



THIS RESIDENT OCCUPANCY AGREEMENT (AGREEMENT), IS MADE THIS \_\_\_\_ DAY OF \_\_\_\_, 201 \_\_\_\_, BETWEEN FORT LEE COMMONWEALTH COMMUNITIES, LLC (LANDLORD), AND \_\_\_\_ (TENANT).

**1. TERM OF OCCUPANCY:** THE LANDLORD GRANTS OCCUPANCY TO THE TENANT AND ONLY THOSE PERSONS AUTHORIZED BY THIS AGREEMENT FOR A TERM OF TWELVE (12) MONTHS THE PREMISES KNOWN AS \_\_\_\_ FORT LEE, VA 23801 (PREMISES), FOR USE AS A DWELLING ONLY, TOGETHER WITH ANY PROPERTY NOTED ON THE MOVE-IN/MOVE-OUT REPORT RECEIVED UPON TENANT OCCUPYING THE PREMISES. OCCUPANCY SHALL BEGIN ON \_\_\_\_, 201\_\_ AND END ON \_\_\_\_, 202\_\_, UNLESS EXTENDED. THIS AGREEMENT SHALL AUTOMATICALLY EXTEND ON A MONTH-TO-MONTH BASIS UNLESS TERMINATED BY EITHER PARTY GIVING 30 DAYS WRITTEN NOTICE.

**2. RENT:** TENANT'S MONTHLY RENT SHALL EQUAL THE SENIOR SERVICE MEMBER'S BASIC ALLOWANCE FOR HOUSING, WITH DEPENDENTS (BAH) WHEN "DUAL MILITARY"; PROVIDED HOWEVER, THAT IF SUCH SENIOR SERVICE MEMBER IS NOT ASSIGNED TO FORT LEE AND, IF SUCH SENIOR SERVICE MEMBER'S BAH IS DIFFERENT THAN THE FORT LEE BAH WITH DEPENDENT RATE, THE MONTHLY RENT SHALL EQUAL THE FORT LEE BAH WITH DEPENDENT RATE. PAYMENT WILL BE MADE THROUGH AN ALLOTMENT FROM THE SENIOR SERVICE MEMBER'S PAY ACCOUNT TO THE LANDLORD. THE ALLOTMENT WILL BE INCREASED OR DECREASED WHENEVER INCREASES OR REDUCTIONS OCCUR TO THE SENIOR SERVICE MEMBER'S BAH RATE. PAYMENT IS DUE ON THE FIRST DAY OF THE MONTH FOR THE PREVIOUS MONTH'S RENT (PAYMENT IN ARREARS). TENANT IS SOLELY RESPONSIBLE FOR ENSURING THAT MONTHLY RENT PAYMENTS ARE RECEIVED IN ACCORDANCE WITH THIS AGREEMENT. IF, FOR ANY REASON, A SCHEDULED ALLOTMENT IS NOT RECEIVED BY THE DUE DATE, THE RESIDENT MUST IMMEDIATELY PAY THE RENT BY CHECK OR MONEY ORDER.

BY SIGNING THIS AGREEMENT, AUTHORIZATION IS GIVEN TO INITIATE AND MAINTAIN AN ALLOTMENT EQUAL TO THE BAH PAYABLE TO THE LANDLORD, EFFECTIVE NEXT MONTH. PAYMENT WILL BE MADE BY CHECK FOR THE PRORATED PORTION OF THE FIRST MONTH'S RENT FOR THE NUMBER OF DAYS THE UNIT IS OCCUPIED. PAYMENT IS DUE ON THE FIRST DAY OF THE MONTH AFTER OCCUPYING THE UNIT. AUTHORIZATION IS ALSO GIVEN TO STOP THE BAH ALLOTMENT AT THE TIME THE UNIT'S LEASE IS TERMINATED TAKING INTO ACCOUNT THAT RENT HAS BEEN PAID IN ARREARS AND RENT FOR THE LAST MONTH IS STILL DUE. THE FIRST LEASE PAYMENT OF RENT BY TENANT SHALL BE MADE ON OR BEFORE \_\_\_\_, 201\_\_ IN THE AMOUNT OF \$ \_\_\_\_.

**3. LATE PAYMENT AND RETURNED CHECKS:** PAYMENTS FOR RENT NOT RECEIVED BY LANDLORD ON OR BEFORE THE DUE DATE ARE LATE AND CONSTITUTE A DEFAULT UNDER THIS AGREEMENT. IF ANY INSTALLMENT OF RENT IS NOT RECEIVED BY THE LANDLORD WITHIN FIVE (5) DAYS FROM THE DUE DATE, TENANT AGREES TO PAY A LATE CHARGE OF TEN PERCENT (10%) OF THE MONTHLY AMOUNT DUE TO LANDLORD, FOR EACH AMOUNT DUE. TENANT ALSO AGREES TO PAY THE LANDLORD AN ADDITIONAL CHARGE OF THIRTY FIVE DOLLARS (\$35.00) FOR EACH CHECK RETURNED UNPAID. LANDLORD HAS THE RIGHT TO REQUIRE THAT ALL PAYMENTS THAT ARE NOT PAID BY ALLOTMENT BE MADE BY MONEY ORDER, CASHIER'S CHECK, OR CERTIFIED CHECK AND WHERE DEFAULT IN PAYMENT OCCURS, TO REQUEST THAT THE ENTIRE AGREEMENT PERIOD AMOUNT OF THE DEBT BE PAID AT ONCE. TENANT SHALL NOT BE IN DEFAULT OF ANY PROVISION OF THIS AGREEMENT BY REASON OF FAILURE TO RECEIVE A BAH PAYMENT DUE TO AN ERROR OR DELAY CAUSED BY THE DEFENSE FINANCE AND ACCOUNTING SERVICE AND THE DEFAULT IS CURED WITHIN THIRTY (30) DAYS UNLESS EXTENDED BY THE LANDLORD UPON REQUEST OF THE ARMY, SUCH EXTENSION'S APPROVAL NOT TO BE UNREASONABLY WITHHELD.

#### **4. EARLY TERMINATION OF AGREEMENT BY TENANT:**

A. WHEN EITHER TENANT OR TENANT'S SPOUSE ARE MEMBERS OF THE ARMED FORCES OF THE UNITED STATES OR A MEMBER OF THE NATIONAL GUARD SERVING ON FULL-TIME DUTY OR AS A CIVIL SERVICE TECHNICIAN WITH A NATIONAL GUARD UNIT, THE AGREEMENT MAY BE TERMINATED BY TENANT WITHOUT PAYMENT OF ANY PENALTY OR LIQUIDATED DAMAGES FOR RENT IF THE MEMBER:

- (1) HAS RECEIVED PERMANENT CHANGE OF STATION ORDERS TO DEPART THIRTY-FIVE MILES OR MORE (RADIUS) FROM THE LOCATION OF THE DWELLING UNIT; OR
- (2) HAS RECEIVED TEMPORARY DUTY ORDERS IN EXCESS OF THREE MONTHS' DURATION TO DEPART THIRTY-FIVE MILES OR MORE (RADIUS) FROM THE LOCATION OF THE DWELLING UNIT; OR
- (3) IS DISCHARGED OR RELEASED FROM ACTIVE DUTY WITH THE ARMED FORCES OF THE UNITED STATES OR FROM HIS FULL-TIME DUTY OR TECHNICIAN STATUS WITH THE NATIONAL GUARD; OR
- (4) IS ASSIGNED TO GOVERNMENT-PROVIDED QUARTERS RESULTING IN THE FORFEITURE OF BASIC ALLOWANCE FOR HOUSING (BAH); OR
- (5) DIES OR HIS/HER SPOUSE DIES, OR THE MILITARY MEMBER IS DECLARED MISSING-IN-ACTION. (THE SPOUSE, NEXT OF KIN OR PERSONAL REPRESENTATIVE/EXECUTOR OF THE DECEDENT'S ESTATE MAY EXERCISE AN EARLY AGREEMENT TERMINATION.)

B. IF TENANT SEEKS EARLY TERMINATION OF THE AGREEMENT UNDER THE AFOREMENTIONED PROVISIONS, TENANT SHALL DELIVER TO THE LANDLORD A WRITTEN NOTICE STATING THE GROUNDS FOR EARLY TERMINATION TOGETHER WITH APPROPRIATE DOCUMENTATION SUPPORTING THE GROUNDS FOR EARLY TERMINATION. THE NOTICE SHALL ALSO STATE AN EFFECTIVE DATE FOR THE TERMINATION WHICH SHALL NOT BE LESS THAN THIRTY DAYS AFTER THE DATE OF LANDLORD'S RECEIPT OF THE NOTICE EXCEPT WHEN AN EARLIER TERMINATION DATE IS NECESSARY TO COMPLY WITH MILITARY ORDERS.

#### **5. EARLY TERMINATION OF AGREEMENT FOR CHANGES IN STATUS: IF TENANT'S DEPENDENT OR MARITAL STATUS**

CHANGES, OR THE TENANT IS DISCHARGED FROM MILITARY SERVICE, SUCH THAT THE TENANT WOULD NO LONGER BE ELIGIBLE FOR HOUSING UNDER THIS AGREEMENT, THIS AGREEMENT SHALL BE TERMINATED THIRTY DAYS AFTER THE CHANGE IN STATUS. TENANT IS REQUIRED TO PROVIDE IMMEDIATE NOTICE OF ANY CHANGE IN MARITAL OR DEPENDANT STATUS TO 1510 SISISKY BOULEVARD FORT LEE, VA 23801.

**6. EARLY TERMINATION OF AGREEMENT FOR OTHER CAUSES:** FOR ANY EARLY TERMINATION NOT DESCRIBED IN EITHER PARAGRAPH 4 OR 5 OF THIS AGREEMENT, TENANT SHALL PAY ONE MONTH'S RENT TO THE LANDLORD, AS LIQUIDATED DAMAGES FOR THE EARLY TERMINATION OF THE AGREEMENT. SUCH LIQUIDATED DAMAGES SHALL BE PAID IN ADDITION TO ANY PRORATED MONTHLY RENT OWED OR OTHER MONEY OWED BY THE TENANT AS A RESULT OF TENANT'S PHYSICAL DAMAGE TO THE PROPERTY.

**NUMBER OF OCCUPANTS:** TENANT AGREES THAT THE PREMISES SHALL BE OCCUPIED BY TENANT'S IMMEDIATE FAMILY CONSISTING OF \_\_\_\_\_ ADULT(S) AND \_\_\_\_\_ CHILD(REN) AND \_\_\_\_\_. TENANT SHALL NOT INCREASE THE NUMBER OF OCCUPANTS WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD.

**7. KEYS AND LOCKS:** TENANT HEREBY ACKNOWLEDGES RECEIPT OF \_\_\_\_\_ KEYS AND FOR THE PREMISES. TENANT SHALL DELIVER ALL KEYS FOR THE PREMISES TO THE LANDLORD WITHIN TWENTY-FOUR (24) HOURS OF VACATING THE PREMISES. LOCKS MAY NOT BE CHANGED OR ADDED WITHOUT THE WRITTEN PERMISSION OF LANDLORD. IF PERMISSION IS GRANTED, TENANT SHALL PROMPTLY FURNISH THE LANDLORD WITH A KEY TO EACH LOCK, WITHOUT CHARGE, AND THE LOCK SHALL REMAIN WHEN TENANT VACATES THE PREMISES. TENANTS WILL BE CHARGED \$5.00 PER KEY FOR REPLACING LOST KEYS DURING RESIDENCY AND \$50.00 IF TENANT FAILS TO RETURN KEYS ON TERMINATION OF THIS AGREEMENT.

**8. INSPECTION AT COMMENCEMENT OF OCCUPANCY:** TENANT AND LANDLORD ACKNOWLEDGE THAT, PRIOR TO SIGNING THIS AGREEMENT, THEY CONDUCTED A JOINT EXAMINATION OF THE PREMISES. TENANT HEREBY ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THE ATTACHED MOVE IN INSPECTION REPORT, THE PREMISES WERE RENTED TO THE TENANT IN GOOD ORDER AND REPAIR, AND THAT THE PREMISES WERE IN A SAFE, CLEAN AND HABITABLE CONDITION. TENANT FURTHER ACKNOWLEDGES RESPONSIBILITY FOR MAINTAINING THE CLEANLINESS OF THE PREMISES AND AGREES THAT DAMAGES TO THE PREMISES, THAT ARE NOT DESCRIBED ON THE MOVE IN INSPECTION REPORT AS EXISTING PRIOR TO THE TENANT'S OCCUPANCY AND THAT EXCEED FAIR WEAR AND TEAR, ARE SUBJECT TO BEING REPAIRED BY THE LANDLORD AT TENANT'S EXPENSE.

**9. ASSIGNMENT AND SUBLETTING:** TENANT SHALL NEITHER ASSIGN THIS AGREEMENT NOR SUBLET THE PREMISES NOR GRANT ANY CONCESSION OR LICENSE TO USE THE PREMISES OR ANY PART THEREOF. ANY ASSIGNMENT, CONCESSION OR LICENSE WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD SHALL CONSTITUTE A BREACH OF THIS AGREEMENT BY THE TENANT AND SUBJECT THE TENANT TO EVICTION AND/OR CLAIMS BY THE LANDLORD FOR MONETARY DAMAGES.

**10. USE AND QUIET ENJOYMENT:** TENANT WILL ENJOY THE USE OF THE PREMISES IN A MANNER THAT DOES NOT DISTURB OTHER TENANTS OR CREATE A PUBLIC NUISANCE IN VIOLATION OF THE FORT LEE RESIDENT HANDBOOK.

**11. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:**

A. PRIVATE BUSINESSES MAY NOT BE OPERATED ON THE PREMISES UNLESS APPROVED, IN WRITING, BY THE FLCC AND CONDUCTED IN ACCORDANCE WITH THE REGULATIONS CONTAINED IN THE RESIDENT HANDBOOK

B. TENANT SHALL NOT POSSESS, STORE, OR OTHERWISE PERMIT ANYONE TO POSSESS OR SELL ILLEGAL SUBSTANCES ON THE PREMISES, INCLUDING BUT NOT LIMITED TO ILLEGAL WEAPONS, EXPLOSIVES, OR CHEMICALS WITH WHICH ILLEGAL DRUGS MAY BE PRODUCED. POSSESSION OF SAID CONTRABAND OR ILLEGAL ITEMS WILL CONSTITUTE A BREACH OF THIS AGREEMENT BY TENANT AND WILL, AT THE OPTION OF THE LANDLORD, PERMIT IMMEDIATE TERMINATION OF THIS AGREEMENT.

C. TENANT SHALL NOT: PERMIT UNLICENSED GAMBLING ON THE PREMISES; INSTALL OR OPERATE, OR PERMIT TO BE INSTALLED OR OPERATED, ANY DEVICE WHICH IS ILLEGAL; USE OR PERMIT THE PREMISES TO BE USED FOR ANY ILLEGAL BUSINESS OR PURPOSE; OR, SELL, OR COMMERCIALY STORE OR DISPENSE, OR PERMIT THE SALE, OR COMMERCIAL STORAGE OR DISPENSING OF BEER OR OTHER INTOXICATING LIQUORS ON THE PREMISES.

D. TENANT SHALL NOT KEEP OR HAVE ON THE PREMISES ANY ARTICLE, LIQUIDS, CHEMICALS OR THING OF A DANGEROUS, INFLAMMABLE OR EXPLOSIVE NATURE THAT MIGHT UNREASONABLY INCREASE THE DANGER OF FIRE, EXPLOSION, OR CAUSE PHYSICAL ILLNESS, ON THE PREMISES OR THAT MIGHT BE CONSIDERED HAZARDOUS OR EXTRA HAZARDOUS BY STATE OR COUNTY FIRE/SAFETY OFFICIALS AND UNDER THE PROVISIONS OF A INSURANCE COMPANY POLICY. SHOULD TENANT MAINTAIN SAID HAZARDOUS MATERIALS ON THE PREMISES, THAT CAUSE INJURY OR DAMAGE, TENANT SHALL BE FINANCIALLY RESPONSIBLE FOR SAID INJURY AND/OR DAMAGES. FAILURE OF TENANT TO REMOVE SAID MATERIALS UPON WRITTEN REQUEST OF THE LANDLORD SHALL PERMIT THE LANDLORD TO IMMEDIATELY TERMINATE THIS AGREEMENT.

**12. ANIMALS:** TENANT SHALL BE PERMITTED TO KEEP THE FOLLOWING DOMESTIC ANIMALS \_\_\_\_\_ DOGS, \_\_\_\_\_ CATS, AND \_\_\_\_\_. NO OTHER ANIMALS MAY BE MAINTAINED OR HOUSED ON THE PREMISES TO INCLUDE THE EXTERIOR THEREOF WITHOUT THE PRIOR WRITTEN CONSENT OF THE LANDLORD. A FISH TANK THAT HOLDS MORE THAN 55 GALLONS OF WATER IS PROHIBITED UNLESS APPROVED BY THE LANDLORD IN ADVANCE. THE TENANT SHALL BEAR ALL LEGAL AND FINANCIAL RESPONSIBILITIES FOR ANY INJURIES OR DAMAGES CAUSED BY THE ANIMALS AND SHALL COMPLY WITH THE PROVISIONS OF THE RESIDENT HANDBOOK'S SPECIFIC REQUIREMENTS RELATING TO THE KEEPING OF PETS ON THE PREMISES.

**13. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES:** TENANT SHALL REFER TO THE RESIDENT HANDBOOK FOR SPECIFIC REGULATIONS RELATING TO THE KEEPING OF CABLE, SATELLITE AND OTHER TELEVISION FACILITIES ON THE PREMISES.

**14. UTILITY CHARGES:** UTILITY CHARGES ARE TO BE PAID AS FOLLOWS. LANDLORD IS THE RESPONSIBLE PARTY FOR WATER AND SEWER. TENANT IS THE RESPONSIBLE PARTY FOR ELECTRICITY, NATURAL GAS, FUEL OIL AND ALL ADDITIONAL UTILITIES OR SERVICES, SUCH AS TELEPHONE, CABLE OR SATELLITE TELEVISION AND INTERNET SERVICE. TENANT SHALL BE RESPONSIBLE FOR NOTIFYING THE APPROPRIATE COMPANIES TO ARRANGE FOR TELEPHONE, CABLE/SATELLITE TELEVISION, INTERNET SERVICE AND ANY ADDITIONAL UTILITIES OR SERVICES. THE UTILITIES TO BE PAID BY THE TENANT AS STATED ABOVE SHALL BE CONSIDERED ADDITIONAL RENT AND SHALL BE SUBJECT TO ALL THE TERMS AND CONDITIONS APPROPRIATE TO RENT AS STATED IN THE RESIDENT LEASE. SHOULD THE RESPONSIBLE PARTY CHANGE IN THE FUTURE, THE TENANT WILL BE GIVEN SIXTY (60) DAYS WRITTEN NOTICE PRIOR TO THOSE CHANGES.

**15. REPAIRS:** TENANT SHALL MAKE NO REPAIRS TO THE PREMISES OR FIXTURES LOCATED WITHIN THE PREMISES WITHOUT THE WRITTEN APPROVAL OF THE LANDLORD. TENANT SHALL IMMEDIATELY NOTIFY THE LANDLORD OF ANY DAMAGE TO THE PREMISES.

**16. ALTERATIONS AND FIXTURES:** TENANT SHALL MAKE NO ALTERATIONS TO THE PREMISES, INCUR ANY DEBT OR MAKE ANY CHARGES AGAINST THE LANDLORD, OR CREATE ANY LIEN UPON THE PREMISES FOR ANY WORK DONE OR MATERIAL FURNISHED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE LANDLORD. ANY FIXTURES INSTALLED BY THE TENANT SHALL BE PURCHASED AND INSTALLED AT TENANT'S EXPENSE; SHALL BE AFFIXED IN A MANNER THAT WILL NOT DAMAGE THE BUILDING AND SHALL BE REMOVED BY THE TENANT AT THE EXPIRATION OF THE AGREEMENT. IN THE EVENT SUCH FIXTURE OR OTHER PERSONAL PROPERTY OF THE TENANT IS NOT REMOVED AT THE EXPIRATION OF THE AGREEMENT, THE LANDLORD MAY TREAT THE SAME AS ABANDONED AND CHARGE THE TENANT THE COST PAID FOR REMOVAL OF THE PROPERTY AND REPAIR OF THE PREMISES.

**17. ACCESS DURING OCCUPANCY:** LANDLORD AND LANDLORD'S REPRESENTATIVES MAY ENTER THE PREMISES FROM 0800 HOURS TO 2000 HOURS IN ORDER TO INSPECT IT, MAKE NECESSARY OR AGREED REPAIRS, DECORATIONS, ALTERATIONS OR IMPROVEMENTS, SUPPLY NECESSARY SERVICES OR EXHIBIT THE UNIT TO PROSPECTIVE NEW TENANTS, WORKMEN OR CONTRACTORS.

IN AN EMERGENCY, THE LANDLORD MAY ENTER THE RENTAL UNIT WITHOUT NOTICE OR THE CONSENT OF THE TENANT AT ANY HOUR. UNLESS THERE IS AN EMERGENCY, OR IT IS NOT PRACTICAL TO DO SO, THE LANDLORD SHALL GIVE THE TENANT 24 HOURS NOTICE OF INTENT TO ENTER.

THE PURPOSE OF THE ACCESS IS TO ENSURE THE PREMISES ARE MAINTAINED, NOT IN NEED OF REPAIR AND THAT THEIR USE IS IN CONFORMITY WITH THE PROVISIONS OF THIS AGREEMENT. THE LANDLORD WILL NOT ABUSE THIS RIGHT OF ACCESS OR USE IT TO HARASS THE TENANT. IT IS STILL THE SOLE RESPONSIBILITY OF THE TENANT TO NOTIFY THE LANDLORD OF ANY REPAIRS THAT ARE IN NEED.

**18. PROPERTY AND LIABILITY INSURANCE:** A. All personal property of the TENANT(S) which is placed in the leased premises, storage rooms or in any other part of the LANDLORD's property, shall be at the sole risk of the TENANT(S), or parties owning the same and the LANDLORD's property, LANDLORD shall not be liable for loss, destruction, theft of or damage to such property. LANDLORD RECOMMENDS THAT TENANT(S) OBTAIN INSURANCE COVERAGE FOR THEIR PERSONAL PROPERTY SUCH AS "RENTERS INSURANCE."

**19. DESTRUCTION OF PREMISES:** TENANT MAY TERMINATE THIS AGREEMENT IF THE PREMISES BECOME UNINHABITABLE FOR A PERIOD IN EXCESS OF THIRTY (30) DAYS BECAUSE OF FIRE, CONDEMNATION, OR OTHER CASUALTY THAT IS NOT THE RESULT OF THE TENANT'S NEGLIGENCE OR THE NEGLIGENCE OF THE TENANT'S FAMILY MEMBERS, GUESTS, OR INVITEES. LANDLORD WILL ATTEMPT TO MAKE REPAIRS WITH ALL REASONABLE DILIGENCE SO AS TO MAKE THE RESIDENCE FIT FOR OCCUPANCY. WHERE THE DAMAGES WERE NOT THE FAULT OF THE TENANT OR TENANT'S FAMILY MEMBERS, GUESTS, OR INVITEES, RENT SHALL CEASE FROM THE DATE TENANT VACATES THE PREMISES UNTIL TENANT REOCCUPIES THE PREMISES. IF THE PREMISES CANNOT BE REPAIRED WITHIN SIXTY (60) DAYS, THE LANDLORD SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, OR THE TENANT SHALL HAVE THE OPTION OF VACATING THE PREMISES. THERE SHALL BE NO CESSATION OF RENT IF DAMAGE TO THE PREMISES IS THE RESULT OF THE NEGLIGENCE OR WILLFUL ACT OF THE TENANT, OR TENANT'S FAMILY MEMBERS, GUESTS, OR INVITEES.

**20. INSURANCE/LIABILITY:** THE LANDLORD SHALL NOT BE LIABLE TO THE TENANT, TENANT'S FAMILY MEMBERS, GUESTS, OR INVITEES FOR ANY DAMAGES, INJURIES OR LOSSES TO PERSON OR PROPERTY CAUSED BY CRIME, VANDALISM, FIRE, SMOKE, POLLUTION (INCLUDING SECOND HAND SMOKE), WATER, LIGHTNING, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, EXPLOSION, INTERRUPTION OF UTILITIES, ELECTRICAL SHOCK, DEFECT IN ANY CONTENTS OF THE DWELLINGS, LATENT DEFECT IN THE COMMUNITY, ACTS OF NATURE, OTHER UNEXPLAINED PHENOMENA, ACTS OF OTHER RESIDENTS, OR ANY OTHER CAUSE NOT THE RESULT OF THE NEGLIGENCE OF THE LANDLORD OR ITS REPRESENTATIVES, ACTING IN THE COURSE AND SCOPE OF EMPLOYMENT. TENANT EXPRESSLY ACKNOWLEDGES THAT THE LANDLORD HAS MADE NO REPRESENTATIONS, AGREEMENTS, PROMISES, OR WARRANTIES REGARDING THE SECURITY OF THE PREMISES OR SURROUNDING COMMUNITY. THE LANDLORD DOES NOT GUARANTEE, WARRANT OR ASSURE RESIDENT'S PERSONAL SECURITY. IN THE EVENT OF CRIMINAL ACTIVITY, THE RESIDENT SHOULD CONTACT THE MILITARY POLICE IMMEDIATELY.

**21. MOVE-OUT INSPECTION OF PREMISES:** IT SHALL BE THE TENANT'S RESPONSIBILITY TO REQUEST A WALK THROUGH INSPECTION OF THE PREMISES WITH THE LANDLORD PRIOR TO VACATING THE PREMISES. THE WALK THROUGH INSPECTION MUST BE REQUESTED WITHIN FIVE (5) DAYS BEFORE THE TENANT ENDS OCCUPANCY OF THE PREMISES PURSUANT TO THIS AGREEMENT. USING THE MOVE-IN/MOVE-OUT REPORT THAT WAS USED TO RECORD THE CONDITION OF THE PREMISES AT THE INCEPTION OF THIS AGREEMENT, THE LANDLORD SHALL ITEMIZE ANY DAMAGES TO OR DEFICIENCIES IN THE CONDITION OF THE PREMISES THAT EXCEED NORMAL WEAR AND TEAR. THE LANDLORD SHALL SIGN AND PROVIDE THE TENANT WITH A COPY OF THE MOVE-IN/MOVE-OUT REPORT. THE TENANT SHALL PROVIDE THE LANDLORD WITH WRITTEN ACKNOWLEDGMENT THAT THE TENANT HAS RECEIVED A COPY OF THE MOVE-IN/MOVE-OUT REPORT.

IN THE EVENT THE LANDLORD FAILS TO CONDUCT AN EXIT INSPECTION REQUESTED BY THE TENANT IN COMPLIANCE WITH THIS AGREEMENT, THE LANDLORD AGREES THAT THE PREMISES WILL BE TREATED AS THOUGH AN INSPECTION WAS CONDUCTED AND NO NEW DEFICIENCIES WERE DISCOVERED.

TENANT SHALL PROVIDE THE LANDLORD WITH TENANT'S FORWARDING ADDRESS TO FACILITATE ANY FURTHER NECESSARY COMMUNICATION BETWEEN THE PARTIES TO INCLUDE THE PAYMENT OF ANY REFUNDS OWED THE TENANT BY LANDLORD. LANDLORD WILL PROVIDE THE TENANT WITH AN ITEMIZED STATEMENT THAT CLEARLY DESCRIBES ANY DAMAGES CAUSED BY THE TENANT'S NONCOMPLIANCE WITH PROVISIONS OF THIS AGREEMENT AND THE CHARGES IMPOSED BY LANDLORD TO REPAIR THE DAMAGE OR OTHERWISE CORRECT THE DEFICIENCIES CAUSED BY TENANT'S NON-COMPLIANCE WITH THIS AGREEMENT.

ANY REFUND OF RENT DUE TENANT BY THE LANDLORD, LESS ANY AMOUNT OWED TO THE LANDLORD BY THE TENANT FOR DAMAGES OR OTHER CHARGES ALLOWED UNDER THIS AGREEMENT, WILL BE PAID WITHIN FIFTEEN (15) BUSINESS DAYS AFTER THE LANDLORD'S RECEIPT OF TENANT'S FINAL PAYMENT OF RENT OWED PURSUANT TO THIS AGREEMENT. AMOUNTS OWED THE LANDLORD BY THE TENANT THAT ARE NOT PAID WITHIN 30 DAYS OF THE DATE DUE ARE SUBJECT TO BEING SUBMITTED TO A COLLECTION AGENCY BY THE LANDLORD FOR COLLECTION.

**22. TERMINATION BECAUSE OF DEFAULT:** IF EITHER LANDLORD OR TENANT MATERIALLY FAILS TO COMPLY WITH ANY OF THE TERMS OF THIS AGREEMENT AND IF SUCH DEFAULT CONTINUES FOR THIRTY (30) DAYS AFTER A NOTICE TO CURE THE DEFAULT HAS BEEN DELIVERED TO THE OFFENDING PARTY, (EXCEPT THAT ONLY A 5-DAY NOTICE SHALL BE REQUIRED IF THE DEFAULT CONSISTS OF A FAILURE TO PAY RENT WHEN DUE), THEN THIRTY (30) DAYS AFTER NOTICE IS DELIVERED (OR 5 DAYS IN THE CASE OF A FAILURE TO PAY RENT WHEN DUE), THE INJURED PARTY SHALL HAVE THE OPTION OF DECLARING THE AGREEMENT TERMINATED AND MAY IMMEDIATELY VACATE THE PREMISES, OR SHALL BE ENTITLED TO IMMEDIATE POSSESSION OF THE PREMISE, AS THE CASE MAY BE, WITHOUT THE INJURED PARTY FORFEITING WHATEVER OTHER RIGHT THE INJURED PARTY MAY HAVE FOR BREACH OF THIS AGREEMENT.

### **23. EVICTION**

A. LANDLORD MAY TERMINATE THIS AGREEMENT AND PURSUE EVICTION OF THE TENANT IN ACCORDANCE WITH THE STATE AND LOCAL LAWS APPLICABLE IN THE JURISDICTION WHEREIN THE PREMISES ARE LOCATED FOR TENANT'S FAILURE TO PAY RENT OR FOR ONE OR MORE VIOLATIONS BY TENANT OF THIS AGREEMENT OR THE RESIDENT HANDBOOK THAT AFFECT OR THREATEN TO AFFECT THE HEALTH OR SAFETY OF OTHER RESIDENTS IN THE COMMUNITY OR SUBSTANTIALLY INTERFERE WITH THE RIGHT TO QUIET ENJOYMENT OF OTHER RESIDENTS. LANDLORD AND TENANT HEREBY CONFER JURISDICTION AND VENUE FOR ANY DISPUTE ARISING UNDER THIS LEASE, INCLUDING DEFAULTS UPON THE STATE OR LOCAL COURTS OF THE JURISDICTION WHEREIN THE PREMISES ARE LOCATED.

B. IF TENANT REMAINS IN POSSESSION OF THE PREMISES WITHOUT THE LANDLORD'S CONSENT AFTER EXPIRATION OF THE TERM OF THE RENTAL AGREEMENT, THE TENANT IS DEEMED TO BE IN BREACH OF THIS AGREEMENT AND THE LANDLORD MAY COMMENCE AN EVICTION ACTION. AN EVICTION ACTION MAY BE FILED NO EARLIER THAN THE FIRST DAY FOLLOWING THE EXPIRATION OF THE WRITTEN TENANCY. ON RETAINING POSSESSION BEYOND THE RENTAL PERIOD WITHOUT CONSENT OF THE LANDLORD, THE TENANT SHALL BE OBLIGATED TO PAY TO THE LANDLORD'S ATTORNEY FEES, COURT COSTS, AND ANY ANCILLARY DAMAGES DUE TO THE HOLDOVER BY THE TENANT.

C. Any items of personal property belonging to TENANT(S) which are left in the leased premises, after TENANT(S) vacate the premises, will be considered abandoned property and will be stored or disposed of as the LANDLORD deems appropriate. Further, during the term of this Leased Agreement or renewal thereof, if you remove or attempt to remove personal property from the leased premises, other than in the normal course of continued occupancy, without first paying all monies due to the LANDLORD, the leased premises may be considered abandoned; and the LANDLORD has the right to store or dispose of any property left in the leased premises and hold the TENANT(S) responsible until a new rental begins.

**24. BANKRUPTCY OF TENANT:** IN THE EVENT THE TENANT IS ADJUDICATED AS BANKRUPT, OR MAKES AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, THIS AGREEMENT, AT THE OPTION OF THE LANDLORD, SHALL TERMINATE UPON THIRTY (30) DAYS WRITTEN NOTICE AND THE PREMISES SHALL BE SURRENDERED TO THE LANDLORD WHO RESERVES THE RIGHT TO REPOSSESS THE PREMISES.

**25. ABANDONMENT:** AN ABANDONMENT SHALL BE DEEMED TO HAVE OCCURRED IF THE TENANT: A) IS ABSENT FROM THE PREMISES FOR FIVE CONSECUTIVE DAYS WHILE ANY MONIES ARE DUE AND OWING; B) HAS BEEN EVICTED FROM THE PREMISES BY JUDICIAL OR OTHER PROCESS; OR C) LEAVES PERSONAL PROPERTY WITHIN THE PREMISES AFTER THE TERMINATION OF THE AGREEMENT. IF THE TENANT ABANDONS THE PREMISES OR ANY PART THEREOF, THE LANDLORD MAY, AT THE LANDLORD'S OPTION, ENTER THE PREMISES BY ANY MEANS ALLOWED UNDER APPLICABLE LAW WITHOUT BEING LIABLE TO THE TENANT FOR DAMAGES OR FOR PAYMENT OF ANY KIND WHATEVER, AND MAY, AT THE LANDLORD'S DISCRETION, AS AGENT FOR THE TENANT, ENTER THE PREMISES, OR ANY PART THEREOF, FOR THE WHOLE OR ANY PART OF THE THEN EXPIRED TERM AND MAY RECEIVE AND COLLECT ALL RENT PAYABLE BY VIRTUE OF SUCH RELETTING AND, AT THE LANDLORD'S OPTION, HOLD THE TENANT LIABLE FOR ANY DIFFERENCE BETWEEN THE RENT THAT WOULD HAVE BEEN PAYABLE UNDER THIS AGREEMENT DURING THE BALANCE OF THE UNEXPIRED TERM INCLUDING CLEANING AND PAINTING, IF NECESSARY, AS IF THIS AGREEMENT HAD CONTINUED IN FORCE, AND THE NET RENT FOR SUCH PERIOD RESEIZED BY LANDLORD BY MEANS OF SUCH RELETTING. THE UNIT AND ITS CONTENTS MAY BE DEEMED BY THE LANDLORD TO BE ABANDONED. LANDLORD MAY PEACEABLY ENTER THE UNIT AND REMOVE THE CONTENTS IN ACCORDANCE WITH THE PROVISIONS OF APPLICABLE LAW. IF THE LANDLORD'S RIGHT OF RE-ENTRY IS EXERCISED FOLLOWING ABANDONMENT OF THE PREMISES BY THE TENANT, THEN THE LANDLORD MAY CONSIDER ANY PERSONAL PROPERTY BELONGING TO THE TENANT AND LEFT ON THE PREMISES TO ALSO HAVE BEEN ABANDONED, IN WHICH CASE THE LANDLORD MAY DISPOSE OF ALL SUCH PERSONAL PROPERTY IN ANY MANNER ALLOWED UNDER APPLICABLE LAW.

**26. NOTICES:** UNLESS OTHERWISE PROVIDED, ANY NOTICE PROVIDED FOR BY THIS AGREEMENT SHALL BEGIN TO RUN ON THE DATE SUCH NOTICE IS DELIVERED. IF THE PREMISES ARE VACATED PURSUANT TO SUCH NOTICE ON A DAY OTHER THAN THE LAST DAY OF A NORMAL RENTAL PERIOD, THE RENT DUE FOR ANY RESULTING PARTIAL RENTAL PERIOD SHALL ACCRUE AT THE DAILY RATE WHICH SHALL BE CALCULATED BY DIVIDING THE MONTHLY RATE BY THE NUMBER OF DAYS IN THE MONTH IN WHICH THE PREMISES ARE VACATED. IF PROPERLY SENT TO THE RECIPIENT'S LAST KNOWN ADDRESS, BY PREPAID MAIL, NOTICE SHALL BE CONSTRUED AS DELIVERED AS OF THE POSTMARK DATE OF SENDER'S MAIL RECEIPT FORM IN THE CASE OF CERTIFIED OR REGISTERED MAIL. NOTICES TO THE LANDLORD SHALL BE SENT TO:

FORT LEE COMMONWEALTH COMMUNITIES, LLC.  
1510 SISISKY BOULEVARD  
FORT LEE, VIRGINIA 23801

**27. SEVERABILITY:** IF ANY PROVISION OR CLAUSE OF THIS AGREEMENT IS HELD INVALID BY A COURT OF LAW, SUCH INVALIDITY SHALL NOT AFFECT OTHER PROVISIONS OR APPLICATIONS OF THIS AGREEMENT THAT CAN BE GIVEN EFFECT WITHOUT THE INVALID PROVISION AND TO THIS END THE PROVISIONS OF THIS AGREEMENT ARE DECLARED TO BE SEVERABLE.

**28. CONFIDENTIALITY OF TENANT RECORDS.** THE LANDLORD OR MANAGING AGENT SHALL NOT RELEASE FINANCIAL INFORMATION ABOUT A TENANT OR PROSPECTIVE TENANT, OTHER THAN A TENANT'S RENT PAYMENT RECORD AND THE AMOUNT OF THE TENANT'S PERIODIC RENTAL PAYMENT, TO A THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE TENANT OR PROSPECTIVE TENANT OR UPON SERVICE ON THE LANDLORD OF A SUBPOENA FOR THE PRODUCTION OF RECORDS. THIS SECTION SHALL NOT PRECLUDE THE LANDLORD FROM RELEASING INFORMATION PERTAINING TO A TENANT OR PROSPECTIVE TENANT IN THE EVENT OF AN EMERGENCY OR TO THE LEGAL REPRESENTATIVES OF THE TENANT TO INCLUDE EXECUTORS AND ADMINISTRATORS OF ESTATES IN THE PERFORMANCE OF THEIR DUTIES.

**29.** THE CONFIDENTIALITY RESTRICTIONS OF THIS PROVISION SHALL NOT APPLY WHERE THE TENANT IS IN DEFAULT OF THE RENTAL PAYMENTS NOR WILL IT PRECLUDE THE USE OF INFORMATION TO RECOVER MONIES OWED BY THE TENANT.

**30. MODIFICATIONS:** ANY MODIFICATIONS TO THE TERMS AND CONDITIONS CONCERNING THIS AGREEMENT SHALL BE EXECUTED IN WRITING, SIGNED AND DATED BY BOTH OF THE PARTIES AND MADE A PART OF THIS AGREEMENT.

**31. CONFLICTS:** THE TERMS OF THIS AGREEMENT SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS BETWEEN THIS AGREEMENT AND THE RESIDENT HANDBOOK.

**32. RESIDENT HANDBOOK:** THE TENANT ACKNOWLEDGES RECEIPT OF A COPY OF THE RESIDENT HANDBOOK DATED SEPTEMBER 24, 2018 AND AGREES TO ABIDE BY ITS TERMS. ANY CHANGES TO THE RESIDENT HANDBOOK SHALL BE EFFECTIVE ONLY AFTER 30 DAYS NOTICE IS GIVEN OF SUCH CHANGES.

**33. MOLD/MILDEW:** TENANT ACKNOWLEDGES RECEIPT OF DOCUMENTS RELATING TO MOLD AND MILDEW.

**34. ASBESTOS:** TENANT ACKNOWLEDGES RECEIPT OF DOCUMENTS RELATING TO ASBESTOS.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS AND SEALS TO THIS AGREEMENT, EACH OF WHICH SHALL CONSTITUTE AN ORIGINAL.

LANDLORD \_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_

TENANT \_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_

\_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_



Fort Lee Family Housing  
 1510 Sisisky Boulevard  
 Fort Lee, VA 23801  
 804-895-6321 | fortleeefamilyhousing.com

**RESIDENT CONTACT SHEET**

Name: \_\_\_\_\_ Rank: \_\_\_\_\_ Grade: \_\_\_\_\_

Date of Rank: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Unit: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Cell Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Work Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

**Please list any family members and guests living with you at this residence:**

<u>Name</u>	<u>Relationship</u>	<u>Date of Birth</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

**Please list Emergency Contacts:**

<u>Name</u>	<u>Relationship</u>	<u>Phone number/email</u>
1. _____	_____	_____
2. _____	_____	_____

**Number of pets in the home:** \_\_\_\_\_

Please list the type/breed of pet below:

<u>Type of Pet</u>	<u>Breed</u>	<u>Registered on post?</u>
1. _____	_____	<input type="checkbox"/> YES <input type="checkbox"/> No
2. _____	_____	<input type="checkbox"/> YES <input type="checkbox"/> No
3. _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Would you like to receive information about the project via email?  Yes  No

<b>For Office Use Only: Retention Tracking- Please initial and date when completed</b>	
• Welcome Letter, gift, inspection, and survey placed in home	_____
• Prorate Letter sent	_____
• Call or Home visit- 30 days after move in	_____
• Post Card sent- 60 days after move in	_____



# Fort Lee RESIDENT HANDBOOK

**Revised: September 24, 2018**

Resident Initials \_\_\_\_\_

Date \_\_\_\_\_



# Bed Bug Addendum

Date:

## 1. LEASE CONTRACT ~

This is an addendum to the Lease Contract executed on \_\_\_\_\_, by you the resident(s), \_\_\_\_\_ for the dwelling you have agreed to rent at Fort Lee Family Housing located at \_\_\_\_\_, Fort Lee, Virginia 23801.

## 2. PURPOSE ~

This Addendum modifies the Lease Contract and addresses the situations related to Bed Bugs which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representation to us in this Addendum.

## 3. INSPECTION ~ You agree that you: (Check One)

- Have inspected the dwelling and that you did not observe any evidence of bed bugs or bed bug infestation.
- Will inspect the dwelling within 48 hours after move-in and notify us of any bed bugs or bed bug infestation.

## 4. INFESTATIONS ~

You agree that you have read the information on the back side of this addendum about bed bugs and:

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

Or

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

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## 5. ACCESS FOR INSPECTION AND PEST TREATMENT ~

You must allow us and our pest control agent's access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source of cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to the accepted treatment methods established by a licensed pest control firm that we approve. You must do so as



close as possible to the time we treated the dwelling. If you fail to do so, you will in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

**6. NOTIFICATION ~**

You must promptly notify us:

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

**7. COOPERATION ~**

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

**8. RESPONSIBILITY ~**

You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

**9. TRANSFERS ~**

If we allow you to transfer to another dwelling in the community, it will be after 4 consecutive inspections and the final treatment has resulted in no evidence of bed bugs.

\_\_\_\_\_ Date \_\_\_\_\_  
Resident

\_\_\_\_\_ Date \_\_\_\_\_  
Agent for Owner



## Bed Bugs– A Guide for Rental Housing

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

### **Bed bugs don't discriminate ~**

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

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

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

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

### **Bed bugs don't transmit disease ~**

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by the disease carrying pests. Again, claims associating bed bugs with disease are false.

### **Identifying bed bugs ~**

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

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, Especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown molding
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (Carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by

bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend to also appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for the skin casts to be left behind in areas typically frequented by bed bugs.

### **Preventing bed bug encounters when traveling ~**

Because humans serve as bed bugs main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing home.

### **Bed bugs do's and don'ts ~**

Do not bring used furniture from unknown sources into your dwelling. Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second –hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due the fact that it's teeming with bed bugs.

### **Do address bed bugs sightings immediately ~**

Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.

### **Do not attempt to treat bed bug infestations ~**

Under no circumstances should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical based insecticides and pesticides poses too great risk to you and your neighbors.

### **Do comply with eradication protocol ~**

If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both the owner and their designated pest management company.

*~You are legally bound by this document. Please read it carefully ~*

\_\_\_\_\_  
*Resident or Residents*

\_\_\_\_\_  
*Agent for the owner*

\_\_\_\_\_  
*Resident or Residents*

\_\_\_\_\_  
*Date*

*Created 06.24.2013*



Lease Date: \_\_\_\_\_

### **MOLD/MILDEW ADDENDUM**

This Mold and Mildew Addendum dated \_\_\_\_\_ is attached to and made a part of the Resident Lease Agreement dated \_\_\_\_\_ (the Lease) by and between FLCC as the property (“Lessor”), and \_\_\_\_\_ (“Resident”) for address \_\_\_\_\_ (the “Premises”) in FLCC.

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises. Resident also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common area; (ii) any evidence of mold-or-mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Premises; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident’s property as well as personal injury to Resident and occupants resulting from Resident’s failure to comply with the terms of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

Resident acknowledges receiving a copy of the property approved tip sheet for the prevention of mold growth in homes.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
AGENT FOR FLCC

\_\_\_\_\_  
DATE



## PET POLICY

The following list of the requirements encompasses the Fort Lee Commonwealth Communities LLC's pet policy.

**A nonrefundable fee of \$200 will be charged one time for each pet that resides in the home. Payment is due at the time of move in or at the time the pet is acquired. Tenant understands that the non-refundable pet fee will not be used as a damage deposit.**

**Tenant remains responsible for the payment of any and all damages to the premises caused by his pet.**

1. Existing residents must notify your neighborhood management office within three working days of acquiring a pet.
2. All pets must be registered at the Fort Lee Veterinarian Treatment Facility within three (3) working days of occupying a house or acquiring a pet. Pet owners must provide a verification of a Valid Signed rabies certificate and microchip number. If not available, the animal must be vaccinated and micro chipped. The pet does not have to be present at the time of registration. If the pet does not have a valid (signed) rabies certificate or a microchip, an appointment can be scheduled at the time of registration for the pet to be vaccinated and micro chipped at a later date. This information applies to dogs and cats.
3. A pet is considered to be a domesticated animal living in association with a household. Acceptable pets are limited to dogs, cats, and birds. Residents may not house exotic animals such as, but not limited to, reptiles, rodents (other than hamsters and guinea pigs), ferrets, hedgehogs, skunks, rats, squirrels, monkeys, arachnids, snakes, or any farm animal. No more than two pets per household are allowed. A pet that weighs more than 100 lbs will not be accepted. Certain breeds of dogs are not allowed, including Pit Bulls (American Staffordshire Bull Terriers or English Stafford Bull Terriers), Rottweilers, Chows, Doberman Pinchers and Wolf hybrids, either full or mixed breed. If the breed of a dog come into question, a breed identity test will be performed. The owner of the dog is responsible for the breed identification test at their expense.
4. Residents are responsible for keeping the grounds clean and sanitary. All yards and common areas must be kept clean of pet droppings. Residents must pick up and properly dispose of animal waste (sealed plastic bag) placed in the Resident's trash receptacle and residents who walk their pet must carry a plastic bag to retrieve and dispose of any droppings. It is a violation of the Pet Policy for any resident to simply "turn out" their pet and recall it at their convenience.
5. Pets must be "on leash" at all times when outside the fenced area of the home.
6. Pets shall not be tethered outside the home. Pets must be in the home or behind an approved fenced area in the backyard. No pets may be left unattended outside of the fenced in area. Avoid leaving pet food outside for prolonged periods, as it will attract vermin and pests.
7. Pets are not allowed in the pool, pool areas, playgrounds or tot lots at any time.
8. Residents will be required to remove any pet that constantly disturbs other residents, whether inside or outside the home, or prevents the Landlord's agents and employees from properly performing their

duties. If resident fails to remove said pet, when requested by the Landlord, the Resident Occupancy Agreement may be terminated in accordance with established guidelines.

9. These guidelines exist to ensure the quiet and safe enjoyment of all residents and to maintain a high quality living environment, and will be strictly enforced by the property management staff. Prohibition extends to other animals that demonstrate a propensity for dominant or aggressive behavior such as unprovoked barking, growling, or snarling at people, aggressively running along fence lines when people are present, biting or scratching people or escaping confinement or restriction to chase people.

10. Landlord reserves the right to establish such other reasonable guidelines as, in its sole judgment, shall be required to maintain the cleanliness of the premises and provide for the preservation of good order therein. Termination of lease may occur if there is a failure to follow Pet Policy.

Thank you for your cooperation.

Resident: \_\_\_\_\_

Resident: \_\_\_\_\_

Resident: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_



## **Smoke/CO Detector Agreement**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Fort Lee Family Communities LLC and \_\_\_\_\_, Lessee.

I have received the smoke detector and the CO Detector in good working condition.

I understand it is **MY** responsibility to test and maintain the detector(s) monthly within said unit and to notify the owner or authorized agent of any deficiencies.

I understand it is **MY** responsibility for replacement of the battery as needed during my tenancy. (Must be done at least annually)

Management has provided me with written information regarding testing and maintenance of smoke detectors.

\_\_\_\_\_  
**Resident**

\_\_\_\_\_  
**Date**



## Welcome Home to Fort Lee Family Housing!

### Washer/Dryer Installation Addendum

Our goal at Fort Lee Family Housing is to make your move into your new home seamless. In an effort to assist with your moving, the Fort Lee Family Housing Maintenance Team can now hook up your Washer and Dryer!

There are many different types of Dryer plugs in the homes at Fort Lee. You may not have the needed adaptive dryer plug to properly install your Dryer. The Maintenance Staff keeps all of the necessary cords in stock on site. We can provide one for you for \$10 and save you a trip to the store!

- I would like my washer and dryer installed by Fort Lee Family Housing
- I prefer to install my own Washer and Dryer

By signing below, I agree that Fort Lee Commonwealth Communities is not responsible for the working order of my Washer and Dryer. After installation is complete, I understand that maintenance of these appliances is solely my responsibility. Any damage the washer and dryer cause to the home will be my responsibility. In no way does this agreement change or alter the Lease Agreement. I also understand that if the proper cord is not supplied, Fort Lee Family Housing will supply the correct cord for a charge of \$10.00. This service will be completed within 72 hours of submitting.

\_\_\_\_\_  
Residents Address

\_\_\_\_\_  
Resident Relation Specialist Signature

\_\_\_\_\_  
Residents Signature

\_\_\_\_\_  
Service Ticket Number





Fort Lee Family Housing  
 1510 Sisisky Boulevard  
 Fort Lee, VA 23801  
 804-895-6321 | fortleefamilyhousing.com

**OFFICIAL HUNT RESIDENT ORIENTATION CHECKLIST**

As a new resident at a Hunt Community, we want you to fully enjoy your home and be aware of the services provided to make your stay with us a spectacular one. We will review each one of the following areas with you today. If you need more information on nay program, let us know. Your signature on this page will serve as an acknowledgement of understanding.

- Pet Regulations
- Self-Help Program
- Refuse Collection
- Pest Control
- Work Request and Maintenance Program
- Office Hours, Phone and Emergency Numbers
- Emergency and After-Hours Procedures
- Parks and Playground Regulations
- Activity Programs
- Management Personnel and Welcome Center Information
- Grounds Maintenance Program
- Quiet Hours and Noise Control
- Child Safety
- Resident Fire and Window Safety
- Community Standards of Appearance
- Preview of your New Home/Move In Inspection
- Rental Collection Procedures
- Family Housing Checklist
- After Hours Lock Fee - \$25.00

Thank you for choosing to live at a Hunt Community. We are proud to serve you and your family. You are going to love your new home!

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Resident

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Management

Revised: 5.28.2015



## RELEASE FORM FOR PHOTOGRAPHIC IMAGES and/or AUDIO RECORDINGS

I \_\_\_\_\_ and all family members give Fort Lee Commonwealth Communities, LLC and/or any of its affiliates permission to take my picture and/or record my voice and to use my image and/or voice in photographs and/or still or motion pictures, and videos for purposes of publication in all print media (to include newsletters, press releases, reports, internal documents, media articles, magazines, etc.) as well as all electronic media (to include Facebook, Twitter, LinkedIn, Tumblr, Instagram, YouTube, property website, all broadcast by means of radio or television transmission) If the above named person is a minor, I am signing this release as the parent or legal guardian of, and on behalf of, such minor.

As such, I hereby agree to release, defend, and hold harmless Fort Lee Commonwealth Communities, LLC and its parent, affiliates, members, partners, officers, directors, employees and agents, including any firm or company publishing and/or distributing the finished product in whole or in part, whether on paper or via electronic media, from and against any claims, damages, or liability arising from or related to the use of the photographs, including, but not limited to, any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution. It is at the discretion of Fort Lee Commonwealth Communities, LLC to decide whether to use the image. I understand that the above list is not an exhaustive list and there may be other outlets for which it is used. I understand that the photography and/or recording is being carried out with my consent and I give permission for any such photos, recordings and/or other materials to be used by Fort Lee Commonwealth Communities, LLC for as long as they deem necessary. I hereby waive any right to inspect or approve the finished photographs or printed or electronic material that may be used in conjunction with them now or in the future, whether that use is known to me or unknown. The foregoing permission is granted without any expectation or allowance of compensation, fee or royalty for any publication, broadcast and/or other use of the images and/or recordings, as described, unless otherwise expressly agreed in writing by Fort Lee Commonwealth Communities, LLC.

If I am 18 years of age or older, I am competent to contract in my own name. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free knowledgeable acceptance of the terms of this release.

\_\_\_\_\_  
Signature (Parent or Guardian (if underage))  
(Parent or Guardian is responsible for all minor family members)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print) (Parent or Guardian (if underage))  
(Parent or Guardian is responsible for all minor family members)