

TRU LLC Apartment Rental Agreement

Clause 1. Identification of Landlady and Tenants

This Agreement is entered into between _____, ("Tenant"), _____ and TRU LLC. Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, TRU LLC rents to Tenants, and Tenants rents from Landlady, a two bedroom apartment at 1841 Oxford Avenue SW, Roanoke, Virginia, ("the premises"), together with the following appliances and furnishings:

stove/oven

refrigerator

portable dishwasher

washer and dryer

propane fire logs

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement. Out of town guest are permitted on a limited, occasional basis for a one night up to one week visit. Guest are not permitted to use the laundry facilities with the exception of Mary Lou's son, William. A guest that stays overnight on a regular basis is not permitted unless approved by TRU LLC agent and this would entail increased weekly rent. If this occurs without TRU LLC agent approval it is grounds for termination of lease.

Clause 4. Term of the Tenancy

The lease will begin on April 1, 2016 and will continue until April 30, 2016. The

Tenant will pay the entire month of rent for the last month of occupancy. The Landlady may terminate the tenancy or modify the terms of this Agreement by giving the Tenant 30 days' written notice. Tenants may terminate the tenancy by giving the Landlady 30 days' written notice. If the Tenants choose to stay on after the first year of the lease, the lease will continue on a month-to-month basis until the Tenants or the TRU LLC agent gives a one month notice. The Tenant will let the TRU LLC agent know in writing one month prior to the end of lease the last day of paid occupancy.

Clause 5. Payment of Rent

The Tenant will pay a monthly rent in the sum of \$1255 due on the first of every calendar month that the tenant continues to occupy the property. If the rent is not paid by the 5th of any calendar month, a \$15 per day late fee will be assessed in addition to the regular rent amount of \$1255 until the rent is paid in full. A \$35 late fee will be charged for returned checks. The preference for payment is deposit of cash or money order into the landlady's account. Payment is made through direct transfer from tenant's bank account to landlady's account or by physically making the deposit in the landlady's bank. This can be done at any Wells Fargo bank. The account name is TRU LLC and the routing number is 051400549 and the account number is 2045162100. If rent is not received by 11:59 PM on the 5th of any month, the Landlady will give notice of eviction and subsequently begin the eviction process abiding by Virginia State law.

Clause 6. Security Deposit

Tenant is required to pay a security deposit of \$750 at or before the signing of the lease. The first month's rent must be paid prior to receiving keys to the apartment. The Tenant may not apply this security deposit or to any other sum due under this Agreement. Within 24 days after Tenant has vacated the premises, returned keys, and provided the TRU LLC agent with a forwarding address, TRU LLC agent will return the deposits in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the TRU LLC agent, along with a check for any deposit balance.

Clause 7. Utilities



The TRU LLC agent will pay for all utility charges including cable and wireless internet.

Clause 8. Assignment and Subletting

Tenant will not sublet any part of the premises.

Clause 9. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to the TRU LLC agent in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) the Tenant will dispose of cigarettes that are smoked outside by them or their guest in a trash can and not in the yard. (3) the tenant will ensure the yard is clear of trash (4) the tenant will immediately notify TRU LLC agent of any defects, leaks, faulty or broken appliances or dangerous conditions in and about the premises of which Tenant becomes aware; and (5) reimburse TRU LLC agent, on demand by Landlady, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect. Tenant will examine the premises, including appliances, fixtures, carpets, blinds, and paint, and report on any damages found at the time of move in. These damages will be listed on the back of this lease or will be attached to this lease for future reference.

Clause 10. Repairs and Alterations by Tenant

a. Except as provided by law, as authorized below, or by the prior written consent of TRU LLC agent, Tenant will not make any repairs or alterations to the premises, including painting the rental unit. Putting nails up to hang pictures is permissible without consent. However, large hooks are not to be installed in ceiling or beams without prior permission from the TRU LLC agent.

b. Tenant will not alter, rekey, or install any locks to the premises or install or alter any burglar alarm system.

Clause 11. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or

ordinance, including laws prohibiting the use, possession, or sale of illegal drugs in the apartment or on the grounds of the apartment building; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 12. Conservation

Tenants are expected to be conservative in their use of electricity, water and heat. Tenants are expected to turn off lights, fans, space heaters, stereos, radios and televisions when leaving the premises. Also, consider lowering or increasing (based on the season) the temperature on the thermostat by a degree or two to save energy when tenants are gone for an extended period. Tenants is expected to leave windows and doors shut to the outdoors when central air and heat are running. Tenants are also asked to not leave water running except when it is below freezing outside and then faucets should be left at a very slow drip until the weather warms. (The pipes in this building have not frozen for last three years.) The lights on the premises are LED and should last over a decade. The Tenants are asked to leave all lights bulbs in the apartment when vacating the premises. Tenants are expected to use LED light bulbs in their own personal lamps with the exception of two CFL color balanced studio light bulbs. Tenant is asked to not bring in personal heaters or fans for use in the apartment without prior approval from the landlady. There should be significant circulation and heat in the home already provided by the TRU LLC agent. If there is not, let her know. Thermostats in the winter time will be kept no higher than 69 Fahrenheit and in the summer, no lower than 71 Fahrenheit. Tenants will let the TRU LLC agent know of any excessive use of energy or water that occurs outside the ordinary in a timely manner so that she can correct the situation as soon as possible.

Clause 13. Pets

No more pets will be brought into the home without prior permission from the TRU LLC agent.

Clause 14. Keys

If the tenant loses a key to the apartment, the replacement fee per key is \$50 and will be paid in advance of the key being replaced by the TRU LLC agent. If the Tenants does not turn in all keys within two days of the last day of paid occupancy, then the Tenant will be charged for changing the respective locks and replacement of the missing keys.

Clause 15. Landlord's Right to Access

TRU LLC agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. The TRU LLC agent or her agent may also enter the premises to conduct quarterly inspections with prior 24 hour notice. The Tenant is not required to be present for these visits and the visits will be conducted based on the schedule of the Landlady and her contractors. Except in cases of emergency, Tenant's abandonment of the premises, court order, where it is impractical to do so or when the Tenants have given permission, the TRU LLC agent shall give Tenant 24 hours notice before entering.

Clause 16. Extended Absences by Tenant

Tenants will notify the TRU LLC agent in advance if the Tenants will be away from the premises for 10 or more consecutive days. During such absence, the TRU LLC agent may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. Tenant's failure to take possession.

If, after signing this Agreement, Tenants fails to take possession of the premises, Tenants will still be responsible for paying rent for one month's time and will forfeit the deposit.

b. Landlord's failure to deliver possession.

If Landlady is unable to deliver possession of the premises to Tenants for any reason not within the TRU LLC agent's control, including, but not limited to, partial or complete destruction of the premises, Tenants will have the right to terminate this Agreement upon proper notice as required by law. In such event, the TRU LLC

agent's liability to Tenants will be limited to the return of all sums previously paid by Tenants to TRU LLC agent.

Clause 18. Neighbors at Oxford Avenue

If conflicts arise with tenants in the building or neighbors, due to shared spaces or other concerns, conflicts should be resolved by speaking respectfully with the tenants in question first. If this is not successful, the Tenant may contact the TRU LLC agent to request her involvement to settle the issue(s) at hand.

Clause 19. Additional Provisions

Additional provisions are as follows:

- The Tenants have exclusive access to the back deck off their kitchen
- The Tenants have two designated parking spaces for their exclusive use in the parking area behind the house
- No animals are allowed on the premises without prior consent from the TRU LLC agent
- The front porch and back patio shall be occupied only by porch furniture only and kept tidy and presentable.
- Alarms will always be functioning with operating batteries and installed properly. Alert the TRU LLC agent if an alarm fails to operate and needs to be replaced.
- The Tenants will inform the TRU LLC agent immediately of issues with the house such as water leaking into the house, dripping faucets that can't be stopped, faulty electrical wiring, etc.
- The shared apartment areas, trash area, back yard and front porch are domains of all Tenants and it is up to the Tenants to work out a system for upkeep of these areas. It is also up to the tenants to maintain the yard free of trash. It is the responsibility of the TRU LLC agent to have the grass mowed. The Tenants will share the responsibility of shoveling snow with the snow shovel supplied to the building.
- No smoking is allowed in the apartment or in any part of the interior building or locations of the exterior where the smoke negatively impacts other Tenants.

-Tenants will keep the kitchen and house clear of dirty dishes, cups and food or food wraps laying around to avoid infestation of cockroaches or ants.

Clause 20. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 21. Grounds for Termination of Tenancy

The failure of Tenants or Tenant's guests or invitees to comply with any terms of this Agreement is grounds for eviction. Notice of immediate eviction will be delivered immediately after the TRU LLC agent has evidence circumstantial or otherwise as determined by the TRU LLC agent that the tenants has violated the lease in such a way that the Tenants has endangered the safety of other tenant(s)/animal inhabitants, is responsible for illegal activity taking place on the premises or grounds of the building or is responsible for excessive destruction or neglect of the TRU LLC agent property. When the lease is violated as stated above, the eviction process will proceed as determined by Virginia law. If the TRU LLC agent chooses to show any leniency and make a concession in case(s) of lease violation, this will not in any way nullify the validity of this clause in the case of any other violations of the lease by the Tenants.

Clause 22. Litigation

In the event that legal action is required due to the Tenants not complying with the terms of this lease, the Tenants will pay reasonable litigation and collection fees.

Clause 23. Turn Over of Apartment at End of Lease

The Tenants is expected to do a deep cleaning of the entire apartment including kitchen appliances at the end of his/her tenancy. If this is not done, the Tenants can expect a standard apartment cleaning fee of a minimum of \$120. The TRU LLC agent or her agent is available to do a walk through with the Tenants a day or two prior to the turnover of the apartment to point out cleaning and damages that will need to be completed. The TRU LLC agent does not guarantee that she or her agent will see and point out all cleaning and damage issues. Other issues may arise when the actual

cleaning is conducted during the 12 days after turnover of the apartment. Any cleaning and damages not completed by the Tenant will be completed by the TRU LLC agent or contractor and charged to the Tenants by the 24th day after the end of the lease.

Clause 24. Notices

Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile or email. The TRU LLC agent requests that written notices be mailed to her residence at: 1831 Oxford Ave. SW, Apt. A, Roanoke, VA 24015 and a copy e-mailed to tru.trullc@gmail.com. The Tenants requests notice to be made to the following

location: _____

Clause 25. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by the TRU LLC agent or Tenants. Any modifications to this Agreement must be in writing signed by the TRU LLC agent and Tenant.

Date TRU LLC Agent Title

Date Tenant Phone

