

# Resident Policies and Procedures

## Sunchase Apartments

1941 Sunchase Drive, Harrisonburg VA 22801

Professionally Manage by:

MSC

Real Property Manager, Developers and Brokers

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## Table of Contents

WELCOME .....	3
IMPORTANT NUMBERS .....	3
RENT PAYMENTS.....	4
RESIDENT CONNECT PORTAL .....	5
UTILITIES AND INTERNET.....	5
MAIL DELIVERY AND PACKAGES.....	6
PEST CONTROL.....	6
LOCK OUTS .....	6
MAINTENANCE.....	6
COLD WEATHER REMINDER .....	7
COMMON AREAS .....	8
TRASH AND RECYCLING .....	8
BICYCLE, MOTORCYCLES AND MOPEDS.....	9
PARKING .....	9
TOWING .....	9
POOL.....	10
CLUBHOUSE AND AMENITIES.....	11
SNOW REMINDERS .....	12
NON-SMOKING .....	12
BALCONIES AND PATIOS.....	13
APARTMENT INTERIOR .....	14
MAINTENANCE AND MANAGEMENT ENTRY.....	17
CONDUCT AND NOISE COMPLAINTS .....	17
MOVE-IN INSPECTION .....	17
YOUR PROTECTION .....	18
STAY SAFE INSIDE YOUR APARTMENT .....	18
STAY SAFE OUTSIDE OF YOUR APARTMENT .....	19
WINDOW SAFETY.....	20
KEYS AND KEY RELEASE .....	20
FIRE SAFETY .....	20
FREEZING WEATHER.....	20
SMOKE DETECTORS .....	20
MOLD AND MILDEW PROTECTION .....	20
PEST CONTROL PREVENTION .....	22
TENANT LEGAL LIABILITY INSURANCE .....	22
PETS .....	22
WATERBEDS / AQUARIUMS .....	24
RENEWALS.....	24
LEASE TAKEVERS, SUBLEASES AND TRANSFERS .....	24
TRANSFERS.....	25
OVERNIGHT GUEST(S) .....	25
SECURITY DEPOSIT .....	25
VACATING GUIDELINES.....	26
CLEANING GUIDELINES.....	27
POOL USAGE AND LIABILITY .....	28
FITNESS CENTER LIABILITY.....	29
OCCUPANCY STANDARDS.....	29
LANDLORD REQUIRED LEGAL LIABILITY INSURANCE STATEMENT OF DISCLOSURE .....	30

# POLICIES AND PROCEDURES HANDBOOK

## Please read carefully

Welcome to our community, we are pleased that you have chosen to make your home with us! Our goal is to provide you with exemplary service and make sure your living experience with us is the best one imaginable.

We are committed to complying with all federal, state, and local fair housing laws to ensure that you, as well as all our residents, can enjoy the comfort of our exceptional community. To do so, we have established guidelines for everyone in the community to follow. This handbook is part an addendum to your lease.

We ask that you respect the rights and comforts of all your neighbors and help maintain a quiet and clean community by following the guidelines contained within this Policies and Procedures Handbook. As such, it is imperative that you read this Policies and Procedures Handbook carefully, as you and your guests are required to abide by these provisions.

All our residents and their visitors have a responsibility to maintain the safety and well-being of the community, your apartment, and the property's amenities. Together, we can keep our community exceptional!

Management Office Hours are subject to change during peak and slow business seasons: Our current hours of operation are:

Monday – Friday            9:00am-6:00pm  
Saturday – Sunday        12:00pm – 4:00pm

### Important Numbers

Office	540-835-5084
After Hours Emergency maintenance and lockouts	540-383-3815
Emergency Services	911
Police Department (Non-Emergency)	540-434-4436
Fire Department (Non-Emergency) Poison Control Center	540-434-6452
Boingo/Whitesky (Report Internet Outages)	866-755-2837 or <a href="mailto:GMSupport@boingo.com">GMSupport@boingo.com</a> (Do not call
Sunchase for support)	
Harrisonburg Electric Commission	540-434-5361 (Do not call Sunchase for outages)
Harrisonburg Electric Commission After Hours	540-434-5363(Report Outages)
1 <sup>st</sup> Choice Towing	
540-478-4869	

## RENT PAYMENTS

Rent is due on the first 1<sup>st</sup> day of each month. A late fee and legal processing fee will be assessed to all unpaid accounts after the 5<sup>th</sup> day of each month. Please refer to your lease agreement or contact the office with any questions regarding late fees.

**Rent is due on the 1st day of each month for that month (i.e., January rent is due on January 1).**

Rent is considered paid when received by the office, regardless of the postmark date, weather, holidays, or other delays.

A 10% late fee plus attorney's processing fees are automatically charged on the 6th of the month for any balance due.

Installment Leases: Your rent will be paid in 12 equal installments. **Rent is due the 1st of every month.** For example, if your lease starts on July 15 your first month's installment is due to the office on July 1 and if your lease ends on July 5 your last installment will be due the preceding June 1.

Although we cannot accept cash, rent can be paid in four ways:

### ONLINE

Why leave the comfort of your home when you can simply pay rent online? We encourage residents to use our online resident connect portal to make rent payments located at the address listed below. It is quick, easy, and convenient. Using an electronic ACH transfer from your account to pay rent is FREE with no transaction fees. However, if you use a credit card, there is a transaction fee. Fees are subject to change with prior notification. Autopayments can also be set up through your resident portal, which makes paying rent even easier! Go to <https://0191.mriresidentconnect.com/>.

### RENT DROP BOX

During office hours, you may pay rent at 1941 Sunchase Drive, inside the clubhouse. After hours, you may drop your payment in the labeled Rent drop slot located in the 24-hour mail room. Please write your building number, apartment letter, and bedroom number on your payment. No cash or post-dated checks will be accepted. Personal checks will not be accepted for payments received after the 10th of the month if payment is for that current month; a money order or cashier's check must be submitted. Any partial payments to your

### BY MAIL

You can mail your payment to our office at 1941 Sunchase Drive, Harrisonburg VA 22801. Be sure it is received in our office by the due date, as we do not go by the post marked date on the envelope. Any payment returned by the bank for any reason will result in a late and legal fee and a returned check fee. Checks will not be redeposited. If there are three (3) or more checks returned, resident will only be permitted to pay in certified funds for the remainder of their tenancy.

### FINANCIAL AID

If you are a full-time student and are reliant upon financial aid to cover your living expenses, you are still required to make all rent installment payments on time. Sunchase does offer a Financial Aid addendum so a student may defer some payments until they receive their refund portion of the Financial Aid award for the Fall and Spring semesters. Please contact the office for more details, or to request a Financial Aid Addendum. Sunchase cannot reverse any fees or fines resulting in non- payment of rent if you are reliant on financial aid and do not contact the office in advance.

### RESIDENT CONNECT PORTAL

The resident portal effectively extends Sunchase's office hours, providing a secure and easy-to-use website that

gives you control over your experience at our community. Our resident portal empowers you to:

- Pay rent and fees
- View real-time statements and account balance
- Submit and view status on service requests
- Stay current on community news and events

Your resident connect portal is established at the time that you submit your application online. You can access the portal at [www.Sunchase.net](http://www.Sunchase.net) and select the “Residents” tab or by navigating directly to <https://0191.mriresidentconnect.com/>. The email address/username will be the resident email address that was used to submit the Sunchase Rental Application and the password that was created at that time. You can reset your password if you do not remember it.

Resident Portal log ins are only available to the resident. Guarantors or family members can utilize the residents log in with the permission of the resident.

### PRIVACY POLICY

We believe in your right to privacy, and will not give out your name, address, email information, or phone number to anyone. Therefore, it is very important to provide your new contact information to your friends and relatives, or anyone you want to be able to reach you.

## UTILITIES

Water/sewer, trash and Internet is included in your rent. However, there is a monthly utility fee of \$6.25 to help off-set the cost of water/sewer and trash.

Electricity will be billed to each resident’s online Resident Portal. You will receive an invoice in your mailbox every month with your balance owed. Any unpaid balances may incur late fees in accordance with the late fee policy. You may pay your rent and electric bill at one time either in person or online through your Resident Portal. Utilities are billed for the previous month, so when you move-out, you will still have one more bill to pay. There is also a \$10 utility setup charged to your ledger.

Please note that you are responsible for the electricity 5 business days after your lease expiration date so that any work attributable to you (i.e., cleaning, floor work, etc.) can be done.

### INTERNET ACCESS

Internet lines, ports and service inside the apartment are neither maintained nor altered by Sunchase Apartments. Boingo/Whitesky Networks is our provider. Sunchase is not responsible for any loss of service or interruptions. Contact Boingo/Whitesky directly at (800) 611-9837 for any questions or problems. Alterations or additions such as phone jacks may be installed only with your property manager’s approval. Each bedroom has wireless Internet (property wide access) Sunchase does not provide Ethernet ports in the common areas or guarantee service to the ethernet ports in each individual bedroom. Boingo/Whitesky provides property wide Wi-Fi service for residents and their guests. Residents may not set up or use their own personal router. Upon moving in, residents must set up a free account with Boingo/Whitesky and register each of their devices (up to 8 per resident) to use the service. Guests may create a guest account that must be renewed every 24 hours. Please contact Boingo/Whitesky for more instructions on how to set up a new account to use Wi-Fi. When initially setting up your smart TV, game system, or smart device to connect to internet supported streaming services you will need to obtain the MAC address for your device . If you need assistance with finding this information on your device, please contact Boingo/Whitesky via the service number mentioned above.

## MAIL DELIVERY

Mailboxes are located in the Clubhouse in the 24-hour mail room. Each mailbox may only be accessed by the key provided to you at move-in. Apartment Mailboxes coordinate to your apartment number. Sunchase staff cannot access any mailboxes, please contact the USPS if you need access to your mailbox for any reason.

## PACKAGE ACCEPTANCE

Sunchase is happy to accept a package for you if you address it directly to the Sunchase leasing office. You will receive a text message when it is delivered to our office. Please plan to pick up your package within 5 days of delivery and have your ID with you. Packages not retrieved within 5 days will be returned to sender. Sunchase is not responsible for the delivery of any packages. We will attempt to notify you over email and text message when a package is received for you in the office, however we cannot guarantee we will always be able to send texts or emails. Resident also understands that Sunchase management is not responsible for lost packages.

## EXTERMINATION

Another service we provide is a preventative pest control program for the interior of your home twice per year. If you need to have your apartment exterminated at any time during the year, please call (540)835-5084. If you notice a pest of any sort, please contact our office immediately.

Extermination for fleas and bed bugs are completed at the expense of the resident. If you need extermination services, please enter a service request and an appointment will be made for the exterminator to make a visit. The appointments are made on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of the month.

## LOCK OUTS

There is nothing worse than locking yourself out! During office hours, come by the leasing office with your photo ID and we will lend you a key to get into your apartment. This key may be used free of charge but must be returned by the close of business the same day. We will hold the ID until the key is returned. Failure to return this key within the allotted time can result in the replacement of the lock and you will be charged for the cost of the re-key (minimum \$65.00).

After business hours, call (540) 383-3815. A representative will respond to your call as soon as possible. Considering that the technician will be required to come back to the property from their home, please be patient. There is a minimum fee of \$65.00 that will be charged to your account for this lockout service. Only residents on the lease may obtain a key and must provide identification. Attempting to gain entry by other means is prohibited.

## MAINTENANCE

One of the many benefits of living in our community is the top-notch maintenance service we strive to provide—typically within 24 hours! During office hours, your Maintenance requests should be submitted online through the resident portal 24/7.

Please note that if you have a clogged sink or drain, please **DO NOT** use any type of drain opener. Call our office and we will have maintenance unclog the drain. Not only can the harsh chemicals in drain openers harm the pipes, but they can also be dangerous to our technicians if they still need to clear your drain line.

We are also pleased to provide our residents with 24-hour Emergency Service that can be reached at the Emergency Maintenance number listed on page 2 of this Policies and Procedures Manual.

Hopefully, you will never need this service, but if you do, you will certainly appreciate having our trained service staff just a phone call away. Before you pick up the phone, please ensure that your issue is a true emergency. Below you will find a list of what we typically consider an emergency or a non-emergency situation:

- Broken Window or Unsecure Door
- No Heat, and outside temperature is below 60 degrees  
This is only an emergency in cold Winter weather when the temperature is below 60 degrees.
- No Air Conditioning, and outside temperature is above 80 degrees. Please be aware that we do not respond to Air Conditioner calls after 8 pm. Not only do the evenings cool down and make the high temperatures more tolerable, but it is difficult for our technicians to diagnose problems on an HVAC unit in the dark. Air conditioning repairs may be performed after hours if a medical condition is of concern.
- No Electricity in your Apartment  
If your entire apartment is without power, contact Harrisonburg Electric Company. If only certain outlets are affected, please try to reset the GFI breakers prior to calling Maintenance. If the electric is out in certain rooms or portions of rooms, please contact us to discuss the necessity of electricity in that room for the evening. The technician may attempt to walk you through resetting the breaker prior to coming to the property or may determine that the outage is not significant enough to be considered an emergency.
- Flooding of your Apartment/Uncontrollable Water  
Call us immediately if you cannot control the water from your faucets, sinks, tubs, toilets, water heater, etc. If you are able, turn off the water valve to the fixture or appliance prior to calling Emergency Maintenance.
- Fire - Call 911 first! Then call us.
- Clogged Sink or tubs  
May be considered an emergency depending on the severity of the situation. Please do not use Drano or any other chemicals to clear the drain. Chemicals such as this can be dangerous to our maintenance staff. The resident could be charged for this service if we find the resident was at fault for the clog.
- Noise Complaints or Security Issues  
Please contact the Police at 911 if you feel a situation could endanger you, other residents, or the property. You may call the non-emergency police at (540) 434-4436 for disturbances that are not a threat of health and safety.

Semi-Emergencies: Our maintenance staff will respond within 24 hours between Friday 5:00 p.m. and Sunday 5:00 p.m. (If a call comes in on a Sunday- Thursday night maintenance will handle it during normal weekday hours.) In case of the following, maintenance should be contacted as soon as possible:

- Inoperable refrigerator Inoperable range
- Stopped-up sink Stopped-up tub
- No hot water
- Clogged commode- residents are asked to plunge first with the plunger given to you at move-in. If a technician is called to plunge a toilet, a \$50 charge will be assessed to the resident's account

Non-Emergencies: Non-emergencies will be repaired by maintenance during normal weekday business hours. Non-emergencies include but are not limited to the following:

- Inoperable dishwasher
- Inoperable disposal
- Inoperable washer/dryer
- Inoperable microwave

## IMPORTANT COLD WEATHER REMINDERS

We want to take this opportunity to remind you of a few preventative measures that can make your winter experience a pleasant one and to keep your home safe.

### Heating Related Reminders

- Residents are required to keep the heat set at 60 degrees or higher. This will help to prevent frozen pipes and possible leaks in the winter.  
Management reserves the right to set the thermostat to 60 during the winter if the resident(s) have the heat set below that.
- Under extremely cold conditions, leave bathroom vanity doors open under your sinks so the heat will be sure to reach the pipes when it is especially cold. By following this advice, you reduce the risk of freezing pipes which can cause a large water leak in your apartment.
- If you turn your water on and no water flows from the faucet, please CALL the office IMMEDIATELY. This could indicate that your pipes have frozen, and a burst is possible.
- If your thermostat is indicating it is using "Emergency Heat" for an extended period of time, or your HVAC unit's fan does not cut off, please contact the office immediately. This means your system is using only a back-up electric system to produce heat. This will lead to substantially higher electric bills.

## YOUR COMMUNITY

Making sure everyone feels like they are at home means everyone needs to be a good neighbor. You are responsible for not only your actions, but for the actions of occupants and guests of your apartment. To maintain a quiet, clean community, it is necessary for all residents to respect the rights of their neighbors, and to follow the guidelines of the community. Please exercise care and courtesy when using some of the fabulous amenities in your community.

### COMMON AREAS

The area surrounding your apartment including lawns, sidewalks, and any other open spaces in the community and buildings that are shared with other residents are to be enjoyed with consideration of your neighbors. Personal items left in the common areas may be removed and disposed of, without notice, at the expense of the resident. Drinking of alcohol in public is not allowed on the property. Smoking of any kind inside of the units is not allowed. Smoking on balconies is permitted unless it interferes with other residents' enjoyment of their balcony or patio.

Please keep our community beautiful and do not litter. All trash should be taken to the trash dumpster and disposed of properly. Do not place garbage bags, newspaper, etc. outside your door, on your patio or balcony, or on your front stoop for any length of time. Pick up after your pet and report others that are not doing so. The County and State Fire Codes prohibit the placing of trash, boxes, tricycles, bicycles, toys, grills etc. in the entrance, breezeway or on the steps of buildings. For your safety and the safety of those around you, please obey the Fire Codes.

### TRASH & RECYCLING

Dumpsters are located by the main entrance, on Chase Court, next to building 1913 and in front of building 1948. Garbage is to be removed from your apartment twice a week to prevent health hazards. Costs incurred in Landlord removing trash not placed in the proper receptacles will be charged to the resident. The charge for trash removal is \$50.00 per bag to the apartment responsible. The charge for glass, tobacco/e-cigarette waste, and biological waste removal is \$500. If a resident causes any type of fire, regardless of damage, they will be



responsible for ALL costs associated with repairing the damages. Any trash items found in the breezeways or anywhere on the property will be charged accordingly to the residents.

Sunchase has provided recycling containers at each end of the community. These containers are located in the corrals near building 1913 and building 744. The recycling dumpsters are labeled with what can and cannot be recycled.

### **BICYCLE, MOTORCYCLES AND MOPEDS**

Bicycles should be properly stored on Sunchase property. Bike racks are provided throughout the property for bike storage; otherwise, residents should store their bikes in the utility room of their apartment. At no time can they be stored on the apartment landings or attached to a railing of any part of the building. The City and State Fire Codes prohibit the placing of bicycles, motorcycles and trash at entrances or on steps or landings of buildings. Sunchase reserves the right to cut the chain and remove any parked bicycles or mopeds found in the breezeways. Sunchase will not reimburse the resident for the chain. Bicycles that appear to be abandoned will be removed during the summer months. Mopeds and motorcycles are prohibited inside apartments.

### **PARKING & VEHICLES**

Each resident will receive one free parking sticker for their registered vehicle. To obtain a parking sticker each resident must provide a valid driver's license and a vehicle registration to the management office. The parking is not guaranteed and is available on a first-come, first-serve basis. Sunchase does provide a limited number of guest spaces. The guest lots are located around the clubhouse main entrance extending around to the maintenance shop, the lower lot between 1914/1916 and the annex buildings (720-744), the lower section of the annex parking lot by the dumpsters, and the upper section of the annex parking lot by the bus stop. The guest spots are accordingly labeled. There is a 72-hour maximum guest parking limit.

### **Towing**

Please follow all parking rules carefully. Management does not want any of our residents to get towed. We use a third-party company to tow any vehicles that are not following Sunchase's parking policies. We tow 24/7! Sunchase receives none of the funds that a resident pays to the towing company, so we cannot and will not reimburse any fees for towing. This must be taken up with the towing company exclusively.

- PARKING PERMITS MUST BE CLEARLY DISPLAYED IN THE LOWER RIGHT CORNER OF THE VEHICLE'S REAR WINDOW. A parking permit affords you the right to park in the community but does not guarantee a parking space. Lost parking permits will result in a fee for replacement. A damaged permit will be replaced at no cost provided the unusable permit is returned.
- The parking sticker has an expiration date and it is the responsibility of the resident to renew their parking sticker each year.
- Any vehicle parked illegally, even with a sticker, can be towed at any time without notice at the vehicle owner's expense.
- Do not park in a space that is reserved for another resident. **You will be towed.**
- Vehicles parked in fire lanes, reserved spaces, or other non-parking areas (such as grassy areas, by yellow curbs or fire lanes, unmarked spaces, blocking ingress/egress or access to trash dumpster, etc.) will be towed without warning. Cars not parked in between the lines and taking up more than one parking space will also be towed at vehicle owner's expense.
- Any vehicle that is in an unsightly state of disrepair, has flat tires, is on supports, is inoperable or lacks proper state licensing may not remain on the property for more than 72 hours. Any vehicles violating this rule are subject to towing at the owner's expense without warning.
- No washing or repairing vehicles in the parking area.

- Parking or storing commercial or large recreational vehicles including boats and trailers is not permitted.
- A temporary parking pass is available to residents in the event they have a temporary vehicle or for a visiting parent or guarantor. All other guests must park in a guest spot. Temporary passes are available in the management office during office hours or in the clubhouse until 10PM and are good for 3 days. A vehicle registration and ID are required to obtain a temporary pass.

We truly do not want to tow anyone's vehicle! We realize that the expense and inconvenience is considerable. Please be mindful of the above rules to avoid towing and to provide maximum parking for our residents, as well as safety and protection of our property.

## POOL

Another benefit of our community is the ability to relax by our beautiful pool. We welcome you and your guest to enjoy this amenity, but please keep in mind the following rules:

Management reserves the right to close the pool at its discretion in consideration of health and safety of the residents. The pool will be considered closed during any active thunder, lightning, or high/severe wind event. Management has the authority to deny the use of the pool to any person failing to comply with these RULES AND REGULATIONS.

- POOL HOURS: Monday-Friday 9:00am – 10:00 pm Saturday-Sunday 12:00pm – 10:00pm
- To allow all our residents to enjoy the pool, we require all guests to be accompanied by a resident.
- Each resident is permitted to bring **1 (one)** guest per day. A guest pass fee of \$2.00 will be charged to your account (no cash accepted).
- Residents must also sign in their guest and their guest must wear their guest wristband while at the pool.
- Residents will be held responsible for all actions of their guests in addition to themselves. When visiting the pool, all residents are required to wear their Sunchase pool wristband.
- No smoking in the pool area.
- No one will be permitted in the Clubhouse, Leasing Office, or Exercise Room (other than to use the restrooms) in wet bathing suits. Shirts and shoes are required inside the clubhouse and Leasing Office. Do not enter the clubhouse with wet clothing/bathing suits or sit on any clubhouse or office furniture with wet clothes/bathing suits.
- Anyone in the pool area after closing will be considered "trespassing" and will be treated as such. Violators will be prosecuted, and pool privileges will be revoked.
- Management assumes no responsibility for articles left in the pool area or the clubhouse. THERE WILL BE NO LIFEGUARD ON DUTY. All persons using the pool or clubhouse do so at "THEIR OWN RISK". Sunchase management accepts no responsibility for any loss or damage of life, limb, or property. In the instance of property damage, resident will be responsible for any damages caused by themselves or their guests.
- NO DIVING, RUNNING, JUMPING, OR HORSPLAY OF ANY TYPE WILL BE ALLOWED in the pool area. Loud music, profane and/or abusive language will not be tolerated and may result in the loss of the resident's pool pass. Sunchase management will determine the period of revocation for a time up to lease expiration.
- NO FLOATING DEVICES other than life preservers or "water rings" are allowed in the pool area.
- NO BIKES, SKATEBOARDS, ROLLER SKATES OR ROLLER BLADES, ETC. will be permitted inside the pool area at any time.

- NO PETS are allowed in the swimming pool area.
- PROPER SWIMMING ATTIRE must be worn by all persons at all times.
- Absolutely **No glass containers** or alcohol allowed in the pool area. All coolers will be checked by Management for glass. Any damages or issues caused by glass in the pool area will lead to the responsible resident being billed for repairs, pool draining, chemicals, etc.
- If trash is left or damages caused by you or your guest, you will be charged accordingly. Please take care of the pool furniture we have provided for you and your guests to enjoy. Management reserves the right to change any pool rules and regulations at any time.
- Failure to abide by the rules and regulations of the pool may result in loss of privileges.

### CLUBHOUSE AND AMENITIES

As a resident, you can use the Sunchase Clubhouse and amenities at no charge.

- The Clubhouse includes computers, copier/printer, meeting and private study areas, kitchenette with coffee machine, gaming tables, and a 24-hour fitness center.
- Exterior includes: the swimming pool, grilling station, fire pit, corn hole and dog park.
- All amenities and clubhouse facilities are for the use of residents only. Any guests must be always accompanied by the resident. The resident is responsible for the actions of their guests while on the property including but not limited to use of the amenities/clubhouse facilities. Sunchase has the right to limit guest access at any time.

### FITNESS CENTER

The Fitness Center is in the clubhouse and is open 24 hours with Sunchase access fobs. Report any lost or stolen cards to management. Replacement cards can be obtained for a non-refundable fee of \$40. Make sure you return the access card when you move out, so you are not charged a fee.

Never give your access card to anyone else, including other residents. Our key card access system electronically tracks your entry into the fitness center. If you let other people use your access key card and damages occur, you will be held liable, and your fitness center privileges will be revoked. The fitness center is under surveillance. Any violations or vandalism will result in charges against those responsible.

By using the Fitness Center, you agree that it is at your own risk and that no attendants or supervision of any kind will be provided. Guidelines for use of the Fitness Center:

By using the Fitness Center, you agree that it is at your own risk and that no attendants or supervision of any kind will be provided. Guidelines for use of the Fitness Center:

- The Fitness Center is for residents only.
- Please read posted instructions before using exercise equipment. If you do not understand the instructions, do not use the equipment.
- The Fitness Center is for exercising. You may be asked to leave the facility if you are loitering or using the equipment improperly.
- Please wipe down equipment with provided antiseptic wipes after each use.
- Use of equipment is on a first-come, first-served basis. Therefore, please be considerate and limit your time on the equipment.
- Please notify us immediately of any equipment problems, and do not use any equipment that is not working properly.
- We urge you to take caution not to overexert yourself and recommend exercising with a partner. Before undertaking any exercise program, consult your physician.

- Use of Fitness Center facility is “at your own risk.” No attendants or supervision of any kind will be provided. Sunchase is not responsible for accident or injuries related in any manner to the use of these facilities.
- Failure to comply with these rules & regulations could cause your Fitness Center privileges to be revoked and future access denied. We also reserve the right to prohibit use of the Fitness Center by any individual failing to comply with normal precautions and posted rules.
- LOITERING, SMOKING, and ALCOHOLIC BEVERAGES are NOT PERMITTED in the Fitness Center.

### SNOW REMINDERS

For your safety we recommend that if you can, please stay at home during snow or ice storms. If the forecast is calling for snow, please remember the following:

- Park your vehicle away from the curb so that we can fully access all sidewalks to be cleared.
- As most vehicles are front wheel drive, please back into a parking space before the snow fall begins.
- Sunchase is not responsible for damage to any vehicles that could not be properly parked due to stormy conditions or that are parked with the vehicle hanging over the curb.
- Keep in mind that even after the roads are clear the melting and run off will continue to freeze at night. These conditions can make the parking lots and sidewalks treacherous late in the evening and early in the morning. Again, we recommend that you not drive during these conditions.
- As conditions permit, we will strive to clear parking lots and sidewalks of snow and ice; however, please use caution whenever there is inclement weather.
- Residents are responsible for clearing snow away from their individual vehicles and current parking spaces. Do not put snow from your vehicle or parking spot onto the sidewalk. Please push all snow into the parking lot to be moved by the snowplows. Residents found to have pushed snow from their car onto the sidewalk are subject to at least a \$50.00 fine.

## YOUR APARTMENT

We do everything we can to make our community a place you are proud to call home, but what’s inside counts just as much! Please take care of your apartment and keep it neat and clean. We have established some guidelines to make sure our community looks like a place we all want to call home

### Non-Smoking Apartments

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions and rules which is incorporated into the Lease.

Purpose of Addendum: The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

1. Smoke-Free Premises: Tenant agrees and acknowledges that the premises to be occupied by Tenant have been designated as a smoke-free living environment. “Smoking” means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe or any other device containing any tobacco product, or any other leaf, weed, plant or other products.
2. Tenant and Guests shall not smoke anywhere in the unit rented by Tenant
3. Tenant to Promote No-Smoking Policy: Tenant shall inform guests of the no-smoking policy. Further,

Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating or drifting into the Tenant's unit from sources outside of the Tenant's apartment unit, except from the balcony.

4. Disclaimer by Landlord: Tenant acknowledges that Landlord's adoption of a smoke free living environment, and the efforts to designate the rental Community as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property.
5. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.
6. Effect on Current Tenants: Tenant acknowledges that current tenants residing in the Community under a prior lease will not be immediately subject to the No-smoking Policy.

#### **BALCONIES AND PATIOS**

- No structural changes or additions may be made to the exterior of your home, including installation of satellite dishes.
- There is a maximum occupancy limit of 20 people per apartment for all gatherings. Residents may have no more than 20 people in the apartment at one time and no more than 6 on the balcony at one time.
- The entire apartment should be kept free of trash and debris, including all doorways, hallways, utility rooms, balconies, entry landings and stairways. No dangerous or flammable fluids should be kept inside the apartment and especially not stored in any utility room. Storage items should be placed at least 3 feet from furnaces and hot water heaters. The balconies and porches are always to be kept neat and orderly.
- Conventional patio furniture and plants are allowed on the balcony. Unsightly furniture, kegs, bikes, large boards, banners, signs, trash, laundry, towels, blankets, clothes etc., are not to be stored on the balcony or left in the breezeways or property common areas. Railings on landings, balconies and porches must never be climbed over, loosened, or removed by anyone.
- Broken windows or doors will be replaced immediately by Sunchase, but at your expense. In most cases, breakage is due to abuse, neglect, or carelessness on the part of the residents or their guests. If screens are torn or pulled from the building, residents are charged for the cost of repair or replacement. Do not enter the apartment through the screened windows and sliding glass doors.
- Damaged screens look like easy access to your apartment to people driving or walking by. It is your responsibility to report them promptly to (540) 835-5084. Please do not run any wires across any doorway or any floor.
- The Virginia State Fire Prevention Code prohibits grilling on balconies or within 15 feet from the exterior of a building. Residents are not allowed to have any type of grill at their apartment or on their balcony at any time. There is a charcoal grill located in front of building 1932 for your use and a gas grill at the pool. Please clean up the area when finished grilling so all our residents can enjoy this amenity.

#### **INTERIOR**

Your apartment is designed to create a more carefree and simpler lifestyle for you. Here are some details about the features of your new home:

**GARBAGE DISPOSAL-** Your home is equipped with a garbage disposal. The on/off switch is located on the wall behind the kitchen sink. Don't put large amounts of food down the garbage disposal. Feed food into the garbage disposal a little at a time with the cold water running. This will help the food scraps flow down freely through the drainpipes and plumbing. Be sure to use cold water, as hot water melts the foods you are trying to grind up and remove. Allow the water to run a few seconds after you turn the disposal off to rinse away any remaining particles. Some items that you should NOT put in your garbage disposal that can damage blades and pipes include:

- Expandable foods such as rice and pasta
- Grease or fat
- Bones
- Coffee grinds or tea bags
- Fruit or potato peelings, eggshells, seeds or dry beans
- Plastic, glass, metal, paper, or aluminum

Charges will be assessed for any work orders with these items found in the disposal. Periodically putting ice cubes in your disposal is a good idea to clean the inside. While noisy, this works like a rock tumbler polishing rocks. You can power wash the odor from the drain without ruining your disposal. If your disposal stops working, try pushing the red reset button located underneath the disposal. If this does not work, please submit a maintenance request.

**ICEMAKER** -If your refrigerator is equipped with an icemaker, be sure the feeler arm on the side of the icemaker is in the down position. This will turn the icemaker on, and ice will generate until the feeler arm is lifted by the ice and the ice container is full.

**GFCI RECPTACLE** -If the power goes out in one of your bathrooms, check the outlet in BOTH bathrooms to make sure the GFCI receptacle is working properly. To reset a GFCI outlet, push the RED reset button located in the center of the GFCI outlet. You should hear a sharp "click" upon pressing the reset button.

If power goes out in other isolated areas in your apartment, check the outlets in the kitchen to make sure the GFCI receptacle is working properly. To locate the outlet with the tripped GFCI, look for the one with a small button popped out, typically marked "test" and follow the instructions above to reset the outlet. Remember, when a GFCI trips, it will trip all outlets connected to that outlet.

**WATER SHUT OFF VALVES-** If water is leaking in your apartment from a sink, toilet, or appliance, turn off the water source using the shut off valves. The shut off valve for appliances in your kitchen is located under the kitchen sink; the shut off valve for the bathroom is located on the wall behind the toilet under the tank, and the shut off valve for the bath sink is located under the bathroom sink.

Uncontrollable running water should always be considered an emergency and can cause significant damage to the flooring and walls of your home, as well as your personal property. Be sure to contact our office immediately at the sign of leaking water. If the office is closed, contact Emergency Maintenance.

**SETTING YOUR THERMOSTAT-** Your apartment is heated and cooled by a central heating and air conditioning system that you control. The thermostat is located in the living/dining room. There are multiple settings which are defined below:

**FAN-** With fan options, you will most likely have "on" or "auto." By choosing "on," you will engage the fan on your system to circulate air through the home without heating or cooling it. The fan will run for as long as the

“on” option is engaged. The “auto” option will only engage the fan when either the heat or air conditioning turns on and needs to be circulated. The “on” option for the fan is generally considered an energy waster since it will require a decent amount of energy to move that much air on a constant basis. Most people leave the fan set to “auto” and this is the setting that Sunchase recommends.

**COOL-** Set the system to cool your home by moving the switch to the “cool” setting. Set the desired temperature in your home and make sure the system is set on auto. The system will run until your home reaches the desired temperature then will automatically turn off. This is the most efficient way to cool your home. Also, important to note is that your air conditioner supports a maximum temperature drop of about 20 degrees from the outdoor temperature. What this means is that on most days, a 20-degree temperature drop is perfectly fine and your home will stay right around the temperature at which you set your thermostat. On extremely hot days, however, your air conditioner might not be able to cool down your home to its normal temperature. If it’s 100 degrees outside, for example, your air conditioner might only be capable of cooling your home down to 80 degrees.

Now that you know about your air conditioner’s maximum temperature drop, you can use that information to choose the right thermostat setting when it is extremely hot outside. If you know it is going to be a very hot day, consider raising your thermostat setting a few degrees to ease the load on your air conditioner. This will help prevent your system from overheating and breaking down on a day when it’s already working overtime.

The worst thing you can do on an extremely hot day is to set your thermostat temperature even lower than usual to make your home cooler. All this will do is force your air conditioner to work non-stop and will greatly increase the likelihood of something going wrong.

**HEAT-** Setting the heat for your thermostat is very similar to setting the cooling option. Use the same switch or button to cycle through until you reach “heat.” You can then use the same set of arrows you used to set the cooling temperature to set the heating temperature. Again, the system will only run when the internal thermometer registers that the ambient room temperature is colder than the set temperature. During the Winter months, if you expect to be gone from the apartment for any length of time, we ask that you leave the heat on in your apartment to a setting of at least 60 degrees to prevent pipes from freezing. Water damage due to freezing pipes will be charged back to the resident. Including, but not limited to damage to other apartments caused by the burst pipe.

**WINDOWS-** All window coverings must have a light background when viewed from outside of your apartment. Covering windows with flags, sheets, multi-colored draperies, etc. is not permitted.

**PAINTING and DÉCOR-** We want your home to reflect your style! If you decide to add color to your walls, please note that you will need to return the walls and trim to their original color before you move out. Use small nails, thumb tacks, or nailed picture hangers to hang decorations/accent pieces on walls to keep damage to walls to a minimum and avoid charges upon move out. **The use of any sticky substances such as command strips, tape, sticky tac, etc. are not recommended because they leave behind a residue on the walls that can result in damage charges.**

**FLOORING-** Your apartment home has hardwood floors, please note that area rugs are required to cover at least 80% of your hardwood floors. Not only does this protect the flooring, but it also reduces noise.

**PLUMBING-** Do not place sanitary napkins, tampons, paper towels, diapers, etc. in the toilet. This can cause serious plumbing issues in not only your home, but in your neighbors’ as well.

**TOILETS AND DRAIN-** Please use a plunger to try to clear a clogged toilet. If this attempt is not successful, call us

for assistance. Do not flush paper towels, cotton swabs, feminine hygiene products, condoms, diapers or baby wipes, or any foreign object down drains. There will be a charge for removal of any foreign object as well as any resulting damages. If you report a clogged toilet, and the maintenance department is able to clear the clog by simply plunging the toilet, you may be billed for the cost.

**SHOWER STALL/TUB-** Do not clean with any abrasive cleaners that will scratch tile surfaces. Always close your shower curtain fully during use to prevent leakage and use a heavy bathmat on the floor. You may be responsible if water flows into the floor level below your bathroom.

Mold and mildew can be kept to a minimum if you regularly clean and keep your bathroom ventilated. If you discover that the caulk or grout around your shower/tub is deteriorating, please contact our office for repair. If your tub has been refinished, please refer to the instructions for maintaining Refinished Surfaces that will be provided.

**LOCKS-** Do not install additional locks on your apartment home doors. We will be happy to install additional locks for you for a fee. Management will need a copy of a key to make sure we are able to enter the apartment/room in an emergency. If you would like an additional lock, please contact our office.

**WASHER/DRYER-** Your apartment is equipped with a washing machine and dryer that will be maintained by our maintenance team. However, you will be responsible for service, repairs, and any subsequent damage caused by abuse or neglect. Prior to each use of the dryer, please clean the dryer lint screen. You will be responsible for any damage caused by overflow due to improperly loading or overloading the washing machine or using improper or excessive detergent. If at any time you find your dryer vent detached, please call our office for a repair. If your home is not equipped with an appliance, no washer/dryer or portable dishwashers may be installed in any unit without written permission of the Landlord.

### Care of Refinished Bathtub, Shower Wall or Counter Top Guidelines

*Refinished bathtub, wall and/or counter top cannot be used for 24 HOURS to allow completion of the drying process.*



- Clean surface regularly
- Use non-abrasive cleaners such as Bon Ami, Lysol, Liquid Comet, Ivory, Dishwashing Liquid
- Report faucet leaks immediately
- Report bubbling, cracking, other issues/repairs immediately
- Keep hair dyes, cosmetics, perfumes away from surfaces



- Use abrasive cleaners such as Lime Away, Soft Scrub, Ajax, Comet or anything that contains bleach.
- Use abrasive scrubbing or scouring pads.
- Drop sharp or heavy objects on the finish.
- Use bathmats, traction strips or suction cups.
- Use drain cleaners or tile grout cleaners.

These guidelines are provided to help you maintain your refinished surface and prevent damages or voiding the warranties. Please note that damages caused by neglect or failure to adhere to these guidelines will result in charges to your rental account for any necessary repairs.



## MAINTENANCE AND MANAGEMENT ENTRY

The Maintenance and Management Staff, as well as contracted employees, have the right to enter apartments for inspections, repairs, and cleaning. Notice will not always be provided; however, they will always knock first and announce upon entry. Keep this in mind if one or more of your roommates has entered a maintenance request or turned in their keys and moved out, our maintenance staff will begin preparing the vacant bedroom(s) for the incoming resident(s).

Any vacant room found to have an unauthorized occupant will cause the current residents in the apartment to be subject to a fine equal to at least one month's market rent of the room or \$500.00, whichever is greater. That unauthorized occupant must vacate the premises immediately. The current residents of the apartment will then be liable for the entire cost of turnover on that room, including any damages and utilities in full. The Common Area will be assessed for damages at the time any one or more of the roommates' lease ends. Copies of the Turnover Calendars are available upon request starting in May preceding the first June move outs, so residents may have an idea of when to expect staff and contractors in their apartment.

## CONDUCT AND NOISE COMPLAINTS

Living in a community requires consideration of others, especially where noise is concerned. Residents, their relatives, and guests are expected to extend common courtesy to their neighbors. (See Section 21 of your lease, "Quiet Enjoyment/Use of Premises".)

Most noise complaints result from boisterous behavior or loud stereo systems. Noise of this nature travels very easily. If you encounter noise problems, we ask that you first talk to your neighbors about the problem. Often residents do not realize how clearly sound travels.

There is a noise ordinance in the City of Harrisonburg. We will provide a copy of the Harrisonburg Noise and Alcohol Ordinance upon request. Please contact the local police if you are experiencing a serious problem after hours. Also, notify management the following business day with the apartment number of the offending resident and the details surrounding the complaint. Please be advised that repeated noise complaints may result in warnings, fines, and possibly eviction should the problem continue.

You are responsible for the actions and damages of your guests and relatives and any uninvited guests who might enter Sunchase whether such actions are known by you or not. All costs incurred by the Landlord to repair any damage including but not limited to any leased space, common areas, clubhouse, pool, fitness center, exterior of the building, other rooms in your apartment, etc. as a result of a party or gathering, or the actions of your guests whether invited or not will be your responsibility.

## MOVE-IN INSPECTION

In accordance with the Virginia Residential Landlord Tenant Act, you will be provided with a Move-in Inspection form to be used to list any pre-existing conditions that you see in your new home. **You have five (5) days from the date you move-in to return the list to the Leasing Office with any damages listed that you don't want to be charged for upon move out.** Please follow these guidelines in completing the form. A copy for your files will be provided upon the return of the inspection sheet.

- Please notate specific maintenance requests in the notes portion of the sheet.
- If in doubt - write it down! If you have any questions about the Move-In Inspection, please contact the Leasing Office. We are here to help you!

Your Move-In Acknowledgement includes the number of keys that you received at Move-In. You will be responsible for returning the number of items indicated on this report, so verify that you have received the correct amount at move-in.

### **KEEPING YOURSELF SAFE INSIDE YOUR APARTMENT**

In the event of an emergency, always call 911 or the appropriate governing agencies immediately, then the management office.

Though we do our best to provide a secure environment, you are responsible for your own safety. The following guidelines will help you protect yourself.

- Lock your doors and windows – even when you are inside.
- Use dead bolt locks on the doors while you are or are not home.
- When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. Do not open the door if you have any doubts.
- If you return to your residence and you think it has been entered illegally, do not enter. Call 911. Never give out keys, or access codes or combinations to your apartment home or any area of the community. If your keys are lost or stolen, call us immediately to re-key. There is a fee associated with this service, but its worth the cost to keep yourself safe.
- Keep a complete list of the serial and identification numbers of computer, television, stereo, etc. This will greatly aid in recovering stolen goods.
- Keep valuables out of sight by drawing curtains or blinds and storing such items away from windows.
- Never leave a note on your door stating you are not home.
- Do not display apartment keys in public or carelessly leave them in the mail area, at the pool or places where they can be easily stolen.
- Do not put your name, address, or telephone number on your key ring.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
- Close and latch your windows while you are gone, particularly when you are on vacation. Immediately report any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; or any malfunction of other safety devices outside your apartment such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railing, etc.
- Close curtains, blinds, and window shades at night.
- Mark or engrave identification on valuable personal property.
- In a residential community, screaming may sound like horseplay. In an emergency, be specific by shouting “Help!” “Police!” or “Fire!”

### **STAY SAFE OUTSIDE OF YOUR APARTMENT**

- When returning to your apartment late in the evening, always use the main property entrance or commonly used walkways when possible.
- Lock your doors while you are gone.
- Tell other occupants of the apartment where you are going and when you will be back. Do not walk alone at night.
- Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will

look.

- At all hours, carry your door key in your hand when nearing your entry door. You are more vulnerable when looking for your keys at the door.
- Be aware of your surroundings, do not walk looking at your phone.
- If you notice suspicious persons loitering around the property, report them immediately to the proper authorities. DO NOT confront them yourself.
- Please report any malfunctioning lights to the maintenance office.

### WINDOW SAFETY

**Window Safety:** In June 2000, U.S. Consumer Product Safety Commission released safety guidelines to help prevent falls from windows. Apartments supports window safety and has taken the following precautions to assist residents in preventing window falls.

Window screens are not designed or intended to protect from falls. Therefore, **window stops will be installed on all windows upon resident request** which will allow residents to restrict the window opening. It is reported that children 10 years old and younger are most susceptible to accidental falls from windows. Please keep furniture away from windows to discourage anyone from climbing near windows.

**Window guards are also available for installation at the residents' request and expense.**

Window guards screw into the sides of a window frame and have bars set 4" or less apart.

It is the resident's responsibility to notify management of any window problems or if window stops need to be replaced. Please contact us at (540)835-5084 if you have any questions or concerns about window stops, window safety or additional window protection.

### KEYS AND KEY RELEASE

At Move-in, you will receive keys to provide access to your home and mailbox. By accepting these access devices, you agree to use them only for your personal use and will not allow anyone else to use these devices. You understand that any duplicate keys must be made by management, and that all keys or entry devices issued must be returned at move-out. You cannot change the entry locks or otherwise deny us access to the apartment. If keys or entry devices are not returned or lost, a replacement charge will be assessed for each item. If key or entry device is lost or stolen, you should notify us immediately.

If you wish for us to release a key to your apartment to anyone not listed on your Lease, you must let the management office know in writing. You must inform all person(s) listed on the key release that we will require valid photo identification prior to releasing any key or allowing access. We are not liable for unreturned keys or any damages to you, your roommates or your guests for injury, damage or loss to person or property caused by criminal conduct of other persons including theft, burglary, assault, vandalism, or other crimes.

### FIRE SAFETY

Please call 911 if there is a fire or smoke. Disabling or tampering with a fire extinguisher, pull stations or smoke detector is a violation of the law and may lead to fines and possible early termination of your Lease. Prevention is your best insurance against fire. We recommend that you follow these simple safety precautions in your apartment to prevent fires:

- Let cooking grease cool and pour into a metal can. Never pour hot grease into a plastic container.
- Do not put water on a grease fire. Call 911 immediately.  
Do not let grease or oil cook on the stove unattended.
- Do not leave food cooking on stove or in oven unattended.

- Properly dispose of all lighted tobacco products in appropriate metal containers. Ensure all lighted tobacco products are out before leaving them unattended.
- Avoid cooking while intoxicated, taking medication or when sleepy.
- Use an empty metal container to dispose of hot ashes from an ashtray. Never dispose of ashes at or around patios or shrubs or in a garbage can.
- Test smoke detectors monthly to make sure they are working.
- Do not store gas-operated tools or vehicles (motorcycles or scooters) inside the apartment or under stairwells, breezeways, patios or balconies.
- Do not burn candles of any kind. Do not overload outlets or circuits.
- If there is a fire, do not rush out of your apartment into the hallway or breezeway. First, feel the door. If it is hot, use another way out. If the door is cool, leave by the nearest exit. If your planned escape route becomes smokey, get down on your hands and knees and crawl – smoke rises, so the cleanest air is near the floor. If you cannot escape your apartment, stuff wet towels, sheets and clothes around the door and vents to keep smoke out. Call 911 and give them your exact location. If no smoke is coming into the room, slightly open a window. Stay low and wave a bright cloth, towel, or sheet out a window to signal your location.

### **FREEZING WEATHER**

If freezing weather is expected and you are going to be away from your apartment for an extended period, please leave the thermostat set to “auto” and at a minimum of 60 degrees. These precautions are essential to avoid substantial damage to your apartment and personal belongings from broken pipes. If you fail to take these precautions, you may be liable for damages to your apartment and any other affected areas.

When snow is forecasted, please park your vehicle a few inches back from the curb to facilitate plowing and prevent damages to vehicles as sidewalks are cleared. Residents are responsible for clearing snow away from their own vehicles. Please do not dump snow onto sidewalks or walkway areas.

### **SMOKE DETECTORS**

You are responsible for making sure that your smoke detector stays in good working condition during your occupancy of the premises. Smoke detector alarms are installed to give you early warning of dangerous smoke. Your smoke alarm is equipped with a back-up battery. If a back-up battery should fail during your occupancy, you should replace the 9-volt battery or if you need further assistance, please notify the leasing office immediately.

Please be advised that if this battery is removed from your smoke alarm at any time during your residency, or if the battery is missing at the time of your move-out inspection, you will be billed for the replacement of the battery. Please test your smoke detector periodically to assure it is working properly. This is for your own safety and that of your neighbors in the unlikely event of a fire. Do not disconnect your smoke detector. You could be held liable for unhooking it during your residency.

Please help us utilize this safety feature to its maximum potential by always keeping it in good working order. We appreciate your cooperation.

**FIRE ALARMS:** In the event of a fire, pull the fire alarms located in the breezeways of each building. **This alarm does not automatically call the fire department so you will need to call 911.**

### **MOLD AND MILDEW PROTECTION**

It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally

occurring mold by taking the following precautions:

- Do not overfill closets or storage areas. Ventilation is important in these spaces.
- Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period.
- Report any evidence of a water leak or excessive moisture in your apartment storage room, or any common area immediately.
- Report any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- Report any failure or malfunction with your heating, ventilation, air-conditioning system, or laundry system. As your lease provides, do not block or cover any of the heating, ventilation or air-conditioning ducts in your apartment.
- Report any inoperable windows or doors.
- Report any musty odors and leaks to management immediately. We will check the area and clean as needed. If you choose to have your room/apartment tested for mold, it is the resident's responsibility to order an inspection which should be performed by a licensed air quality/mold identification specialist, not a contractor that completes mold work. If a **high count** (Every dwelling has small reading of moisture and mold) of mold is identified and a report of the findings is shared with Sunchase management, the resident will be reimbursed for the inspection for an amount not to exceed \$400.00. A list of recognized professional air quality inspection service providers that service our area can be provided to a resident on request. It is not the responsibility of management to order mold testing.

It is necessary for you to provide proper climate control, keep your apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in your apartment. Please report: (1) any evidence of a water leak or excessive moisture in the apartment, as well as in any storage room, or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation or air conditioning system in the apartment; and (4) any inoperable doors or windows. Leaving A/C at least 76 degrees during the summer months, even if you are not there.

### PEST CONTROL

We provide a preventative extermination program in which your apartment will be treated routinely in order to keep pests out of your home. Routine service breaks the pest development cycle and provides you with protection from pests as well as those that may migrate from your neighbor's property. As we treat on a regular basis, we renew the barrier around your home to protect your family from the annoying pests that may come into your home. Our efforts are most effective when our residents adhere to the following guidelines:

- It is the residents' responsibility to report all pest issues to management.
- Dirty dishes must be washed or at least rinsed off so that no food is left in the sink.
- Bags, boxes, and newspapers should not be kept in the kitchen. All these things provide hiding places for pests that are almost impossible to penetrate with chemicals.
- Grease gobbles up pesticides. If a surface is greasy, it not only provides food for pests, but also absorbs any pesticide before any pest can contact it. Get rid of any grease. Clean with soap and water each time you fry any food.
- Store seldom used items in another room. Pests like to stay where they are not disturbed. Check cabinets that you rarely use.
- Repair any plumbing leaks. That dripping water in the sink or tub provides an ideal humid

- environment that pests love. They also must drink water to survive.
- If you have a pet, make sure the food is put away at night and stored in a sealed container.

The important thing to remember is that pests need food, water, and shelter to survive. By controlling these things in your home, you will be making it more difficult for pests to survive.

## Your Options

### TENANT LEGAL LIABILITY INSURANCE

As described in Paragraph 24 of your Lease Agreement, you are required to secure and maintain a minimum of \$50,000 Tenant Legal Liability Insurance for damages to the Landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, and falling objects.

We offer this coverage for \$13.75 per month per tenant. All occupants of the apartment over the age of 18 must have coverage and be listed on your insurance declaration page. Please note this insurance does not cover your personal property or belongings.

If you prefer, you can purchase your own liability insurance through your preferred provider. Some homeowner's policies cover a student renting an apartment. You must provide proof of this coverage to the leasing office.

Please provide the declaration page at move-in if you choose to use your own insurance provider. The declaration page should include the following:

- Primary Resident is listed as Named Insured/Additional Insured
- Your Sunchase Address is listed as primary or additional location of coverage
- Minimum \$50,000 in liability coverage
- Our community listed as Certificate Holder, Interested Party, or Landlord/Mortgagee. This designation should read:

Sunchase Apartments  
1941 Sunchase Drive  
Harrisonburg, VA 22801

### PETS

We are a pet friendly community and strive to create a community that welcomes everyone and ensures a pet-responsible environment. We use a pet application service that is simple and secure while storing your pet's information in one place. To begin the process, please go to [www.petscreening.com](http://www.petscreening.com). Pricing for this service is a onetime \$20 for an individual Pet Profile and \$15 for each additional Pet. This is in addition to the monthly pet rent and pet fee. There is no charge (\$0) for an Assistance Animal Accommodation Request.

A maximum of two (2) pets are allowed per apartment on a first come first served basis. You must obtain the Landlord's approval by signing a pet addendum, prior to obtaining a pet. We require a Pet Addendum for dogs, cats, and rabbits.

Management reserves the right to approve or deny approval to any resident's request to house a pet. Due to individual living preferences, it is important that you discuss your plans to obtain a pet with your roommates in

advance. The general pet guidelines are as follows:

Certain breeds of dogs are NOT permitted on the premises:

- Pit-bull/Pit Bull Terriers, Staffordshire Terriers Rottweilers
- Doberman Pinschers Chow Chows
- Wolf – hybrids Alaskan Malamute
- Presna Canarios, Canary Dog (different name same breed) Cane Corso

We do not require a pet addendum for caged/enclosed animals such as: fish, birds, hamsters, gerbils, guinea pigs, etc.; however, the Pet Approval/Objection Form is required before you bring these animals onto property. All these types of animals must be housed in a pet specific container. Furthermore, residents understand that they are responsible for any damage caused by any animal whether approved by management or not.

In signing a Pet Addendum (required for dogs, cats and rabbits), resident must agree to the following:

- Resident agrees to pay Landlord a one-time deposit of \$150.00 at the signing of this lease addendum. This acts as an additional security deposit for pet related damage. In the event of other damages or unpaid rent/fines/fees, landlord reserves the right to apply the Pet Deposit towards those charges on the resident's account.
- Resident agrees to pay Landlord an additional pet rent of \$25.00 PER MONTH + rent for the privilege of keeping domestic pets on the premises. Pet rent does not cover the cost to repair any damages caused by the pet. The fee will not be refunded to the resident at any time.
- **Unregistered pets (not registered through the office) will result in a \$500 fine** to the resident in addition to paying the fees/deposit as stated, and sign the Pet Addendum, or remove the pet from the premises.
- No more than 2 pets are allowed in any apartment.
- No aggressive-breed dogs, reptiles, or ferrets are allowed at Sunchase. Management reserves the right to turn away animals based on behavior.
- Puppies under 1 year of age are not permitted but will be considered for approval under the discretion of management and are subject to additional fees.
- Resident agrees to take full and complete responsibility for the behavior and actions of the pet.
- Resident agrees to promptly comply with the policies and procedures herein set forth and such amendments thereto as Landlord may deem necessary or appropriate.
- In the event the Resident violates any of the policies and procedures, Resident must remove the pet within 21 days of the written notice from Landlord or the lease will be terminated 30 days after the written notice.
- Resident (Owner) shall comply with all state and local regulations as to licensing, inoculation, etc.
- Dogs shall not be permitted outside the premises except when attended by the Resident and on a leash. Dogs may only be unleashed in the Bark Park (located between 1940 and 1948). Noise or barking shall not be permitted, and such noise or barking shall constitute a justifiable complaint as stated in the original above Lease Agreement.
- Cleanup of dog feces is the Resident's (Owner's) responsibility. Failure to clean up after one's pet may result in a charge of \$50.00 per incident and billed to the Resident's (Owner's) account.
- Pets are required to wear identification tags at all times, on which the owner's name and phone number/address should be listed.
- A color photograph of the pet must be submitted to management.
- Pets are not permitted in the clubhouse, fitness center, or pool. However, we love your pets to visit

the office.

- **Pets are not permitted to stay overnight or for any period without completion of the pet addendum, paying the \$150 pet deposit (to be retained until the end of the lease agreement), and paying the \$25/month pet fee.**
- Fish tanks cannot exceed a total volume of 20 gallons.

*For the governing Rules and Regulations related to Pets, please see the Pet Addendum, which you will be asked to sign and to date if you intend to have a pet in your apartment unit.*

## **WATERBEDS / AQUARIUMS**

Due to the potential for extensive water damage and because of the enormous weight of waterbeds and aquariums over 20 gallons are not permitted.

## **RENEWALS**

When a change of resident(s) occurs, the front door locks will be changed for that apartment. This is done each time someone moves out of an apartment for the safety of current residents. Typically, a notice will be placed on the apartment door one business day before the locks will be changed, and residents should come to the Sunchase office to obtain their new key. Proper identification will be required for security purposes. Most locks will be changed in the summer, as this is our heaviest turnover period. As stated in the lease, residents must notify management if taking a vacation or leaving town for more than seven days.

**Important:** If you know that someone will be moving out while you are out of town, and it is likely that you will be returning after locks have been changed AND after office hours, please contact the office prior to your return to make arrangements for obtaining your new key.

If you have renewed your lease with Sunchase, please adhere to the following policies:

- I do hereby agree to the following policies regarding the shared-leased premises and common area:  
Inspection of the Premises: Sunchase Apartments will inspect the premises when the vacating co-resident(s) current lease expires, and it will be inspected upon such time as the tenancy is terminated and upon delivery of possession of the Premises to Sunchase Apartments.
- Charge to Deposit: Any renewing resident may be responsible for the pro-rata share of the cost to repair any damages to the shared premises.
- Timing of Inspection: Sunchase Apartments will retain the full amount of the security deposit until the expiration of the renewal lease, and any subsequent renewal leases, and until termination of tenancy and delivery of possession of the Premises is granted to or recovered by Sunchase Apartments.
- Monthly rent installments are payable by the first day of the month, even though your renewal lease may start in the middle of the month. In the event a monthly payment is received on or after the 6th of the month, Resident agrees to pay the late/legal fees.
- Lease Terms: Landlord hereby leases to Resident, and Resident hereby rents and hires from Landlord, upon the terms and conditions herein set forth, the Bedroom, Bathroom, and the Shared - Leased Premises, both as defined herein and sometimes referred to collectively as the "premises", for the term commencing at noon on (see renewal contract) and ending on (see renewal contract).

## **LEASE TAKEOVERS, SUBLEASES AND TRANSFERS**

There are options available to you if you wish to vacate your apartment early or do not wish to occupy your apartment for your signed lease period. In any circumstance, the tenant will be required to find their own takeover or sublease tenant. The tenant is not released from any financial or legal obligations until the takeover



or sublease paperwork is completed by all parties and approved by the Property Manager. There are specific fees associated with takeover and sublease procedures due before paperwork approval and completion. Any resident that has an unauthorized/unapproved Sublease or Takeover occupying their room will result in a fine of either one month's market rent on the room or \$500.00, whichever is greater. That unauthorized occupant must then vacate the premises immediately. Please contact the Leasing Office for more information on Lease Takeovers or Subleases.

### **TRANSFERS**

A transfer will be done in any situation in which the current resident needs to move from one room to another, whether within the same apartment or to an entirely new apartment. Transfer approval is based on availability and is at the discretion of management. A transfer will not be approved if the available room is being re-rented by another resident. Transfers can only be performed on an apartment that is being leased by Sunchase and not a resident.

A current resident wishing to move to another room/apartment will be required to pay a new deposit and restoration fee in addition to a transfer fee and will be required at the time the transfer is requested. If a replacement is found for the original apartment this fee may be waived.

A future resident (pre-leased) can move to an available room at no additional cost. Transfers within the property will be considered under certain circumstances, however deposits can't be transferred and there may be fees charged. Please contact the Management Office for details.

### **OVERNIGHT GUEST(S)**

Any guest(s) staying longer than 48 hours must be registered with the office and consent obtained by all co-residents in your apartment. No guest(s) will be permitted to stay more than three (3) consecutive nights within a ten (10) day period or fifteen (15) total days in a sixty (60) day period. Any resident found in violation of this policy or found with an illegal or unauthorized occupant will be considered in default under section 21 of the Lease Agreement.

## **Your Departure**

To help ensure that your move goes smoothly, our management team has assembled the following guidelines. If you have any questions about the information in this guide, please do not hesitate to call us.

### **SECURITY DEPOSIT**

We strive to return your entire deposit without deductions and want you to understand the type of repairs that you may be deducted from your deposit or applied to your account. At the end of your lease, you will be asked to fill out a Move Out Form when returning your keys which will provide us with a forwarding address, this will ensure you receive your security deposit refund in a timely manner. Sunchase will not accept any responsibility for a delay in a Security Deposit refund due to an improperly filled out Move-Out Form.

Damages charged to your security deposit include, but are not limited to:

- Holes in walls or damage more than normal wear and tear, including, but not limited to, damage resulting from adhesives, nail holes, masking tape, hooks etc.
- Missing or damaged screens.
- Damage to doors, windows, and screen doors. Carpet stains, rips, burns, and tears or replacement

- Stains, cuts, scratches, rips, tears, missing cushions or broken parts to furniture, box spring or mattresses.
- Missing furniture from this list: Common Area Furniture:
  - 1 Entertainment Center
  - 1 Sectional Sofa
  - 1 End Table
  - 1 Dining Table and 4 Chairs
  - 1 Coffee Table
- Each bedroom:
  - 1 Chest with Drawers
  - 1 Mattress & Bed Frame
  - 1 Nightstand
  - 1 Desk
  - 1 Desk Chair
  - No keys returned.

### VACATING GUIDELINES

Upon termination of the lease, Residents shall completely vacate the premises, including the removal of all personal property, trash, and any furniture brought in by the resident. Upon termination of the lease, Residents shall completely vacate the premises, including the removal of all personal property, trash and furniture. All keys, including front door key, bedroom door key, mailbox, and clubhouse/exercise room fob key, and pool/activity band must be returned to the Leasing Office at 1941 Sunchase Drive. **ALL LEASES END AT NOON ON THE LEASE EXPIRATION DATE.**

Before the moving day arrives, remember to notify the following:

- Management office of forwarding address (By completing the Move Out Form)
- Post Office to fill out a mail forwarding form. Sunchase is unable to forward any mail
- All magazine and newspaper publishers Insurance Company
- Bank Employer
- The DMV
- Delete all rent auto payments through Paylease

Each resident, upon returning their keys, relinquishes all rights and privileges granted under the lease and returns possession to the landlord for all purposes. These rights include but are not limited to parking, use of the swimming pool and clubhouse, and right of entry into the apartment.

The landlord may assume that the condition of the apartment at that time is the condition in which the resident intended to leave it. If all keys have not been returned by noon of the lease expiration date, and the apartment has been vacated, possession of the premises will return to the landlord, and charges for replacing the keys will become the resident's responsibility.

No right of storage is given to residents after the lease agreement ends and landlord has no duty to protect the resident's possessions against loss. Residents will be charged for all costs to remove or dispose of abandoned trash and/or property once the lease has ended. Any abandoned property will be handled in accordance with the Virginia Residential Landlord and Tenant Act, Section 55-248 38.1. Please see your property manager for more specific details of this procedure.

Before departure, the resident shall turn over to the landlord the premises, all its fixtures and equipment in

good and substantial repair, thoroughly cleaned, and in sanitary condition, reasonable wear and tear excepted. All furniture must be returned to the designated room and location outlined on the preceding page. Resident may request to be present at the time the landlord inspects the premises to verify the condition of the premises and its contents. Residents shall prepare their apartment for inspection according to the cleaning guidelines that follow this section of the handbook.

We strongly suggest that you request a n in-person move-out inspection. Move out inspections are done Monday through Friday 9 am to 4 pm. Please contact the Management Office five days in advance to schedule an appointment. No weekend inspections can be completed.

### **CLEANING GUIDELINES**

Management reserves the right to assess the quality of the work the resident has done, or contracted professionally, at move-out; and deductions may occur as a result of poor cleaning or other work performed by the resident for move-out.

#### Residents Responsibility

- Vacuum all floors
- Dust furniture
- Clean countertops and cabinets
- Wipe down appliance's including washer and dryer
- Remove any food and grease from the stove and oven
- Wipe down bathroom sink, toilet, and shower
- Remove ALL trash and personal belongings

#### Restoration Fee does not include:

- Carpet stains or excessive damage, beyond regular steam cleaning
- Excessive cleaning
- Repairing pet damage
- More than one coat of paint
- Wall damage bigger than a dime
- Scratches on plank flooring
- Ripped and stained mattresses
- Removing trash, debris, or personal items
- Repairing or replacing damaged fixtures including but not limited to mini-blinds, window screens, doors, faucets, sinks, lights, cabinets, tile, countertops, and railings

#### The non-refundable restoration fee pays for the following:

- Steam clean carpets
- Touch up painting (one coat only)
- Clean appliances
- Three light bulb replacements
- Clean bedroom windows and blinds
- Sweep clean balcony
- Replacement of miscellaneous items such as stove drip pans, electrical covers, door stops, and up to 5 Vertical Blind slats

As all units are painted with rollers and brushes instead of sprayers. This is more labor intensive but does provide a higher quality finish and look. Due to this, if the resident(s) have a custom painted wall and do not paint a full and thorough primer coat over the wall, they are subject to substantial additional paint fees. The nonrefundable restoration fee only covers one coat of paint. Any additional labor by the painters is charged back to the resident(s) in full.

Any extensive drywall damage caused by the resident or their relatives and guests (i.e., fist sized or larger holes, completely damaged sections) will be repaired by an outside contractor at resident expense.

We have outlined for you the charges that may be deducted from your security deposit if repairs are necessary. We hope that this information will be helpful to you. The items listed below are not all-inclusive and prices are subject to change. Please contact the office for a full list of charge back prices.

#### REPAIR

General maintenance:	\$50/hour plus materials (\$50 minimum)
Dry wall repairs:	\$50/hour plus materials (\$50 minimum)

#### REPLACEMENT

Screens:	\$50/hour plus materials (\$50 minimum)
Glass windows/doors:	\$50/hour plus materials (\$50 minimum) or full contractor invoice
Interior doors/trim:	\$150 plus labor
Flooring:	Full contractor invoice minus depreciation/if applicable
Bedding/Sofa set:	Full contractor invoice minus depreciation/if applicable



#### POOL USAGE

Covenant and agree that he/she will release and will indemnify and will hold harmless, and its heirs, assigns, executors, administrators, affiliates, employees, insurers, adjusters, attorneys, representatives, owners, predecessors in interest, successors in interest, subsidiaries, parents, policyholders, officers, directors, agents, management, stockholders and/or associates, both individually and/or collectively, from any and all claims, debts, demands, damages, charges, actions, causes of action, costs, expenses, and/or liability, whether known or unknown, whether in law or in equity, whether existing as of this date or relating in any way to the use of the pool and/or pool area, and from any and all claims and/or liens of Medicare, Medicaid, the Commonwealth of Virginia, or any provider, insurer, third-party payer, employer, worker's compensation insurer, attorney, or any other entity for services or treatment rendered or payments or benefits provided to or on behalf of Resident for or because of any alleged claims, losses, or damages, as allegedly suffered or incurred as a result of Resident's use of the pool and/or pool area.

Resident further understands and agrees that pool attendants may not be present during hours of operation of the pool, and that, always, use of the pool and the pool area is AT YOUR OWN RISK. Furthermore, Resident understands and acknowledges that the pool attendants will only be responsible for cleaning the pool area, checking chemical levels in the pool, and monitoring unauthorized usage of the pool and pool area. Resident understands and acknowledges that the presence of the pool attendants shall in no way constitute nor shall it be construed as a guarantee, an assurance, or even an implication of safety for those individuals using the pool

or the pool area; it being expressly understood and acknowledged that such safety shall be the sole and exclusive responsibility of Resident or of the individual using the pool or the pool area. allegedly suffered or incurred because of Resident's use of the pool and/or the pool area.

### **FITNESS CENTER**

Your usage of the Sunchase Fitness Center constitutes your agreement with the following terms and conditions of the exercise equipment and any other areas designated for exercise by Sunchase Apartments at 1941 Sunchase Drive, Harrisonburg, VA 28801.

As a Sunchase resident, you understand that you will comply with the guidelines contained in the Sunchase's Policies and Procedures Handbook. You further understand that use of the equipment in the Fitness Center is at your own risk, and no attendants or supervision of any kind is provided.

You also agree to release, hold harmless, and indemnify Owner and Owner's representatives from and against all claims, demands, costs, expenses (including attorney's fees), and cause for any action arising out of or in the any manner relating to any personal property damage, death, injury, or loss suffered or sustained by you, other than the Owner or Owner's representatives' gross negligence of willful misconduct.

### **OCCUPANCY STANDARDS**

- Four Bedroom - occupants unrelated - 1 person per bedroom / Maximum of 4 people Four Bedroom –
- Occupants related - 2 people per bedroom/ Maximum of 6 people

## LANDLORD REQUIRED LEGAL LIABILITY INSURANCE STATEMENT OF DISCLOSURE

LANDLORD REQUIRED LEGAL LIABILITY INSURANCE STATEMENT OF DISCLOSURE	
<b>NAMED INSURED:</b>	<b>INSURER:</b>
Management Services Corporation 102 S. First Street, Suite 301; P.O. Box 5306 Charlottesville, VA 22905	James River Insurance Company Ltd. Butterfield Bank Building (6th Floor) 65 Front Street Hamilton HM 12
<b>ADDITIONAL INSURED:</b>	
Those Tenants reported by the Landlord with payment of the monthly premium shall be an Additional Insured during such monthly Coverage Period	
<b>POLICY PERIOD:</b>	<b>POLICY NUMBER</b>
November 1, 2019 until cancelled by Insurer or Named Insured	PKG1891118
<b>RESIDENCE PREMISES:</b>	<b>LIMITS OF LIABILITY:</b>
Scheduled apartment units owned or managed by the Landlord	\$50,000 Legal Liability for damage to Landlord's property
<b>RESIDENCE PREMISES COVERAGE PERIOD:</b>	
Effective Date: Later of lease inception or first day of Reporting Month. Expiration Date: Earlier of lease expiration, last day of Reporting Month or as waived from coverage by Named Insured.	
<b>RESIDENCE PREMISES LIABILITY PREMIUM:</b>	
\$12.00 per resident payable monthly (inclusive of state surplus lines premium tax)	
<b>CLAIM REPORTING</b>	
James A. Scott & Son, Inc. 1301 Old Graves Mill Road, Lynchburg, VA 24502, Toll Free: (800)365-0101, E-mail: dludwig@scottins.com.	

**PLEASE READ CAREFULLY:** This is a summary of the terms of coverage purchased by the Landlord (property owner or manager). This document is informational only and does not convey any additional rights or benefits beyond that extended by the insurance policy. The policy provides coverage to the Landlord for "property damage" to an "insured location" by the "tenant". This coverage meets the minimum "tenant" liability insurance requirements of a residential lease agreement. Coverage is narrower than the liability coverage afforded to a "tenant" by a renter's insurance policy. The "tenant" is an Additional Insured under this policy only during such months that the premium has been remitted to the Insurer.

**AGREEMENT:** The Insurer will provide the insurance described in the above referenced policy in return for the payment of the premium by the Named Insured and compliance with all provisions of the policy applicable to the Named Insured, Landlord and the "tenant" respectively.

**DEFINITIONS:** A. Insurer means the insurance company shown above that is providing the insurance. B. In addition, certain words and phrases are defined as follows: (1.) "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that result. (2.) "Business" means: (a.) A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or (b.) Any other activity engaged in for money or other compensation, except the following: (i.) One or more activities, not described in (ii.) through (iv.) below, for which no person receives more than \$600 in total compensation for the 12 months before the date of loss; (ii.) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity; (iii.) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or (iv.) The rendering of home day care services to a relative of the "tenant". (3.) "Tenant" means: (a.) the "tenant" and residents of the "tenant's" household who are: (i.) the "tenant's" relatives; or (ii.) Other persons under the age of 21 and in the care of any person named above; or (b.) "residence employee" in the course of their employment while on the "insured location". When the word "the" or "a" immediately precedes the word "tenant", the words the "tenant" or "a tenant" together mean one or more "tenants". (4.) "Insured location" means: (a.) the "residence premises"; and (b.) the part of other premises, structures and grounds contained within continuous common grounds owned or operated by the Landlord and used by the "tenant" as a residence. (5.) "Occurrence" means an accident on the "insured location", including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the Coverage Period, in "property damage" to the "insured location". (6.) "Property damage" means physical injury to, destruction of, or loss of use of any part of the "insured location" caused by fire, smoke, explosion, water damage, backup or overflow of sewer, drain or sump. (7.) "Residence employee" means an employee of the "tenant", or an employee leased to the "tenant" by a labor leasing firm, under an agreement between the "tenant" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services. A "residence employee" does not include a temporary employee who is furnished to the "tenant" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions. (8.) "Residence premises" means the residential dwelling unit where the "tenant" resides, and which is specifically scheduled to this policy as a "residence premises". (9.) "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**LIABILITY COVERAGES: Property Damage Liability to Landlord's Property** If a claim is made or a suit is brought against the "tenant" for damages because of "property damage" caused by an "occurrence" to the "insured location" to which this coverage applies, Insurer will: (1.) Pay up to the Limit of Liability for the damages for which the "tenant" is legally liable. Damages include prejudgment interest awarded against the "tenant"; and (2.) Provide a defense at Insurer's expense by counsel of Insurer's choice, even if the suit is groundless, false or fraudulent. Insurer may investigate and settle any claim or suit that Insurer decides is appropriate. Insurer's duty to settle or defend ends when the Limit of Liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

**EXCLUSIONS:** A. "Vehicle Liability": "Property damage" arising from the ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or motor vehicles. B. **Expected Or Intended Damage:** "Property damage" which is expected or intended by a "tenant" who is 13 years of age or older even if the resulting "property damage" is of a different kind, quality or degree than initially expected or intended. C. "**Business**": "Property damage" arising out of or in connection with a business conducted or engaged in by the "tenant", whether or not the "business" is owned or operated by the "tenant" or employs the "tenant". This Exclusion C. applies, but is not limited to, an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business". D. "**Bodily Injury**" liability or medical expense payments to any person. E. **War:** "Property damage" caused directly or indirectly by war, including the following and any consequence of any of the following: (1.) Undeclared war, civil war, insurrection, rebellion or revolution; (2.) Warlike act by a military force or military personnel; or (3.) Destruction, seizure or use for a military purpose. Discharge of any nuclear, biological or chemical agent or weapon will be deemed a warlike act even if accidental. F. **Controlled**

**GENERAL CONDITIONS:** A. **Tenant is not a Named Insured:** The "tenant" is not a Named Insured under the policy. The "tenant" is only an Additional Insured. Further, to qualify as an Additional Insured, all premiums must have been paid for the Coverage Period for such "tenant" and "residence premises". B. **Cancellation:** The Named Insured or the Insurer may cancel the policy at any time. Upon cancellation, all coverage shall immediately cease for all "tenants". Upon termination or expiration of the lease agreement between the Landlord and the "tenant" for use of the "residence premises", all coverage under the policy shall immediately cease for such "tenant" without notice to the "tenant". Unearned premium (if any) will be refunded to the Named Insured in accordance with the terms of the policy. In the event of nonpayment of premium for any individual "residence premises", the Insurer may, at their option, deny coverage for such "residence premises" and/or monthly reporting period and the same shall not constitute cancellation of this policy. C. **Named Insured's Duty to Notify Tenants:** Insurer has no duty to notify the "tenant" of cancellation or non-renewal of the policy. The Named Insured shall notify all "tenants" of cancellation or non-renewal of the policy. D. **Assignment:** Assignment of the policy will not be valid unless Insurer gives written consent. E. **Subrogation:** Insurer may require an assignment of rights of recovery for a loss to the extent that payment is made by them. If an assignment is sought, the "tenant" must sign and deliver all related papers and cooperate with the Insurer. F. **Death:** If a "tenant" dies, Insurer shall insure the legal representative of the deceased but only with respect to the "residence premises" of the deceased covered under the policy at the time of death. G. **Waiver Or Change Of Policy Provisions:** A waiver or change of a provision of the policy must be done in writing by Insurer to be valid. Insurer's request for an examination or a request by either party for an appraisal will not waive any of Insurer's rights. H. **Premium Reporting and Remittance:** All premiums are payable by the Named Insured. Coverage for any individual "residence premises" and the occupying "tenants" will not be effective unless Insurer receives the Reporting Schedule and the appropriate premium has been paid for such "residence premises". Coverage may not be backdated prior to the later of the first day of the current Reporting Month or the inception date of the lease agreement without Insurer's written approval. Failure by the Named Insured to report a "residence premises" shall be evidence that the Named Insured has waived coverage for such "residence premises" and occupying "tenants". Nonpayment of premium for any individual "residence premises" shall be evidence that the Named Insured has waived coverage for such "residence premises". If subsequent payment is tendered, Insurer shall have the right but not the obligation to accept payment and extend coverage for such "residence premises". If the "tenant" obtains other satisfactory insurance in compliance with the terms of the lease agreement, coverage for the residence premises shall be automatically cancelled to such date with a return of any unearned premium.

**NOT RENTERS INSURANCE:** The insurance policy obtained by the Named Insured is not "tenant" renter's insurance. It does NOT provide coverage for the tenant's personal property (contents), "bodily injury or "property damage" liability.

**REPORTING A CLAIM:** Claims or incidents giving rise to a claim shall be reported to the Insurer at the address shown on the first page of this document.

**Substances:** "Property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to methamphetamine, cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician. G. **"Pollutants", Asbestos, Lead and Silicon:** "Property damage" arising out of the presence, dispersal, release, ingestion, inhalation, absorption, contact with, exposure to, or failure to warn of the presence of: "pollutants", lead, asbestos, silicon or anything containing such material or substance. In addition, Insurer will not pay cost or expense to abate, mitigate, remediate, contain, remove or dispose of any of these substances. H. **"Fungi" and Bacteria:** (1.) "Property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, growth or spread of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such damage, (2.) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity. I. **"Property Damage" Liability:** This policy does not apply to: (1.) Liability: (a.) For any loss assessment charged against the "tenant" as a member of an association, corporation or community of property owners; (b.) Under any contract or agreement entered into by the "tenant". However, this exclusion does not apply to written contracts: (i.) That exclusively relate to the ownership, maintenance or use of the "residence premises"; and (ii.) Where the contract or agreement was executed by the "tenant" prior to an "occurrence", unless excluded in a. above or elsewhere in the policy; (2.) "Property damage" to property owned by any "tenant". This includes costs or expenses incurred by the "tenant" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location"; (3.) "Property damage" to property rented to, occupied or used by or in the care of the "tenant" other than the "insured location"; (4.) Loss of rental income, rental value or business income.

**ADDITIONAL COVERAGES:** Insurer will cover the following in addition to the Limits of Liability: A. **Claim Expenses:** Insurer pays: (1.) Expenses Insurer incurs and costs taxed against the "tenant" in any suit Insurer defends; (2.) Premiums on bonds required in a suit Insurer defends, but not for bond amounts more than the Limit of Liability. Insurer need not apply for or furnish any bond; (3.) reasonable expenses incurred by the "tenant" at Insurer's request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting Insurer in the investigation or defense of a claim or suit; and (4.) Interest on the entire judgment which accrues after entry of the judgment and before Insurer pays or tenders, or deposits in court that part of the judgment which does not exceed the Limit of Liability that applies. B. **Replacement Cost Damage To Property:** Unless "Replacement Cost" is specifically indicated in the Declarations, Insurer will only pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage".

**LIABILITY CONDITIONS:** A. **Limit Of Liability:** Insurer's total liability for all damages resulting from any one "occurrence" will not be more than \$100,000 or the Limit of Liability shown in the policy. This limit is the same regardless of the number of claims made. All "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence". B. **Severability Of Insurance:** Coverage applies separately to each "residence premises" tenant household. This condition will not increase the Limit of Liability for any one "occurrence". C. **Duties After "Occurrence":** In case of an "occurrence", the "tenant" will perform the following duties that apply. Insurer has no duty to provide coverage under the policy if the "tenants" failure to comply with the following duties is prejudicial to Insurer. The "tenant" will help Insurer by seeing that these duties are performed: (1.) Give written notice to Insurer or their agent as soon as is practical, which sets forth: (a.) The identity of the policy and the "named insured" shown in the policy; (b.) Reasonably available information on the time, place and circumstances of the "occurrence"; and (c.) Names and addresses of any claimants and witnesses; (2.) Cooperate with Insurer in the investigation, settlement or defense of any claim or suit; (3.) Promptly forward to Insurer every notice, demand, summons or other process relating to the "occurrence"; (4.) At Insurer's request, help them: (a.) To make settlement; (b.) To enforce any right of contribution or indemnity against any person or organization who may be liable to the "tenant"; (c.) With the conduct of suits and attend hearings and trials; and (d.) To secure and give evidence and obtain the attendance of witnesses; (5.) No "tenant" shall, except at their own cost, voluntarily make payment, assume obligation or incur any expense. D. **Suit Against Insurer:** (1.) No action can be brought against Insurer unless there has been full compliance with all of the terms of this policy. (2.) No one will have the right to join Insurer as a party to any action against either the Named Insured or the "tenant". (3.) No action can be brought against Insurer until the obligation of the "tenant" has been determined by final judgment or agreement signed by Insurer. E. **Bankruptcy:** Bankruptcy or insolvency of the Named Insured or the "tenant" will not relieve Insurer of their obligations under the policy. F. **Other Insurance:** Coverage under this policy is excess over other valid and collectible "tenant" insurance except insurance written specifically to cover as excess over the Limit of Liability that applies in the policy. G. **Coverage Period:** Coverage under the policy applies only to "property damage" which occurs during a valid Coverage Period. The Coverage Period for each eligible "residence premises" shall commence upon the later of: (1.) the policy Effective Date; or (2.) the inception date of the lease agreement between the "tenant" and the Landlord for utilizing the "residence premises"; or (3.) such later Coverage Effective Date as reported by the Named Insured. The Coverage Period shall cease upon the earlier of: (1.) the policy cancellation or Expiration Date; or (2.) the termination or expiration date of the lease agreement between the "tenant" and the Landlord for utilizing the "residence premises"; or (3.) such earlier Coverage Expiration Date as reported by the Named Insured; or (4.) such other cancellation date as precipitated by non-payment of premium or other valid reasons. H. **Concealment Or Fraud:** Insurer does not provide coverage to a "tenant" who, whether before or after a loss, has: (1.) intentionally concealed or misrepresented any material fact or circumstance; (2.) engaged in fraudulent conduct; or (3.) made false statements, relating to any claim or the insurance coverage provided under the insurance policy.

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