

ADDENDUM TO RENTAL AGREEMENT

ADDENDUM

TO

LEASE

FOR:

APARTMENT

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1. **No pets** are allowed in the apartment unless approved by the LESSOR at a rental rate of \$25.00 per pet per month in addition to the monthly rent. LESSEE may be subject to immediate eviction if any animals are being contained in the apartment without the consent of the LESSOR, and all Security Deposits may be forfeited. Should pet(s) be acquired by LESSEE subsequent to commencement of the Lease Agreement, LESSEE shall notify LESSOR immediately and start submitting the fee of \$25.00 per pet per month. If a pet(s) is discovered to be living in the apartment that is not on the lease, LESSEE shall be assessed the aforementioned pet fees retroactively effective commencement of the Lease Agreement. LESSEE must also pay to have the apartment professionally exterminated by a licensed exterminator if the LESSOR deems this action necessary. There will be **NO PUPPIES UNDER 6 MONTHS OF AGE** in the apartments, without exception. Extermination fees are between \$50.00 and \$100.00 per apartment. You must clean up any feces outside.

2. **No water beds, washing machines, dryers, or dishwashers are allowed in the apartment.** LESSEE is subject to immediate eviction plus the loss of all Security Deposit money. Lessee will also be responsible for any and all damage (structural or cosmetic) to the property.

3. **LESSOR will not furnish shades, venetian blinds, or screens,** nor will LESSOR be held responsible for the repair of any shades, venetian blinds or screens now existing in the apartment.

4. In the event that the **LESSEE locks himself out of his apt.,** LESSEE agrees to pay LESSOR \$10.00 for the use of the apartment key to enter his apt. between the hours of 9am and 5pm Monday through Friday; and \$25.00 for the use of the key between the hours of 5pm and 9am and on the weekends. **THIS FEE MUST BE PAID AT THE TIME THE LESSEE PICKS UP THE KEY OR WHEN THE ATTENDANT OPENS THE APT. DOOR.**

5. Any extra electrical wiring to be done to accommodate the LESSEE'S need for air conditioning will be done at the expense of the LESSEE by a licensed electrical contractor and will become a part of the real property. LESSEE should request written permission 10 days in advance from the LESSOR before work begins.

6. It is agreed and understood that in the event of any unreasonable or unbecoming behavior on the part of the LESSEE AND/OR HIS FRIENDS AND/OR GUESTS, where the police have been called and a report filed by another Tenant on the premises, the LESSOR may terminate this lease by giving the LESSEE 30 days notice of his intent to do so.

7. **It is agreed to and understood that ALL TENANTS AND THEIR GUESTS:**

a) must refrain from any illegal or other activity which impairs the physical or social environment of the property and neighborhood.

b) must refrain from the use of guns, firearms (operable or inoperable), numchucks, or similar instruments, blackjacks, and explosive devices while on Waybright Investments' property.

c) must refrain from the use and/or possession of illegal drugs while on Waybright Investments' property.

d) must refrain from the commission of any felonious act of physical violence to persons or property on or off Waybright Investments' property.

e) must refrain from the illegal use, sale or distribution of drugs and alcoholic beverages on Waybright Investments' property.

****Any violation of one or more of the aforementioned clauses will result in IMMEDIATE EVICTION.**

8. It is hereby agreed and understood that the only person(s) to live in the apartment are those listed on the face of this lease. In the event that other persons should be staying in the apt. whose names do not appear on the face of the lease, it is hereby agreed and understood that it is only with the prior consent of the LESSOR, and that the **monthly rental rate will increase by \$40.00 per month per person,** effective as of the date that the person(s) moves into the apartment, or if an accurate date can not be arrived at, the rent increase will be retroactive to the commencement of the lease agreement.

9. The LESSEE may NOT change the paint color of the apartment for any reason without the written consent of the LESSOR. If consent is granted your flat walls must be repainted with "Duron" Antique White flat paint, except for the kitchen, bath and trim, which must be painted with "Duron" Shell White Oil "Wall Coat" upon vacating the apartment. We will furnish the paint FREE upon request.

10. Additional locks can be installed on the premises with the consent and permission of the LESSOR. Any dead bolt locks requested will be installed according to the following conditions. LESSEE will pay for the lock itself (approximately \$20.00 to \$40.00 per lock), but LESSOR will purchase it at LESSEE'S expense. The original bill

will be presented to LESSEE for the lock. The lock will become a permanent part of the real property and must remain with the property upon the termination of the lease. THE LOCK CANNOT BE REMOVED.

11. LESSEE will schedule and make LESSOR aware of all parties of more than 12 persons total to be held in the apartment. Lessee will be responsible to clean up after his guests should they leave any debris in the halls, lawn or outside perimeter of the property. LESSEE is responsible for any damages his guests cause and any disruptive noise or behavior to the other residents or the buildings. Should the LESSEE not clean up by 12:00 noon the day following their party, the LESSEE agrees to pay the fee of from \$75.00 to \$100.00 to the LESSOR for having the area specially cleaned.

12. Heat will be turned on around October 10th and only after the furnaces have been thoroughly cleaned and checked for safety of operation. Normally, the heat is set automatically to go on from 5am to 12pm and again from 5pm to 12 midnight. Our thermostats are set at 68-70 degrees on the 3rd floor. Heat is turned off around the 1st day of April.

13. If you fail to return your inspection form to the LESSOR within 15 days from the beginning of your lease, you will be held liable for all damages found on the premises of your apt. upon vacating the apt. This form is for the LESSEE'S protection and it is necessary that the LESSEE fill it out completely and return it to LESSOR within the designated 15 days. Your should make your own copy.

14. A Security Deposit of \$ _____ has been made by the LESSEE to be held by the LESSOR until the expiration of Tenancy, at which time it will be returned if all of the following conditions have been met: all terms of the lease have been fulfilled, keys have been turned in on time, all outstanding fees have been paid, the apartment has been left in a reasonably clean condition and there are no damages beyond reasonable wear and tear as determined by the exiting inspection. (Reasonably clean means that the apartment is left clean and free of all items belonging to the LESSEE; free and clear of all debris; all floors are to be swept and mopped; closets cleaned out, window sills and baseboards washed clean; refrigerator defrosted and wiped clean and stove completely cleaned inside and out, including drip pans under the burners, and all other appliances that may be acquired from LESSOR (i.e. microwave) are to be cleaned in the same manner; all nail holes repaired and touched up with matching paint that can be obtained free from the LESSOR; all trash removed from the apartment, porches, and fire escapes; all partitions installed by the LESSEE are to be removed completely; bathroom cleaned thoroughly to include bathtub, ceramic tile walls, shower, sinks, toilets, medicine cabinets, tub tiles with repairs made, floors, etc.; NOTE: ANY CLEANING COSTS WHICH ARE MADE NECESSARY BY THE CONDITION IN WHICH THE APT. IS LEFT BY THE LESSEE WILL BE DEDUCTED FROM THE SECURITY DEPOSIT. (Cleaning fees will be \$200.00 for all 1 bedroom or smaller apartments and a \$250.00 fee for all 2 bedrooms. Larger apartments are charged at the rate of \$300.00 for a 3 bedroom and \$350.00 for a 4 bedroom or larger.) SECURITY DEPOSITS ARE NOT THE FIRST MONTH'S RENT NOR ARE THEY TO BE USED AS THE LAST MONTH'S RENT, unless approved in writing by LESSOR in advance of termination of lease agreement.

15. ESCALATION CLAUSE: LESSEE hereby agrees to pay as rent, in addition to the minimal rent herein reserved, _____ of all increases in fire and liability insurance premiums, trash collections, fuel costs, real estate taxes, electrical costs (if applicable) gas, water, sewer and maintenance cost charges, assessed or imposed upon the demised premises and/or building of which the demised premises is a part of during the lease term or any extension thereof, due to any increases in rates or costs in excess of the rates or costs on the demised premises at the time of the making of this lease. LESSEE'S proportionate share of additional rent will be derived by taking the increase costs assessed or imposed and dividing it by the total number of units in the building, of which the demised premise is a part thereof. The same shall be paid by LESSEE to LESSOR within ten (10) days after presentation of a bill thereof.

16. LESSEE agrees to pay as rent in addition to the minimal rental payment herein reserved any sums which may become due by reason of the failure of the LESSEE to comply with the covenants of this lease, and any and all damages, costs, and expenses which the LESSOR may suffer or incur by reason of any default of the LESSEE or failure on his part to comply with the covenants of this lease and each of them, and also all damages to the demised premises caused by any act or neglect of the LESSEE. **Unless prior arrangements have been made, LESSOR will file suit on any rent not paid full by the 8th of the month.** If this action becomes necessary, LESSEE will be responsible for all court costs and all other legal expenses up to 25%.

17. In accordance with the current Section 8-3.10 of the City of Richmond, Building Code concerning smoke detectors: We are advising you that effective _____ we are stating "that all required smoke detectors (in your apt.) are present, have been inspected and are in good working order... **Interim testing, care and maintenance of such smoke detectors shall be the responsibility of the tenant.** The owner shall be obligated to service , repair or replace any malfunctioning smoke detectors within five (5) days of receipt of written notice... by the tenant."

Battery replacement, if necessary, is the LESSEE'S responsibility after the inspection form has been turned in or no later than 15 days after the lease has started.

18. This lease agreement may be contingent upon the LESSEE providing the LESSOR, at the LESSOR'S request or discretion, with a qualified and satisfactory cosigner of guaranty. A cosigner is required on all students, persons without substantial credit, persons 18 or under, persons without full time employment, persons on their jobs for less than one year, or at the request of the Lessor or his agent for special reasons. Students should expect to have a parent or family member be a cosigner. The cosigner of guaranty shall automatically follow any continuous renewals of this lease. In the event that a satisfactory cosigner or guaranty is not secured by the LESSEE, the LESSOR has the sole option to cancel this lease agreement.

19. It is hereby understood and agreed that fees will be charged to the LESSEE should the LESSOR AND/OR ITS AGENTS perform services for the LESSEE at the request of the LESSEE. Charges/Fee's are as follows:

APPLICATION FEE \$ 25.00 LOCK OUT FEE \$10.00 days before 5pm
LEASE MODIFICATION \$175.00 LOCK OUT FEE \$25.00 nights after 5pm & weekends
SUBLEASE FEE \$175.00 CHANGING LOCKS \$25.00 to \$90.00
LATE CHARGE 10% PLUMBING FEE \$25.00
RETURNED CHECKS \$ 30.00 REPLACE GLASS \$25.00 to \$50.00 per window

The services listed above are an example of in-house fee. Service by outside contractors will be billed to the tenant by Waybright Investments with a copy of the contractor's bill available upon request.

20. The following keys have been issued to LESSEE: _____ FRONT DOOR _____ REAR DOOR
_____ MAIL KEY _____ SECURITY DOOR _____ OTHERS

In the event that any of the above keys are lost or not returned to Lessor upon vacating the premises, the locks will be changed at the expense of the Lessee at the following rate: \$25 to replace or re-key mailbox locks and from \$25 to \$90 per door to replace or re-key all other locks.

I, _____ have received the above listed keys this _____ day of _____, 19____ and hereby agree to be responsible for distributing the keys to all other parties to this lease agreement.

RECEIPT OF THE SECURITY DEPOSIT HAS BEEN MADE THIS _____ DAY OF _____,
19____ IN THE AMOUNT OF \$ _____ ON APARTMENT # _____ LOCATED AT
_____, RICHMOND, VIRGINIA. THE BALANCE DUE ON THE
SECURITY DEPOSIT IS \$ _____, AND IS DUE AND PAYABLE NO LATER THAN THE _____
DAY OF _____, 19____.

THIS ADDENDUM HAS BEEN AGREED TO AND ACCEPTED AS PART OF OUR LEASE THIS _____
DAY OF _____, 19____.

(seal) LESSEE _____ (seal) LESSEE _____

(seal) LESSEE _____ (seal) LESSEE _____

LESSOR

WAYBRIGHT INVESTMENTS
913 W. GRACE STREET
RICHMOND, VIRGINIA 23220 (804) 359-2126 4/2001