

15. Tenant shall be charged for any repairs and replacement of including, but not limited to, windows, glass, and screens when damaged or broken during occupancy. Repairs plus material will be charged to Tenant.
16. Per Section 55-248.27 of Virginia law, Tenant can neither withhold rent for repairs, nor can Tenant deduct the cost of repairs from rent.
17. Landlord shall not be held responsible for the loss of food from refrigerator or freezer breakdown, or from loss of power to refrigerator or freezer, and may not offer compensation for such event.
18. For the health and safety of the Premises, Tenant shall maintain and shall keep all fixtures and appliances in the Dwelling Unit in a clean and sanitary condition.
19. Please note that there are no doors to one of the closets in the apartment. A curtain rod has been installed for convenience. Feel free to add a curtain to cover the closet, as desired.

Flooring Care & Cleaning

20. Resilient vinyl plank faux wood flooring has been installed in the Dwelling Units in 2015 and 2016, please adhere to the following manufacturer's cleaning guidelines as to not damage the flooring:

FLOOR CARE & CLEANING DOs and DO NOTs

DOs

- **Sweep or vacuum regularly.**
- **Use cleaning products safe for vinyl planks.**
- **TEST cleaning products before use. Mineral spirits applied to a clean rag can be used for spot cleaning.**
- Use non-staining casters, floor protectors on chair and table legs to distribute furniture weight and protect against scratches and indentation damage. (Vinyl planks are scratch resistant, not scratch proof).
- Protect the vinyl plank floor against burns. Planks can be damaged by burns from a cigarette, matches, or other extremely hot items.
- Protect the floor from tracked-in dirt and grit particles by using natural-fiber mats at all outside entrances. Take the time to remove any imbedded grit particles from shoe soles before entering the room. Mats with rubber backings can cause permanent discoloration.
- Use caution with stiletto type high heels on the vinyl plank floor, these can cause permanent damage.
- Vinyl planks have good resistance to stains, not affected by most common household spills; however, any spill should be cleaned up immediately. The longer the spilled material is left on the floor, the greater the risk of permanently staining the floor.

DO NOTs

- DO NOT use paste wax or solvent-based polishes.
- DO NOT use abrasive cleansers or mop with soap-based detergents, these products can leave a sticky film on the floor.
- DO NOT track in tar or asphalt from driveways, as this can also discolor vinyl.
- DO NOT/avoid the use of rubber or latex-backed mats, as certain rubber compounds can permanently stain vinyl (Consult the mat manufacturer to determine if the backing is safe for vinyl planks).
- DO NOT expose/avoid exposure to direct sunlight for prolonged periods; this can result in tile discoloration. Excessive temperatures might cause tile expansion or edge curling. During peak sunlight hours, the use of drapes or blinds is recommended especially on patio doors, etc., that receive intense sunlight.

Toilet Care

21. **If Tenant notices that water to the toilet is constantly running, or notices water on the floor by the toilet, Tenant shall turn the water valve off to the left of the toilet and submit a maintenance request.**
22. **Tenant shall not use or place any in-toilet tank cleaners or tablets, such as bleach-chlorine tablets (i.e. 2000 Flushes, or the like), inside the tank of the toilet in the Dwelling Unit.** Furthermore, Tenant shall be responsible for the cost to repair damage to gaskets or seals, including any leaks, due to the use of such in-tank cleaners or tablets.

Bathtub Cleaning & Care

23. From 2013 to 2016 many of the bathtubs at King & Queen Apartments were professionally resurfaced and re-coated by Miracle Method, bringing them to virtually brand-new condition.

Before cleaning the bath tub, please review and follow the cleaning instructions below, per the resurfacing company, to avoid damaging the new coating material that was added during the resurfacing process.

- a. **DO NOT USE ANY ABRASIVE, GRITTY CLEANERS SUCH AS AJAX, COMET, ETC. (EITHER IN POWDER, GEL OR LIQUID FORM).**
- b. **Use only non-abrasive, liquid cleaners such as Formula 409, Lysol Tub/Tile Cleaner, or Scrubbing Bubbles on a refinished tub or shower.**
- c. **For best results, spray the surface and let it penetrate for 3-5 minutes before scrubbing with a plastic cleaning pad or brush designed for use on Teflon surfaces.**
- d. **Do not allow** any after-shower cleaners to remain on surface for any extended period.
- e. **Rinse thoroughly** and wipe the surface with a soft sponge or cloth.

General Drain Care

24. Tenant shall keep all waste pipes including kitchen sink, bathroom sink, bathtub, and toilet drains clear.
25. If maintenance is required to repair a clogged drain and maintenance finds the cause due to Tenant not maintaining

drains properly, Tenant may be assessed the cost of repair.

26. **Tenant shall not use any plumbing product such as "Drano" to clear drains or pipes as it may damage the pipes. If a maintenance contractor discovers that a chemical drain product such as "Drano" was used and damage was caused to the pipes from its use, Tenant may be subject to the cost of repair.**

Toilet Drain Care

27. **The only thing that is to be flushed down any toilet is water, human waste, or toilet paper.**
28. **DO NOT OVERLOAD A TOILET WITH TOO MUCH TOILET PAPER FOR ONE FLUSH. IT WILL CLOG.**
29. Each Dwelling Unit is issued a flange plunger at move-in. If Tenant's toilet becomes stopped up or clogged, Tenant shall plunge the toilet prior to requesting maintenance services.
30. If maintenance is requested and maintenance discovers the toilet is clogged due to Tenant's carelessness or neglect, the toilet will be unclogged, and Tenant shall be charged the cost to of repair.

Bathtub Drain Care

31. Each Dwelling Unit is issued a bathtub hair catcher at move-in to prevent hair or other debris from clogging the bathtub drain.
32. The bathtub hair catcher is installed in the bathtub drain at move-in. Tenant shall always use and keep the bathtub hair catcher that was issued in the bathtub drain to avoid hair or other debris from clogging the bathtub drain.
33. Tenant shall clean the bathtub hair catcher regularly.
34. If the bathtub hair catcher that was issued to Tenant becomes unusable or deteriorates from use, Tenant shall request a new one from Landlord by submitting an online Maintenance Request.

Kitchen Sink Drain Care

35. Each Dwelling Unit is issued a basket strainer for the kitchen sink drain. Tenant shall use the basket strainer when using the kitchen sink. Tenant may be assessed the cost of any repair associated with not using the basket strainer.
36. There is no garbage disposal installed under the kitchen sink in any Dwelling Units. Do not put any food, grease or solids of any kind down the kitchen sink drain.

Trash Disposal

37. Tenant shall dispose of all garbage, trash, debris, and recycling materials in the designated dumpster or recycling receptacle. See "Recycling Disposal" below for items that can and cannot be recycled.
38. Tenant shall remove all garbage, trash, and rubbish from the Dwelling Unit in a clean and safe manner. Trash must be wrapped or placed in plastic trash bags and tied before taking it to the dumpster.
39. Tenant shall not permit any garbage, trash or debris, including cigarette butts, to be disposed on or to be left outside of Dwelling Unit or on the Premises, parking area, porches, or walkways. Tenant is responsible for cleaning up any of these items that are not disposed of properly.
40. The dumpster is only to be used for ordinary trash, garbage, and rubbish from Tenant's Dwelling Unit.
41. No garbage, trash, debris, or furniture shall be placed outside of, or against, the dumpster.
42. **Tenant shall obey the "Dumpster Rules" displayed on dumpster.** The "Dumpster Rules" are:
- Tenant's use ONLY; violators will be prosecuted.
 - Digging or scavenging is prohibited.
 - Do not put trash against dumpster.
 - Please recycle; use recycling container.
 - Do not put empty cardboard boxes in dumpster; break down and put into recycling container.
 - Prohibited items in or next to dumpster:
 - No appliances, air-conditioners, vacuums, mattresses, box springs, furniture, rugs and carpet, auto batteries, rugs, oil, petroleum products, paint, flammable or toxic materials.
43. **Should there be a trash disposal violation, including but not limited to, Tenant disposing of prohibited items in dumpster, leaving prohibited items next to dumpster, or leaving trash or other items outside the Dwelling Unit, such items will be removed, and Tenant shall be charged the service fee for removal and proper disposal of such items.**
44. **Regular trash collection is on Thursdays.**

Recycling Disposal

45. **The recycling receptacle is only to be used for recyclable materials from Tenant's Dwelling Unit. Recyclable items are posted on the exterior of the recycling receptacle. Per Bay Disposal, these items include:**
- Cardboard and Paperboard Boxes (including cereal boxes without liners) **PLEASE BREAK DOWN ALL CARDBOARD BOXES.**
 - Newspaper (including all inserts), Magazines, Catalogs and Junk Mail
 - Brown Paper Bags (kraft)
 - Glass Bottles and Jars
 - File Folders
 - Post It Notes
 - Computer Printouts, Office Paper (white and colored, including typing, fax, copy, letterhead, NCR)
 - Envelopes (manila, regular & windowed)
 - Books (including paperbacks, textbooks, softbacks and telephone books)
 - Cartons and Aseptic packaging (such as milk and drink cartons)

- Tin/Steel Cans
- Empty Aerosol Cans
- Non-metallic wrapping paper
- Narrow-neck plastic containers (other than for motor oil) carry plastic resin identification code #1, #2 and #5
- #1 Plastic bottles (Water and soda)
- #2 Plastic containers (Milk and detergent)
- #5 Plastic containers (Butter and yogurt tubs)
- Wide-mouth containers such as peanut butter, margarine/butter tubs, yogurt, cottage cheese, sour cream, mayonnaise, whipped topping, etc.
- Aluminum food and beverage containers, Aluminum Foil and Aluminum Pie Pans (ONLY small trace of food residue is ok)

A short list of what **materials are to not be put into the recycling receptacle** includes:

- Plastic bags of any kind, whether they be plastic grocery bags, trash bags, bread bags, etc.
- Any material with substantial food debris (small trace amounts of food residue is ok).
- Cardboard, pizza boxes.
- Batteries of any kind.
- Styrofoam of any kind.
- Light bulbs of any kind.
- Mirrors, window or auto glass, porcelain, ceramics, glass cookware/bake ware, microwave oven trays, drinking glasses, perfume/cologne bottles.
- Wood or Yard Waste.
- Coat hangers, Wire.
- Household items such as toasters, cookware, bake ware, electronics, appliances, etc.

46. **Recycling collection is on Wednesdays.**

Hazardous Waste Disposal

47. No hazardous substances including, but not limited to grease, oil, paints, or other chemicals, may be disposed of in the Dwelling Unit (i.e. sink or bathtub drain), on the Premises, or the garbage containers, but must be disposed of as required by applicable local and state health and safety regulations, and codes. This includes air-conditioners which contain hazardous, compressed, Freon gas.

B. **USE AND OCCUPANCY**

General

1. Tenant shall comply with the statutory obligations imposed on Tenant by Section 55-248.16 of the VRLTA.

Move-In

2. At move-in, the following items are in the Dwelling Unit for Tenant's use and reference (other items may be added):
- a. Air-conditioner drip pan(s) - *property of Landlord,*
 - b. Window screens (both large and small) - *property of Landlord,*
 - c. Window security rod(s) (mini spring rod) - *property of Landlord,*
 - d. Tension rod installed at entrance to wide closet - *property of Landlord,*
 - e. Kitchen sink basket strainer - *property of Landlord,*
 - f. 2 ice trays - *property of Landlord,*
 - g. Four (4) high quality alkaline batteries.
 - h. Small bathroom trash can,
 - i. Bathtub Drain Hair Catcher,
 - j. Flange plunger,
 - k. All-purpose cleaner,
 - l. Scrubbing Bubbles cleaner,
 - m. Cleaning sponges,
 - n. Mr. Clean Eraser,
 - o. Directions to installation/uninstall a window air-conditioner.
 - p. Annual Smoke Detector Inspection Certificate.

Occupancy and Guests

3. Visitors and guests of Tenant, including Guarantors, may not occupy the Dwelling Unit, or Premises, for more than seven (7) calendar days consecutively, or fourteen (14) days in any calendar year, without prior, written consent of Landlord, or such will constitute occupancy of the Dwelling Unit on a regular basis, and will constitute Tenant being in default and in breach of the Lease. If Tenant allows unauthorized occupants to live in the Dwelling Unit on a regular basis, Tenant shall be in breach of the Lease, be given written notice, and the unauthorized guests shall vacate the Premises immediately.
4. As noted in Section 6(b), Use Occupancy and Maintenance, of the Lease, "**Tenant shall not assign this Lease or sublet any portion of the Dwelling Unit without the prior written consent of Landlord, which consent Landlord will be under no obligation whatsoever to grant. Landlord shall have the right to consider any assignment or sublease made without Landlord's prior consent void.**"

Initial:

