



PRICE • WILLIAMS

Builders • Developers • Property Managers

600 East Main Street, Suite H - Radford, VA 24141
Ph: 540.639.3027 - Fax: 540.639.4155
PWREALTY@SWVA.NET - WWW.PRICEWILLIAMSREALTY.COM

AMENDMENT OF LEASE

This AMENDMENT is to be incorporated into a Lease entered into between Price-Williams Realty, Inc. the Lessor hereafter referred to as the Agent, and the Lessees, hereafter referred to as Tenants, pertaining to a property referred to as _____.

SPECIAL PROVISIONS

1. Only ____ person(s) will be allowed to reside at the above address, and those person(s) must be listed on the front of the Lease, or in a fully executed sub-lease agreement.
2. Tenant will not assign this lease, nor sublease the premises, without Agent's consent. Any sublease shall include all Price-Williams required documentation and shall be signed by all persons therein designated. Any approval by Agent to an assignment or sublease shall not release the Tenant's obligation under the lease.
3. NO PETS!! Rental units found to have unauthorized pet(s) will be held in breach of their contract. The entire security deposit may be retained & considered liquidated damages. Lessor may be entitled to any other monies due to pet fees. Tenants acknowledge & agree to this forfeiture clause. In addition, the apartment will be fined (for specific fines see the Price-Williams Policy & Procedures Handbook) and if necessary eviction proceeding will begin. This also applies to any visiting pets, family pets, etc. It is the tenant's responsibility to inform their visitors of this policy!
4. Rent is due the 1st of each month, including the month your lease starts. It is considered late on the 2nd, but a grace period is given until the 5th. After the 5th you will be charged a \$35.00 late fee per person. Rent must be in our office no later than the 5th, including weekends & holidays. Late fees will also be assessed on security deposits, dumpster fees and any other charges that you may incur if not paid by the due date. Lessee will also be charged an annual dumpster fee of \$70.00. NO CASH!! We accept checks and money orders ONLY. Money will be applied first to security deposit, second to outstanding fees and/or maintenance, and third to rent. No post-dated checks will be accepted. We provide a drop box in front of our office for your convenience. If a check is returned by your bank you will be charged an insufficient funds fee of \$25.00. You must pay for the bounced check with a cashier's check or money order.
5. All Lessees are jointly and severally responsible for all terms and conditions of this lease and the amendments of the lease.
6. Agent agrees to allow the Lessees to pay their monthly rent in separate checks as a convenience to Lessee. Lessees are aware that this agreement does not in any way effect the jointly and severally clause in the lease, as separate checks are being allowed only for the Lessees convenience.
7. Lessee is responsible for all utilities unless otherwise indicated in the lease. Arrangements for utilities MUST be made prior to check-in. Proof that utilities are on in tenants name from the City of Radford MUST be received to obtain the keys. The City can fax proof upon request. Tenants must leave all utilities on and running during the entire term of the lease. Lessee must leave heat on at 60 during winter months, in order to avoid damage to pipes.
8. Agent's insurance does not cover damage by fire, water, vandalism or any other cause to Tenant's personal property located within the leased premises. **Agent requires tenant to obtain Renters Insurance and tenant must provide policy renewal information yearly.** A separate policy or rider to Guarantor's



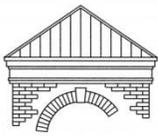
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homeowner's policy is acceptable. Proof of insurance MUST be delivered from each tenant to Agent prior to check-in.

9. Lessee is responsible for any repairs caused by their neglect, such as clogged drains, plumbing, frozen pipes when heat has been turned off or too low, etc. Lessee is held responsible for all broken windows, screens and/or doors, under any circumstances. Damage to inside of property is your responsibility. Details found in handbook.
10. Lessee will properly bag, remove and deposit trash or debris in the proper waste removal container. Lessee will be charged accordingly for any removal of trash. There will be no warning notices. We do not knock on doors! Lessee is responsible for exterior appearance of the rental unit to conform to Price-Williams Realty standards: Only non-upholstered furniture designed for exterior use will be allowed on patios, decks, or porches. Items that are prohibited include, but are not limited to: grills, beer kegs, trash, cigarette butts, etc...
11. Lessee is responsible to pay a lock-out charge of \$25.00 after 5:00 p.m. weekdays and anytime weekends and holidays. Payment is due at time of service. No exceptions!!
12. NO WATERBEDS!
13. Lessee agrees that Agent will be allowed access to the property at reasonable times for the following but not limited to; touring with prospective renters and purchasers, assessing unit condition, maintenance emergencies, etc. Lessee understands that Landlord and their representatives may enter the premises without first giving notice to show property or to perform routine maintenance.
14. Agent will notify Lessee by October 10, 2015 requesting their intent for renewal. Lessees will advise Agent of their intention to extend lease by November 10, 2015 however, Agent may lease to other parties at their discretion based on demand and availability of rental units. This provision replaces Section 20, page 7, of the lease, which pertains to termination & renewal.
15. Carpets are to be vacuumed regularly and shampooed once per year with a commercial cleaner. Price-Williams will contract with a professional cleaner to have the carpets cleaned when the apartment is completely vacated and will deduct the cost from the Lessee's security deposit.
16. All apartments are re-conditioned once they are completely vacated. A percentage of this charge is incurred by the tenant. For specific charges, see the Price-Williams Policy & Procedures Handbook. Re-conditioning is bringing the walls back to move-in condition.
17. Parties are strictly prohibited. Gatherings of 20 or more people are not allowed in any rental unit. We reserve the right to disperse any gatherings that we feel are being disruptive. Lessor shall give written warning, and then the residents may be fined up to \$100.00. Since this is a lease violation, eviction is possible. Lessee shall keep the volume of any radio, stereo or TV sufficiently reduced at all times. No disturbing noises will be tolerated.
18. Access to the roof of any Price-Williams property is strictly prohibited.
19. If the unit has a deck, it is limited to weight not to exceed 1200 pounds. Virginia Law - Article IV Sec. 9-64- forbids the presence of grills in apartment buildings. Any grills found will be disposed of and Lessee may be fined.
20. Parking permits are issued at certain properties; however, parking may at times be limited. At no time will Price-Williams Realty try to waive or have adjusted any fee resulting from illegally parked vehicles.
21. Any items left in the above premises after 5:00 p.m. on the lease end date will be considered abandoned. Price-Williams will store any items that they consider of value for 10 days. A removal fee of \$50.00 minimum plus cost of labor will be charged for removal of items. Price-Williams will not be held responsible for any items taken from the apartment by third parties after the lease end date.



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- 22. In the Lease agreement Section 4, page 2, the Agent is required to refund security deposit balances within 45 days in the form of one (1) check made payable to all tenants. Agent agrees and tenants hereby request that security deposit refund checks be issued to each individual tenant and hereby grants Agent approximately ninety (90) business days from lease end date for processing. It is the responsibility of the Lessee to provide Price-Williams in writing of their forwarding address by the lease end date. Non-compliance may result in delay of security deposit processing.
- 23. If Tenant does not meet the income requirement of Agent, all of Tenant's obligations under this Lease Agreement, financial or otherwise, and specifically including, but not limited to, Tenant's obligations as described in Section 3 of this Lease Agreement, shall be unconditionally guaranteed by qualifying guarantor(s) as evidenced by a properly executed Guarantor's Statement provided to Agent. If this Lease Agreement is modified, renewed, or extended, or if the Tenant holds over beyond the term of this Lease Agreement, the obligations of any guarantor hereunder shall extend accordingly. If Agent requires Tenants to provide Guarantor(s), Agent shall, at its sole discretion, have the option to deem this Lease Agreement invalid and unenforceable until all necessary "Guarantor's Statements" are properly received by Agent. Landlord also reserves the right to, at its sole discretion hold the Tenant liable without receiving a completed Guarantor form.
- 24. The payment schedule has been explained and we understand that the lease is not a calendar year; dates are based on the school year.

We understand our lease starts _____ and

Our first rent payment is due on or before _____.

- 25. I/we have read a copy of the Price-Williams Policies and Procedures Handbook. We understand and agree to the conditions.

Agent: Price-Williams Realty, Inc.

Lessee:

By: _____

Date: _____

