adult Supervision.** Landlord reserves the right to designate appropriate age restrictions for each Recreational Facility.
3. **Guests.** Resident shall not permit any guest or Resident to use the Recreational Facilities unless the guest is accompanied by Resident.
4. **Dress.** Resident must wear proper attire on the Recreational Facilities. Resident may not wear wet bathing suits at the Outdoor Facilities.
5. **Hours of Operation.** Residents may use the Recreational Facilities only during the hours specified. There shall be no loitering at the Recreational Facilities at any time.
6. **Right to Discontinue Use.** Resident agrees that Landlord provides the Recreational Facilities for the Resident only as a service. Landlord may close or limit use of the Outdoor Facilities at any time and for any reason.
7. **No Supervision.** Resident understands that NO attendants or supervisor of any kind will be on the Outdoor Facilities.
8. **Animals.** No animals shall be allowed at the Recreational Facilities except the Dog Park if one is available at the community. However, service animals are allowed at all Recreational Facilities provided that the service animal is in the company of the resident for whom the service animal provides assistance.
9. **Containers.** Glass containers shall be prohibited on the Recreational Facilities.
10. **Alcohol.** Alcoholic beverages are strictly prohibited.
11. **Excessive Noise.** Loud radios and abusive language are not permitted.
12. **No Warranties.** Resident understands that Landlord makes no representation that Landlord's representatives, if any, have expertise in the use, operation and physical condition of the Recreational Facilities or the equipment. Resident understands that the Landlord make no representations or warranties that the Recreational Facilities or the exercise equipment is safe.
13. **Use at Own Risk.** Resident agrees that use of the Recreational Facilities by Resident, Resident's guest and person present with Resident's Knowledge and consent, shall be at the Resident's own risk.
14. **Release.** Resident agrees that if a personal injury, death, or damage to personal property happens through the use of the Recreational Facilities or equipment, Resident may not bring a claim or lawsuit against the Landlord. Resident also agrees that if Resident's guest suffers a personal injury, death or damage to personal property, Resident will be responsible to pay Landlord any money which Landlord and Landlord's insurance company pays or is required to pay because of injury to Resident's guest.

Resident hereby acknowledges receipt of these Rules and Regulations and agrees to comply with its terms.

Willow Run Apartments Mark Center Owner
LLC

Francine B. Baker
Landlord

Date

Mario Ganguenon

Resident

Date

MORGAN PROPERTIES

Resident Parking Addendum

This addendum (the "Parking Addendum" or "Agreement") is hereby incorporated into and shall become a part of the rental agreement (the "Lease") dated March 24, 2018, between Willow Run Apartments Mark Center Owner LLC ("Landlord") and Mario Ganguenon ("Resident"), in reference to Apartment #5335-102. Defined terms not otherwise defined herein shall have the meaning given to such terms in the Lease.

Commencing upon execution of this Parking Addendum and expiring at the Lease End Date, Landlord shall provide Resident with unassigned parking in Landlord's parking lot ("Parking Lot"). Resident's use of the Parking Lot shall be restricted to the following passenger vehicle(s) ("Vehicle"), for which Resident shall at all times maintain in operable condition with current vehicle registration and insurance:

Resident shall pay to Landlord a parking fee of \$0 ("Parking Fee"). If a monthly Parking Fee is charged, it shall be due with the monthly Rent and deemed to be Additional Rent and shall also be subject to the terms and conditions of the underlying Lease.

1. **Use.** The use of the Parking Lot by Residents shall be limited to the Vehicle(s) identified above. All vehicles in the Parking Lot must prominently display either a Resident Parking Permit or a Guest Parking Pass (if such Permits or Passes are used in this community). Parking of commercial vehicles or recreational vehicles is never permitted. The Parking Lot shall not be used for business purposes or for the repair or the washing of vehicles. Resident shall not make any alteration or post any signs or other designation upon any parking space in the Parking Lot. Vehicles which do not bear license plates, vehicles without valid and current registration, inspection, or insurance, vehicles that are inoperable (including vehicles with a flat tire) or that constitute a hazard or danger, or that store hazardous or dangerous substances, are strictly prohibited on the Parking Lot.

2. **Key Card/Parking Pass.** If Key Cards or Parking Passes are used in this community, Resident acknowledges issuance of a Key Card/Parking Pass providing access to the Parking Lot and agrees that the Key Card/Parking Pass is for Resident's express use only and shall not be loaned to anyone under any circumstances. Resident acknowledges that the Key Card/Parking Pass is the sole property of Landlord for which Resident shall immediately return same upon demand of Landlord. Resident shall reimburse Landlord **\$50.00** for any Key Card/Parking Pass that is lost, stolen or rendered useless due to damage.

3. **Liability/Indemnification.** It is expressly understood that this Agreement in no way creates a bailment between Landlord and Resident. Landlord shall not be responsible and assumes no liability for loss or damage to Resident's property, including Resident's Vehicle, its contents and accessories, resulting from fire, theft, vandalism, mysterious disappearance or any other cause whatsoever, while the Vehicle and/or goods are stored within the parking Lot or garage facility. Furthermore, to the extent permitted by law, Resident shall indemnify, defend and hold Landlord harmless from any claim of theft, property damage, or personal injury, discovered or accrued at any time which may arise from this Parking Addendum.

4. **Assignment.** Resident may not sublease any parking space, or assign this Parking Addendum in whole or in part.

5. **Rules and Regulations.** Resident and guests shall observe and strictly comply with all Rules and Regulations that Landlord may reasonably adopt for the safety, order and cleanliness of the Parking Lot.

Resident and guests shall read and obey all parking signs, painted curbs and painted roadways on the premises and are strictly prohibited from parking in any fire lanes, designated roadways, on grass or off-road, or in any parking space not designated for Resident parking. Residents and guests may not park in spaces assigned to other residents, or handicap parking spaces unless the vehicle displays the appropriate permit. Landlord reserves the right to revise any Rules and Regulations and/or the terms of this Addendum upon 30 days' notice to Resident.

6. **Vehicle Information.** Resident shall provide Landlord with new vehicle information or any update to its vehicle information, including insurance coverage, within 48 hours of receipt. Resident shall obtain Landlord's written consent prior to any change to the make, model and/or license plate number of the vehicle to be parked in the Parking Lot.

7. **Snow Removal.** Landlord shall make reasonable efforts to remove snow from the Parking Lot when snowfall exceeds three inches but Landlord makes no guarantee that parking spaces will be accessible during or shortly after heavy snowfall or flooding. Resident shall not be entitled to any form of abatement or diminution of parking fee by reason of any aforementioned conditions.

8. **Towing.** To the extent permitted by law, Landlord reserves the right to tow or have towed any prohibited vehicle without prior notice to the owner and/or operator and at the owner and/or operator's sole expense. To the extent permitted by law, Resident hereby consents to the towing of any prohibited vehicle herein, waives any further notice prior to towing, and agrees to be responsible for any towing charges paid by Landlord and for any damage caused by the prohibited vehicle, as Additional Rent. Pursuant to the Lease, Resident is responsible for their guests, and therefore Resident is responsible for the provisions of this Parking Addendum in relation to vehicles owned or operated by Resident's guests.

9. **Failure to Pay.** Resident acknowledges that the monthly Parking Fee for the use of the Parking Lot is considered Additional Rent. Failure to make monthly payment to Landlord for the use of the Parking Lot is a material and substantial breach of the Lease and such breach shall entitle Landlord to exercise all remedies available under the Lease and applicable state and local law. Resident acknowledges and agrees that to the extent

permitted by law, any unpaid parking fees may be deducted from the security deposit as Additional Rent, at the termination of the underlying Lease.

10. Termination by Landlord. Resident understands that a violation of any of the terms of this Parking Addendum shall be considered a material and substantial breach of the Lease and such breach shall entitle Landlord to exercise all remedies available under the Lease and applicable state law. Upon violation of this Parking Addendum, Resident's parking privilege will be terminated and revoked by the Landlord upon three (3) days written notice of such revocation. Furthermore, the termination of the underlying Lease for other cause shall simultaneously terminate this Parking Addendum and void any right. Any stored item not removed within ten (10) days after termination of this Parking Addendum or termination of Resident's occupancy of the apartment described in the underlying Lease, shall be deemed abandoned. Upon such abandonment, Landlord may remove all personal property therein and sell it at a public sale and proceeds from the sale thereof may be applied to the expenses for removal, notice and advertisement of sale and for lost rental revenue.

11. Termination by Resident. Resident may terminate this Parking Addendum upon providing sixty (60) days written notice to Landlord. Any such notice of termination given on a day other than on the first (1st) day of a month shall be effective as of the first (1st) day of the calendar month following receipt of same by Landlord.

☐ I do not have a vehicle at this time; however, I understand that upon obtaining a vehicle it is my responsibility to abide by the terms of this addendum.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Parking Addendum as of the day and year written below.

Date of this Addendum: March 24, 2018

Willow Run Apartments Mark
Center Owner LLC

Teresa Baker

Landlord

Date

Mario Ganguenon

Mario Ganguenon

Resident

Date

12. Renewal. Provided that Resident is not in violation of any of the terms of this Parking Addendum or the underlying Lease, this Parking Addendum shall automatically renew for an additional term, pursuant to the terms of the underlying Lease, upon the submission of current vehicle registration, insurance and driver's license.

13. General Provisions. Except as otherwise set forth in this Addendum, the terms and conditions of the Lease and any Renewals and Addenda thereto shall remain in full force and effect. This Addendum is to be attached to and incorporated into the Lease as if fully set forth therein, comprising one document as a whole. In the event of any conflict between the Lease and this Addendum, this Addendum shall control. The waivers and releases contained herein survive termination of the current tenancy agreement between the parties, whether by natural termination, eviction, or otherwise. Except as otherwise provided herein, no subsequent change or addition to this Agreement shall be binding unless in writing and signed both parties. If any of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if that invalid, illegal or unenforceable provision had not been contained in this Agreement.



PET ADDENDUM

Apartment #: 5335-102

This Addendum is added to and made a part of the Residential Lease Agreement ("Lease") between **Willow Run Apartments Mark Center Owner LLC (hereinafter referred to as "Landlord" or "we," "us," or "our")** and **Mario Ganguenon (hereinafter referred to collectively as "Resident" or "you" or "your")**. Resident agrees to comply with the following terms and conditions of having a pet in the community:

- 1) The maximum weight at maturity of each animal is not to exceed **85 lbs.**
- 2) The Pet fees are as follows: **\$350.00 Non Refundable** Pet Fee *and* **\$40.00** Monthly Pet Fee/ Per Pet.
The Non Refundable Fee shall be paid upon approval of the pet, and before the pet is brought into the community.
The Monthly Fee is due on the first day of the month along with the monthly rent.
- 3) The maximum number of pets per household is **2**
- 4) To request approval of a pet, you must supply us with papers from a **Certified Veterinarian** stating the following:
A. Type of breed, **B.** Expected weight at maturity, **and C.** Proof of current inoculations, including Rabies.
- 5) **Any mixes of the following breeds are not permitted: Rottweiler, Dobermans, Chows, Pit Bulls and German Shepherds. If, in our sole discretion, we determine a pet to be aggressive or otherwise undesirable, that pet will be denied and not allowed in the community. This will be determined after an interview with us.**
- 6) If approved, you are being granted the privilege but not the right to have a pet in the community. **Even after a pet has been approved and permitted in the Community, the permission to have a pet may be revoked at any time if, in our sole discretion, we determine the presence of the pet to be undesirable for any reason.**
- 7) You are responsible for the conduct of your pet. You agree to keep the pet on a leash at all times when outside the Apartment. You agree not to exercise the pet inside the Apartment Community, except in designated exercise areas, if any. You agree to not leave the pet unsupervised on a patio or balcony, and shall not allow the pet to defecate or urinate on a patio or balcony at any time. You agree not to tie or leave the pet in any common area. You shall promptly collect and remove all pet waste from the grounds of the Community, and dispose of it properly.
- 8) **The designated areas for walking your dog are at dog park.**
- 9) The penalties for not cleaning up after your pet are **\$50** for each offense and up to \$250.00 fine, as additional rent.
- 10) You shall ensure your pet does not at any time disturb any other resident of the Community or damage any property located in the Apartment or in the Community. If, in our sole opinion and discretion, we determine that your pet has disturbed or is disturbing any other resident or has caused or is causing damage in or to your Apartment or the Community, then you must permanently remove the pet from the Apartment and the Community within ten (10) days after written request from us. Your payment for damage caused by the pet shall not entitle you to keep the pet.
- 11) All other terms of the Lease and the Community Rules and Regulations are not changed by this Addendum and remain in full force and effect. If there is any conflict, the terms of this Addendum shall prevail. If the Lease is renewed, this Pet Addendum is automatically renewed along with the Lease without the need to sign a new Pet Addendum.
- 12) Your failure to comply with the terms of this Pet Addendum or your misrepresentation or failure to be truthful in any statements or assurances contained in this Pet Addendum shall constitute a substantial and material breach of the Lease that may result in termination of the Lease Agreement and/or an eviction action against you. You agree that only the pet described and named below will occupy the premises. No additional or different pet is authorized under this agreement.

[X] I do not have a pet at this time, however I understand that upon obtaining a pet it is my responsibility to abide by the terms of this addendum.

My pet is a: ☐ Dog ☐ Cat My pet is a: ☐ Male ☐ Female

The pet's name is: and is approximately years old.

The pet is generally described by the following: Breed: Weight:

My pet is a: ☐ Dog ☐ Cat My pet is a: ☐ Male ☐ Female

The pet's name is: and is approximately years old.

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The pet's name is: and is approximately years old.

The pet is generally described by the following: Breed: Weight:

Willow Run Apartments Mark Center Owner
LLC

Francis B. Lee
Landlord

Date

Mario Ganguenon

Resident

Date