

**TRU LLC Lease Agreement  
For Room in Shared Household**

**Clause 1. Identification of TRU LLC Agent and Tenant**

This Agreement is entered into between [REDACTED] ("Tenant") and TRU LLC Agent. (TRU LLC agents at this time are Truda Roper and Jennifer Rose.) The Tenant is liable for the payment of rent and performance of all the terms of this Agreement.

**Clause 2. Identification of Premises**

Subject to the terms and conditions in this Agreement, TRU LLC Agent rents to Tenant, and Tenant rents from TRU LLC, [REDACTED] at Roanoke, VA 2401 ("the Premises"), together with the following appliances and furnishings:

**Clause 3. Limits on Use and Occupancy**

The apartment will be used only as a private residence for Tenant listed in Clause 1 of this Agreement. Guests are not permitted overnight without permission of other housemates. Guests are permitted on an occasional basis as long as they do not interfere or cause nuisance with other tenants and neighbors. If there are complaints about Tenant's guests, the Tenant's right to have invited guests over will be revoked.

**Clause 4. Term of the Tenancy**

The rental will begin on [REDACTED] at [REDACTED]. The rental will continue to [REDACTED] until the Tenants decide to vacate the rental. The Tenants will stay for a minimum of [REDACTED]. Before the end of the lease term, one [REDACTED] written notice via mail or email is required. For any reason, TRU LLC agent may give a one month notice.

**Clause 5. Early Termination of Occupancy**

Tenant shall not be released from liability for Rent and other charges due under Lease for the full Lease Term unless TRU LLC Agent agrees in writing to release Tenant from such liability. If Tenant vacates Premises prior to the end of Lease Term, Tenant shall still be responsible for what would have been the Rent for the balance of the Lease Term, including any physical damages to Premises and such other remedies as may be appropriate under Lease and Virginia Law.

**Clause 6. Move In Inspection**

Within five (5) days after the beginning of Lease Term, Tenants may request a walkthrough by TRU LLC Agent to produce a written report itemizing the condition of Premises at occupancy, including the identification of any visible evidence of mold. This is not required. This report is for information only and does not constitute an agreement to decorate, alter, repair, or improve Premises. Any request for repairs must be submitted separately in writing to TRU LLC Agen. This report shall be deemed correct unless Tenants submit additional items in writing to TRU LLC Agent within five (5) days after receipt of the report. If Tenants do not object to any item on Landlord's move-in

inspection report, then Tenants thereby agree that the TRU LLC Agent's move-in inspection report is deemed to be correct, including, but not limited to, that there is no visible evidence of mold in Premises. If TRU LLC Agent 's move in inspection report states that there is visible evidence of mold in Premises, Tenants have the option to not take possession and terminate the tenancy or to remain in possession of Premises. If Tenants request to take possession, or elects to remain in possession of Premises, notwithstanding the presence of visible evidence of mold, TRU LLC Agent shall promptly remediate the mold condition no later than five (5) business days thereafter and re-inspect Premises to confirm there is no visible evidence of mold in Premises. A new move-in inspection report reflecting that there is no visible evidence of mold in Premises shall be submitted to Tenants. As of the last inspection that took place within 30 days of the signing of this lease, there was no evidence of visible mold in the apartment. In addition, TRU LLC conducts quarterly maintenance visits to inspect for mold, condition of smoke and carbon dioxide alarms, fire extinguishers, spray for bugs and check for any maintenance issues to include electrical, plumbing and otherwise.

#### **Clause 7. Payment of Rent**

rent is \$ . The tenancy will begin at . Rent is due on of each . If the rent is not paid by the 5<sup>th</sup> day after the due date, a \$40 flat late fee will be assessed in addition to the regular rent amount. The second time rent is late, the TRU LLC agent will give a 5 day notice to vacate the apartment. The final of rent will be paid in full, not prorated, despite whether the Tenant occupies the premises for the entirety of the last . Keys will not be given to Tenant until the first rent is paid. A \$50 late fee will be charged for returned checks. Payment is through Innago. Innago requests will be sent through the website/app. There is a \$2 charge by Innago per payment made from checking account and slightly more if made by credit card. The fee for use of a credit card is 2.75% of the total transaction. The Innago fee will be charged separately directly from Innago to the Tenants.

#### **Clause 8. Security Deposit**

The Tenant is required to pay a security deposit of before the signing of the lease. At the time of lease signing, security deposit has been paid in its entirety. of the original security deposit is nonrefundable and is used to defray the cost of application and labor for quarterly maintenance visits. If the Tenant does not return the key to his or her room and to the front door to TRU LLC Agent, the security deposit will be forfeited in its entirety. The Tenant will also be responsible to pay rent and utilities until the keys have been returned. The Tenant may not apply this security deposit to the last week's rent or to any other sum due under this Agreement. Within 30 days after Tenant have vacated the premises, returned keys, and provided TRU LLC Agent with a forwarding address, TRU LLC Agent will return the appropriate portion of the deposit or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by TRU LLC Agent, along with a check for any deposit balance.

**A. *Disposition.*** Landlord may apply Security Deposit to the payment of unpaid Rent and late fees and to the \$200 cleaning fee charged for deep cleaning of unit and damages caused by Tenant, including but not limited to, physical damages, appropriate charges to Tenants not previously reimbursed to TRU LLC Agent, and actual damages for breach of Lease including attorneys' fees and costs. TRU LLC Agent has the right to apply Security Deposit to non-Rent items first, and then to any unpaid Rent and late fees. Within 45 days after the termination of the tenancy and Tenants' vacating Premises, TRU LLC Agent shall (i) provide an itemized statement of estimated deductions to be charged against Security Deposit and (ii) return Security Deposit to Tenants, less any deductions provided that Tenants have complied with all the terms and condition of Lease and with the VRLTA. If the damages to Premises exceed the amount of Security Deposit and require the services of a third-party contractor, TRU LLC Agent shall give written notice to Tenants advising of the fact within a 45-day period. If such notice is given, TRU LLC Agent shall have an additional 15-day period to provide an itemization of the damages and the cost of repair. There shall be no interest due and payable on security deposits held under this Lease and in accordance with the VRLTA.

**B. *Repairs.*** Tenant shall pay the costs of repairs, replacements, or other damages that exceed Security Deposit.

**C. *Forwarding Address.*** Tenant shall provide TRU LLC Agent written notice prior to vacating Premises of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of Security Deposit prior to the end of the 45-day period. If Tenant fails to give notice of a forwarding address, Landlord will send Security Deposit statement to the last known address of Tenant, but will retain Security Deposit refund, if any, until Tenant notifies TRU LLC Agent of the appropriate address.

**D. *Management Changes.*** TRU LLC Agent shall provide notification to Tenant of the name, address, and telephone number of the new Managing Agent or new TRU LLC Agent in the event of a change in rental management or the sale, transfer, or assignment of TRU LLC Agent's interest in Premises or in Lease. In the event of a sale, transfer, or assignment of TRU LLC Agent's interest in Premises or Lease, TRU LLC Agent shall transfer Security Deposit and be released from all liability in connection with Lease. Tenant shall request the return of Security Deposit from the new Managing Agent or Landlord. E. If during Lease Term, including any extension or hold over, any part of Security Deposit is used by TRU LLC Agent in accordance with the terms of Lease or applicable law, TRU LLC Agent shall provide notification to Tenant of such use and shall provide an itemized list of charges within 30 days. Tenant shall immediately deposit with TRU LLC Agent a sum equal to the amount used so that the full Security Deposit is on hand at all times during Lease Term.

## **Clause 9. Utilities**

The TRU LLC Agent will pay for all utility charges including electric, gas, water, DirecTV cable and wireless internet.

## **Clause 10. Management**

**Truda Roper** (“Managing Agent”)

Mailing Address:

1831 Oxford Ave APT A

Roanoke, VA 24015

Phone Number: 540-632-2691

Email: tru.trullc@gmail.com

**Clause 11. Assignment and Subletting**

Tenant will not sublet any part of the premises.

**Clause 12. Truthfulness of Representations In The Rental Application**

Tenant warrants that the statements made on the Rental Application (“Application”), which are made a part of Lease, are true and accurate representations, and acknowledges that such representations have been relied upon by TRU LLC Agent. If any material facts in Application are untrue or inaccurate or incomplete, TRU LLC Agent shall have the right to: (a) immediately terminate Lease; (b) hold Tenant liable for any and all damages to persons, property or Premises; (c) exercise all legal and equitable rights and remedies; and (d) recover reasonable attorney's fees, court costs and all costs incurred to reclaim Premises and to rent Premises to another tenant.

**Clause 13. 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) dispose of cigarettes that are smoked outside by them or their guest(s) in a trash can not in the yard; (3) ensure the yard is clear of trash; (4) Tenants will wash dishes and wiping down areas in the kitchen immediately after cooking to avoid ants and other pests. The TRU LLC expects the Tenant to keep the house clean and tidy throughout his/her stay. Where applicable divide chores and household expenses fairly with housemates and follow through with assigned household chores. ensure the trash bin at the alley are standing and lids are closed; (5) 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 (6) reimburse TRU LLC agent, on demand by TRU LLC Agent, 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 if everything is found to be in good, safe, and clean condition.

Throughout Lease Term, Tenant must keep Landlord informed of Tenant's telephone number(s) and e-mail address(es). Tenant shall not destroy, deface, damage, impair, or remove any part of Premises, nor permit any person to do so. Tenant shall pay for any repairs or replacements made necessary due to deliberate, accidental, or negligent acts or omissions of Tenant, Tenant's authorized occupants, guests or invitees. Tenant shall be responsible for:

**A.** Maintaining Premises in a clean and sanitary condition and disposing of all trash, garbage, and waste in sealed containers.

**B.** Using and operating all appliances, equipment, and systems in a safe and reasonable manner. Tenant shall not overload any system. In the event Premises' plumbing is frozen or obstructed due to the negligence of Tenant, Tenant's family or guests, Tenant shall pay immediately the cost of repairing frozen pipes or cleaning such obstruction and any additional costs associated with the repair (i.e. drywall, paint, carpets, etc.), which amounts shall constitute additional Rent due hereunder.

**C.** Not removing light bulbs, batteries, operating doorbell ringer plugged into wall, smoke alarm, carbon monoxide alarm or fire extinguisher in the dwelling. The Tenant will alert the TRU LLC agent if a battery or light bulb needs to be replaced.

**D.** Keeping drains and toilets clear and cleaning appropriately and frequently caulking around tubs and showers; maintenance of all carpeting and flooring in a clean and good condition; replacement and payment for glass and screen breakage. Clogged drains are at the Tenant's expense. The Tenant may resolve the issue themselves by following instructions in following video links using baking soda and vinegar (<https://youtu.be/fv1kgidphMI>) and/or use of drain weasel (<https://youtu.be/fv1kgidphMI>). The weasel can be found under the bathroom sink. Alternatively, the tenants may put in a maintenance work order through Innago app and pay the maintenance fee from \$35 and up depending on the severity of the drain clog and the charge of the handyman doing the work. Payment should be made directly to the handyman who does the work. **Do not use draino or other such chemical solutions.**

**E.** Maintaining Premises in such a manner as to prevent the accumulation of moisture and the growth of mold. Tenant shall promptly notify TRU LLC Agent in writing of any moisture accumulation or visible evidence of mold. Tenant does hereby release TRU LLC Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or guests or invitees, and does hereby agree to indemnify and hold TRU LLC and Landlord harmless from and against any and all loss, damage, claim, suit, costs (including reasonable attorneys' fees and costs at all tribunal levels) or other liability whatsoever resulting from Tenant's failure to

**G.** Promptly reporting in writing to TRU LLC Agent any defect, damage, or breakage. Failure to report shall make Tenant liable for the repair of any additional damage. This provision does not require TRU LLC Agent to repair or correct such defects, breakage, malfunctions, or damage.

**H.** Paying the cost of any unnecessary service call and any costs incurred as a result of Tenant failing to keep appointments with service persons that require access in order to make scheduled repairs. Any request for repair is understood to mean that Tenant has given permission to repair person to enter Premises to make the repair.

I. Making any repairs, alterations, or additions required by any governmental authority, the Association, insurance company, or the TRU LLC Agent due to Tenant's use.

J. Controlling and eliminating pests. Although the TRU LLC agent will spray for insects quarterly during routine maintenance visit, it is up to the Tenant to control and eliminate household pests including but not limited to fleas, ticks, bed bugs, roaches, silverfish, ants, crickets, and rodents that manifest during the Tenant's occupancy. Tenant shall be responsible for the costs of the elimination of all such pests and vermin during occupancy and upon vacating Premises.

K. Not placing or displaying any sign, advertisement, or notice on any part of Premises.

L. Not creating or permitting any lien upon Premises or Tenant's interest in Lease. Lease shall not be recorded by Tenant.

**M. Any damages caused by Tenant or Tenant's guests are the responsibility of the Tenant to pay. If no tenant claims responsibility for the damage, then all Tenants living in the home at the time will share the expense and will be charged over the Innago payment portal.**

#### **Clause 14. Repairs and Alterations by Tenant**

a. Except 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 or bringing in furniture and pictures for the walls. Furniture may be rearranged but all furnishings and pictures must remain in the room and will be replaced in identical location to when the Tenant took possession of the room. (If furniture and pictures rearranged, be sure to first take photos of the exact location prior to rearrangement.) If TRU LLC agent is caused to rearrange the room or photos to prior locations after the Tenant vacates, there will be a one time fee of \$50.

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

#### **Clause 15. 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. Lease may be terminated at the option of Landlord in case of any nuisance, excessive noise, disturbance, or conduct that, in the opinion of Landlord, is offensive to any other tenant or occupant of the building or neighborhood. Landlord has the right to terminate Lease where an immediate threat exists that materially affects the health or safety of either TRU LLC Agent or other tenants. Any criminal activity that involves or constitutes a criminal or willful act that also poses a threat to health and safety shall also be considered such an immediate threat. TRU LLC Agent may give Tenant Notice of termination requiring Tenant to vacate Premises within 72 hours of the date of such

Notice. Tenant shall vacate and surrender possession of Premises to TRU LLC Agent within such 72-hour period.

### **Clause 16. Smoking and Fire**

Under no circumstances may cigarettes, e-cigarettes, vapes, or any other methods of smoking be used inside of the rental. All smoking is to occur in designated smoking areas **outside**. All cigarette butts smoked outside are to be thrown in designated trash bins **outside** immediately after use. A \$25 fee will incur for every cigarette butt found improperly disposed of. Under no circumstances, may Tenant light a fire inside the rental. No candles, incense, matches, or other fires allowed inside the rental. However, Tenant may use the gas log fireplaces where available and fire-pit in the backyard.

### **Clause 17. Conservation**

Tenant is expected to be conservative in her/his use of electricity, water and heat. Tenant is expected to turn off lights, fans, space heaters, stereos, radios, power strips, personal computers/laptops, and televisions when leaving the premises. Personal computers/laptops are to be turned off overnight as to conserve energy. Tenant is expected to leave windows and doors shut to the outdoors when central air and heat are running. If the temperature is uncomfortable in the apartment for the Tenant, they may discuss what modifications may be made with the TRU LLC Agent. Tenant is also asked to not leave water running except when in immediate use. The lights on the premises are LED and will last over a decade. The Tenant is asked to leave all lights bulbs in the apartment when vacating the premises. Tenant is asked to not bring in personal heaters or fans for use in the apartment without prior approval from the TRU LLC Agent. There should be significant circulation and heat in the home already provided by the TRU LLC Agent. If there is not, let TRU LLC Agent know. Thermostats in the winter time will be kept no higher than 68 Fahrenheit and in the summer, no lower than 71 Fahrenheit. Tenant 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. The Tenant will participate in recycling and composting using the blue bin at the entrance to the house from the alleyway for recycling and the brown bin on the right side of the backyard for composting. There should be a small, metallic, round pedal-operated small trash can in the kitchen for food scraps.

### **Clause 18. Pet**

No pets allowed in the premises other than the Zen, a non-shedding, emotional support dog, when accompanying TRU LLC Agent.

### **Clause 19. Vehicle Parking**

For 1843 Oxford, Street parking is available in front of house.

For 1841 Oxford Ave. SW, off street parking is accessible per back driveway.

For 1831 units facing rear of house, off-street parking is available accessible from the alleyway.

For 1831 Oxford Ave.SW rooms in apartments A and B, parking is either in front driveway or on street

For 526 King George Ave. SW, Apartments 1 & 2, street parking is available in front of house.

For 526 King George Ave. SW, apartment 3, off street parking is accessible via the back alley.

For 1302 Stanton Ave. SW, off-street parking is available for all tenants.

### **Clause 20. Smoke and Carbon Monoxide Detectors**

Landlord certifies to Tenant that smoke alarm(s) have been installed in accordance with the law. Tenant shall check smoke alarm(s) periodically during the tenancy, replace batteries as needed and report any malfunctions in the smoke alarm(s) to TRU LLC Agent in writing. Within five (5) days of receipt of written Notice from Tenant that a smoke alarm is defective or needs repair, TRU LLC Agent, at Landlord's expense, shall provide for the service, repair or replacement of such smoke alarm. In units with carbon monoxide alarm, Tenant shall not remove or tamper with a properly functioning carbon monoxide alarm(s) or smoke alarm(s) installed by TRU LLC Agent, including removing any working batteries, so as to render the carbon monoxide alarm(s) or smoke alarm(s) inoperative and shall maintain the carbon monoxide alarm(s) and smoke alarm(s) in accordance with the Uniform Statewide Building Code. TRU LLC Agent is not responsible in any way for the installation or use of a carbon monoxide alarm(s) or smoke alarm(s) installed by Tenant, and Tenant agrees to indemnify and hold Landlord harmless from any and all claims or losses arising from the installation or use of the carbon monoxide alarm(s) or smoke alarm(s).

### **Clause 21. 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 Tenant does not turn in all keys within two days of the last day of paid occupancy, then the Tenant will forfeit the security deposit in its entirety. Tenant will be responsible for rent until the keys are returned. If the Tenants require to be let in their apartment or room due to lose or lock-in of key, the cost for maintenance to come open door(s) is \$35 during work hours and \$50 during evening, weekend and holiday hours to be paid directly to the maintenance person.

### **Clause 22. TRU LLC Agent's Right to Access**

TRU LLC agents may enter the Tenant's apartment in the event of an emergency, to make repairs or improvements, to show the premises to prospective buyers or tenants. Except in a case of an emergency or by prior consent, Tenant will receive 24 hour notice for entering the Tenant's apartment. TRU LLC maintenance will perform quarterly maintenance visits to the apartment at which time the apartment will be sprayed for insects and plumbing, electric and air conditioning/heating will be checked.

### **Clause 23. Extended Absences by Tenant(s)**

Tenant will notify TRU LLC Agent in advance if the Tenant will be away from the premises for 14 or more consecutive days. If Tenant fails to notify TRU LLC Agent, TRU LLC Agent may consider Premises abandoned. A notice of any length of vacancy of premises is common courtesy.

#### **Clause 24. Possession of the Premises**

a. Tenant failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will forfeit the security deposit of in its entirety and any rent already paid to the TRU LLC agent.

b. TRU LLC Agent's failure to deliver possession.

If TRU LLC Agent is unable to deliver possession of the premises to Tenant for any reason not within Landlady's control, including, but not limited to partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement. In such event, TRU LLC's and Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to TRU LLC Agent.

#### **Clause 25. Relations with Neighbors**

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 mediate a settlement of the issue(s) at hand.

#### **Clause 26. Additional Provisions**

Additional provisions are as follows:

-No personal furniture is allowed to be brought in the house. The house comes completely furnished.

-All furniture and wall decorations remain in the room. Any exceptions must be approved by the TRU LLC agent.

-The front porch and back patio shall be occupied only by porch furniture only and kept tidy and presentable. If the Tenant wishes to leave any personal items in outside shared areas, discuss with TRU LLC Agent first.

-The tenant 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 trash area, back yard, back patio and front porch are domains of all tenants and it is up to the Tenants to keep it clean and tidy. 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 in the building will share the responsibility of shoveling snow with the snow shovel supplied to the building.

-Furnishing of the room and apartment cannot be changed without the TRU LLC Agent's permission. If tenant wishes to hang items on wall, they will use a Command strip or similar item that is easily removable and temporary as to not damage the property. No thumbtacks, nails or screws should be used on the walls or furniture of the property.

-Tenant will wash dishes and wiping down areas in the kitchen immediately after cooking to avoid ants and other pests. In the following residences: **KG, apt. 3, 1831 Oxford, apt. A & B**) The Tenants will only clean the tub with dish detergent (preferably Dawn) as to not cause damage to the refinished tub. The TRU LLC expects the Tenants to keep the house clean and tidy throughout their stay. In shared apartments, coordinating with housemates to maintain a regular and timely cleaning schedule or sharing expenses to hire a housekeeper. (Consult with TRU LLC agent if you need a recommendation.) Also, tenants will share expenses with housemates for purchase of joint use household supplies.

-Can use outdoor rain barrel behind house at 1831 Oxford and 526 King George to wash car, bike or other outdoor gear in eco manner using one or two buckets of water.

-In the event that a repair needs to be made, submit a maintenance request through Innago. If the maintenance issue is an emergency, the tenant shall text or call Truda Roper at (540)676-2984 or call or text Joseph Reyes at (540)915-4449.

### **Clause 28. Grounds for Termination of Agreement**

The failure of Tenant 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 TRU LLC Agent that the tenant has violated the agreement in such a way that the Tenant has endangered the safety of other tenant(s), is responsible for illegal activity taking place on the premises or grounds of the building or is responsible for excessive destruction or neglect of TRU LLC Agent's property. When the agreement is violated as stated above, the TRU LLC agent will give the Tenant written notice to cease all activity that violates the agreement and vacate the property within 5 days. If the TRU LLC Agent chooses to show any leniency and make a concession in case(s) of violation, this will not in any way nullify the validity of this clause in the case of any other violations of the agreement by the Tenant.

### **Clause 29. Litigation**

In the event that legal action is required due to the Tenant not complying with the terms of this agreement, the Tenant will pay all lawyer and court costs.

### **Clause 30. Turn Over of Apartment**

A standard cleaning fee is applied against the refundable security deposit of \$200 for deep cleaning of the room and indoor and outdoor common areas. TRU LLC follows this policy due to the fact that no Tenants complete a thorough deep cleaning to the standards required and because we are required to pay a standard fee to our cleaning crew who enters the apartment after each vacancy. This mandatory cleaning fee hopefully is offset by our very low deposit paid at time of entry. The cleaning fee can exceed \$200 depending on how dirty the apartment is left by departing Tenants and the amount subsequently charged by the cleaning crew. Any property remaining in the apartment after vacancy will be transferred to the TRU LLC storage area. If the tenant has not claimed the property prior to 24 hours vacancy in the apartment, the TRU LLC agent will dispose of as the TRU LLC Agent sees fit or as appropriate.

The tenant may request to be present at the TRU LLC Agent's inspection of the dwelling unit for the purpose of determining damages that may have been incurred by Tenants in excess of regular wear and tear that will impact the amount of security deposit to be returned. If the tenant desires to be present when the landlord makes the inspection, he shall, in writing, so advise the landlord, who in turn shall notify the tenant of the date and time of the inspection, which must be made within 72 hours of delivery of possession. Following the move-out inspection, the landlord shall provide the tenant with a written security deposit disposition statement, including an itemized list of damages. If additional damages are discovered by the landlord after the security deposit disposition has been made, nothing in this section shall be construed to preclude the landlord from recovery of such damages against the tenant, provided, however, that the tenant may present into evidence a copy of the move-out report to support the tenant's position that such additional damages did not exist at the time of the move-out inspection. TRU LLC infrequently charges for damages, however necessary damage charges will be detailed in terms of cost of supplies and labor as appropriate. If the tenant owes more than the refundable deposit in settlement charges and payment is not made or a payment agreement made within 2 weeks of receipt of settlement charges, legal action may be taken..

### **Clause 31. Bankruptcy**

Subject to the requirements of the applicable federal bankruptcy law, in the event Tenant files bankruptcy, then Lease, at the option of TRU LLC Agent, shall terminate upon one month's written notice of bankruptcy.

### **Clause 32. Fire or Casualty Damage**

In the event Premises are damaged by fire or casualty Tenant must promptly Notify TRU LLC Agent. If Landlord determines that the damage does not render Premises substantially impaired or in need of repairs requiring Tenant to vacate Premises, Landlord shall repair the damage within a reasonable period of time after Notice from Tenant. Tenant must continue to pay rent during the period of the repairs. If TRU LLC Agent determines that Premises are uninhabitable, Lease shall automatically terminate. If TRU LLC Agent reasonably believes that the fire or casualty was caused by Tenant, or Tenant's authorized occupants, guests, or invitees, employees or pets, Tenant shall be liable for: (i) Rent through Lease Term; (ii) any damages to persons, property or Premises;(iii) attorney's fees and costs of any court action; and (iv) such other and further remedies as are available to TRU LLC Agent under Virginia law.

### **Clause 33. Notice.**

All notices shall be in accordance with the VRLTA. Any Notice provided for or permitted in Lease to be given by one party to the other shall be in writing and shall be delivered by U.S. mail (1831 Oxford Ave APT A Roanoke, VA 24015) or by email (tru.trullc@gmail.com), with the sender retaining sufficient proof that such notice was given. Any notice will be given to Tenant at the address of Premises, or the e-mail

address provided in the Rental Application. *Tenant is required to give notice to Landlord of any change in Tenant's e-mail address.*

#### **Clause 34. Lead Based Paint**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not maintained properly. Lead exposure may be harmful to young children and pregnant women. Tenant hereby acknowledges the receipt of the Lead-Based Paint Disclosure and EPA information book "Protect Your Family from Lead in Your Home" which are attached at the following internet links:

[https://www.epa.gov/sites/production/files/2017-06/documents/pyf\\_bw\\_landscape\\_form\\_at\\_2017\\_508.pdf](https://www.epa.gov/sites/production/files/2017-06/documents/pyf_bw_landscape_form_at_2017_508.pdf) (EPA's "Protect Your Family from Lead in Your Home")

[https://www.epa.gov/sites/production/files/documents/lesr\\_eng.pdf](https://www.epa.gov/sites/production/files/documents/lesr_eng.pdf) (Paint disclosure).

Alternatively, the Lead Based Paint Pamphlet can be located at trullc.net under application process. Scroll down until you see link for pamphlet.

#### **Clause 35. Snow Removal**

Tenant will be individually responsible for removal of snow to maintain a safe passage to and from the house. TRU LLC is not responsible for any injuries related to snow removal or lack of snow removal by Tenants.

#### **CLAUSE 36. FIREARMS**

Any firearms of any kind are prohibited to be brought in the property by the Tenant and Tenant guests.

#### **CLAUSE 37. Renter's Insurance**

Renters are responsible for their own belongings. Renters will not hold TRU LLC or the Landlord liable for any damage caused to their personal property in the apartment or premises of the building for any reason to include theft, damage due to fire, flood, leakage and other causes. It is highly recommended that the Tenants consider purchasing renter's insurance from reputable providers such as Limonade (online) and Innago.

#### **Clause 38. Virginia Statement of Tenant Rights and Responsibilities**

By signing this lease, the Tenant verifies that he/she has read the Virginia Statement of Tenant Rights and Responsibilities at the following link:

<https://www.dhcd.virginia.gov/sites/default/files/Docx/landlord-tenant/statement-of-tenant-rights-and-responsibilities-english.pdf>

#### **Clause 39. 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 40. Entire Agreement**

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

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**TRU LLC Agent: Truda Roper**

**Date**

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**Tenant:**

**Date**

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**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Landlord’s Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
\_\_\_\_\_

(ii)  Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Resident (check (i) or (ii) below):

(i) \_\_\_\_\_ Landlord has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_

(ii)  Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Resident’s Acknowledgment (initial)**

(c) \_\_\_\_\_ Resident has received copies of all information listed above.

(d) \_\_\_\_\_ Resident has received the pamphlet *Protect Your Family from Lead in Your Home*. [https://www.epa.gov/sites/production/files/documents/lesr\\_eng.pdf](https://www.epa.gov/sites/production/files/documents/lesr_eng.pdf) (Paint disclosure). Alternatively, the Lead Based Paint Pamplet can be located at trullc.net under application process. Scroll down until you see link for pamplet.

**Agent’s Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

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

TRU LLC Agent

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

Resident

