

Gilbert Real Estate

618 Calhoun Street
Radford, Virginia 24141
540-731-4678 (Office)
540-731-4378 (Fax)

Amendment of Lease

This AMENDMENT is to be incorporated into a Lease between Gilbert Real Estate, the Landlord hereafter referred to as the Agent, and the Lessees, hereafter referred to as Tenants, pertaining to a property referred 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 or a take-over lease agreement.
2. Tenant will not assign this lease, nor sub-lease the premises without Agent's consent. Any sub-lease or Lease Take Over shall include all Gilbert Real Estate required documentation and shall be signed by **all** persons therein designated. Any approval by Agent to an assignment or sub-lease shall not release the Tenant's obligation under the lease. With a Lease Take Over tenant is released from all obligations. To sub-lease the cost to do this will be \$200.00 and to do a Lease Take Over the cost will be \$300.00.
3. PETS, NO Pets of any kind shall be permitted on the property or in the tenant's premises without our prior written consent. NO PETS ARE ALLOWED AT THE FOLLOWING LOCATIONS: 1105 E. Main Street or 1021 E. Main Street. NO VISITING ANIMALS ALLOWED. If pets are permitted there will be a \$350.00 non-refundable pet fee charge per term per animal. The pet fee charge is not "Rent" or a deposit and it does not cover any damages that the pet may cause. The Pet Fee is to be paid in full before move in date. There is a mandatory Flea Treatment to premises at the end of your lease agreement with a charge of \$150.00 to be paid by pet owner at time of move out or it will be deducted from your security deposit. There are to be no dog tie outs in yards or from porches. You must be with your dog when it is outside on a leash, when you are away from your apartment/house it must be in a Crate inside of premises. You must clean up all pet debris from yard. You will be billed \$35.00 if maintenance has to remove it.
4. Rent is due on the 1st of the month. It is considered late on the 2nd, but a grace period is given until the 5th. After the 5th you will be charged \$35.00 plus \$1.00 per day until the rent is paid. Rent must be in our office no later than the 5th, including weekends and holidays. Late fees will also be assessed on security deposits, and any other charges that you may incur if not paid by the due date. **NO CASH!!!** We accept checks, money orders, cashier checks, credit/debit cards. If using a credit/debit card there is a 3.25% convenience fee charged. We accept Visa and Master Card. Money will be applied first to security deposit, second to outstanding fees/maintenance and third to rent. **NO** post-dated checks accepted. We provide a letter drop at our front door of our office for your

convenience. If a check is returned by your bank you will be charged an insufficient funds fee of \$35.00. You must pay for the bounced check with a cashier's check or money order.

5. All Tenants are jointly and severally responsible for all terms and conditions of this lease and the amendments of the lease.
6. Gilbert Real Estate agrees to allow the Tenants to pay their monthly rent in separate checks as a convenience to the Tenant. Tenants 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 Tenants convenience.
7. Tenant 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 keys. The City can fax proof upon request. Tenants must lease all utilities on and running during the entire term of the lease, Tenant must leave heat on 55 during winter months, in order to avoid damage to pipes.
8. Landlord's insurance does not cover damage by fire, water, vandalism or any other cause to Tenant's personal property located within the leased premises. Landlord requires tenant to obtain Renters Insurance. A separate policy is acceptable. **Proof of insurance MUST be delivered from each tenant to Landlord prior to check-in.**
9. Tenant 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. Tenant is held responsible for all broken windows, screens and/or doors, under any circumstances. Damage to inside of property is your responsibility.
10. Tenant will properly bag, remove and deposit trash or debris in the proper waste removal container. Tenant will be charged accordingly for any removal of trash. There will be no warning notices. We do not knock on doors! Tenant is responsible for exterior appearance of the rental unit to conform to Gilbert Real Estate standards. Only non-upholstered furniture designed for exterior use will be allowed on patios, decks, porches or yards. Items that are prohibited include, but are not limited to: grills, beer kegs, trash, cigarette butts etc.....
11. Tenant is responsible to pay lock out charge of \$40.00 after 5:00 p.m. weekdays, anytime on weekends and holidays. Payment is due at time of service. **NO Exceptions. You will need a photo ID before we will open door.**
12. **NO WATERBEDS!**
13. Tenant agrees that Landlord 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 conditions, maintenance emergencies, etc. Tenant understands that Landlord and their representative may enter the premises without first giving notice to show property or to perform routine maintenance.
14. **Landlord will notify Tenant by October 10th, 2015 requesting their intent for renewal. Tenant will advise Landlord of their intention to extend lease by December 10, 2015 however, Landlord may lease to other parties at their discretion based on demand and availability of rental units. 1J Form Attached.**
15. Carpets are to be vacuumed regularly and shampooed once per year with a commercial carpet cleaning company. Gilbert Real Estate will contact with a professional cleaner to have the carpets cleaned when the apartment is completely vacated and will deduct the

cost from tenants security deposit or tenant can have this done and bring Landlord the receipt. If property has not been cleaned, Gilbert Real Estate will contact a professional Home Cleaning person to have property cleaned.

16. All apartments/houses will be reconditioned once they are completely vacated. A percent of this charge is incurred by the tenant.
17. Parties are strictly prohibited... Gatherings of 20 or more people are not allowed in any rental unit. We reserve the right to dispense any gatherings that we feel are being disruptive. Landlord shall give a written warning, and the tenants may be fined up to \$150.00. Since this is a lease violation, eviction is possible. Tenant shall keep the volume of any radio, stereo or TV sufficiently reduced at all times. No disturbing noises will be tolerated.
18. If the unit has a deck/porch, it is limited to weight not to exceed 500 pounds. Virginia Law-Article IV Sec. 9-64 forbids the presence of grills in apartment/houses. Any grills found will be disposed of and tenant may be fined.
19. Parking permits are issued for properties; however, parking may at times be limited. At no time will Gilbert Real Estate try to waive or have adjusted any fee resulting from illegally parked vehicles. ***We do not guarantee parking spaces. There will be no visitor parking in the following locations: 524 Calhoun Street, 1021 E. Main Street and 1105 E. Main Street.***
20. Any items left in the premises after 12 noon on the lease end date will be considered abandoned. A removal fee of \$60.00 plus cost of labor will be charged for removal of items. Gilbert Real Estate will not be held responsible for any items taken from apartment/house by third parties after the lease date. You could also be charged a stay over fee if all is not removed from property, this fee is 10% per day each day after the lease end date, Tenant(s) stay in possession of the Premises, as well as for the payment of the fair market rent as determined by computing the prorata rental for the lease Premises multiplied by the number of days Tenant(s) hold over.
21. In the Lease Agreement Gilbert Real Estate is required to refund the security deposit balances within 45 days in the form of one check payable to all tenants. Landlord agrees and tenants hereby request that security deposit refund checks be issued to each individual tenant and hereby grants landlord approximately 60 business days from lease end date for processing. It is the responsibility of the tenant to provide Gilbert Real Estate in writing of their forwarding address by the lease end date. Non-compliance may result in delay of security deposit processing.
22. The payment schedule has been explained and we understand that the lease is not a calendar year; dates are based on the school year. It is understood that the Lease is a Term Lease, 12 equal payments and is less than 12 months.
23. Gilbert Real Estate's houses/apartment's are not Smoke Free.
24. It is understood that Gilbert Real Estate at end of lease paints all houses/apartments, has carpet professionally cleaned if tenant does not and will replace carpet at our discretion and has houses/apartments professionally cleaned if tenant does not.
25. Gilbert Real Estate does have some Pet Friendly units.

We understand our lease starts _____ and
our first rent payment is due _____.

Tenant _____ Tenant _____

Tenant _____ Tenant _____

Tenant _____

Gilbert Real Estate Agent _____ Date _____