



Landlord Handbook

9520 B Lee Hwy
Fairfax, VA 22031-2303
www.circlepm.com
703-349-0144





Preparing your property for the first time

As a new Landlord preparing your property for the transition you should include several strategies to minimize your risk and provide a smooth transition for your tenant and help contain maintenance costs.

Minimize Risk

Managing your risk is an important part of being a Landlord. When you're a homeowner you manage your property not as an investment so we offer to you these recommendations to reduce potential risks. We can also offer you default insurance from [AON Rent Protect](#) a vendor which offers coverage to protect against rental income loss, eviction expenses,

1. Supply a current fire extinguisher with at least 2 years remaining on the expiration.
2. Make sure all your smoke detectors have fresh batteries and are in working order. We recommend a detector with easy access to the battery
3. If you have Gas appliances you will need carbon monoxide detectors on the main floor and the bedroom level. We recommend a ceiling mounted detector with FRONT access door for easy replacement of the battery. It's important to make it easy for the tenant to replace.
4. **Landlord Insurance:** Proper insurance is critical and part of our company policy to manage risk. Your homeowner's policy will be void once you vacate the property and a tenant moves in. We recommend that you contact your insurance company early to make sure they will comply with our guidelines and have a proper discussion with your agent to evaluate the optional riders to your Landlord policy.
5. **HOA/CONO Documents must be provided to the tenant, we will need a copy of the rules and regulations.** The documents will be bound to remain as permanent copy for the property. Copies will be uploaded to the tenant platform for easy review.





Transition: preparing your property for a new tenant.

Your home must be ready by time the tenant to moves in. The condition of your property is the most important aspect of maintaining good relations with your new tenant and sends the message that you expect the property to be returned in a similar condition, (Less normal wear and tear) If you need assistance with vendors to prepare your property, please let us know and we will be happy to refer any of our vendor relationships.

1. Kitchen appliances need to be cleaned inside and out.
2. Remove all personal items in Kitchen and baths
3. Walls should be cleaned or painted
4. All trim should be clean
5. All bathrooms should be clean
6. All floors should be clean
7. Utility room should be clear of personal items and clean
8. All lights should be working
9. Have your yard mowed and bushes trimmed prior to your departure
10. Garage doors should be in working order with all remotes operating
11. Steam clean carpets and provide a receipt
12. If you have pets' please treat carpets for flea and ticks
13. We are experiencing higher incidents of bed bugs so please let your manager know if you have had any problems in the past.
14. **Utilities** need to be terminated the day after your tenant moves in to avoid any reinstallation charges. As a new Landlord you will need to contact your Utility Company and obtain a **Landlord authorization form.**

Please note: *If you are pressed for time and unable to prepare the property for your new tenant we can help facilitate these items on your behalf, please note that our property management agreement commences on the start date of your lease (tenancy period). We only become your manager the day your tenant moves in through the expiration of their lease.*



Preparing a home for becoming a rental property can be a time consuming process, requiring multiple vendors, property inspections to validate contractor compliance, verify licensure, provide access, contractor supervision and we will be happy to provide these services for a nominal charge.

Contain Maintenance costs

All properties have unique characteristics which we try to identify with our inspection processes. The THREE items which are the most costly to contend with is Water, Heat and Air Conditioning. We recommend a few preventative measures: **(You may want to consider a home warranty to limit your repair bills.)**

1. Have you HVAC system serviced including a cleaning and a Freon charge. *Please let us know if you have a maintenance agreement*
2. Supply at least a one year supply of air filters for the tenant
3. Check your toilets for slow leaks and install a tank kit.
4. Please let us know if you have a termite service contract.
5. If you have a sprinkler system which needs to be winterized please let us know if you plan to pay for winterization of the system (recommended).
6. Please make sure your attic fan is working properly.

Property Condition

We do encounter many property condition problems which can present real challenges during the transition. We are property managers with oversight responsibility of the maintenance of your property and can not provide renovation or project management for non maintenance items. Some items which do not fall under property management & maintenance may require significant oversight like Drainage problems, Foundation problems, Leaking basements, Latent roof problems etc., and we are more than happy to facilitate these repairs or renovations for a nominal charge.

As part of our Turn Key program we do include the value added service for owners returning to the area. We will prepare the property for your return and include supervision of the process.



Investment Property Preparation Checklist

Risk Management

- Fire Extinguisher Expiration Date _____
- Smoke Detectors
- Carbon Monoxide Detectors

Landlord Insurance Policy

- Contact Insurance Company to add Circle Property management to policy
- Review with agent the optional coverage (Mold, Loss of Income, Contents)**

Property Preparation

- Kitchen appliances cleaned inside and out.
- Remove all personal items in Kitchen and baths
- Walls should be cleaned or painted
- All trim should be clean
- All bathrooms should be clean
- All floors should be clean
- Utility room should be clear of personal items and clean
- All lights should be working
- Garage doors should be in working order with all remotes operating
- Steam clean carpets and provide a receipt
- If you have pets' please treat carpets for flea and ticks
- We are experiencing higher incidents of bed bugs so please let us know if you have any issues

Utilities turn over the first time (The water is the most important)

- Contact Utility Companies and **obtain Landlord Authorization Forms (We do have most on record)**



HOA Documents

- Copy of your Condo or HOA Rules and Regulations. *(Can download from management website)*
We will be happy to help

The day you exit your home

- Do not turn off your Heat or Air conditioning, set thermostat *78 degrees in summer 65 degrees in winter.*
- Gas hot water heaters should *be set to vacation*
- Have your yard mowed and bushes trimmed prior to your departure
- Do I need to Winterize when I leave in the winter time? Please give us a call.
- Please provide us 3 sets of keys and all **remotes / key fobs, Mail box key, Storage Rm. key**

Maintenance Reminders and your property

Our maintenance reminder [Drip e-mail program](#) will send 7 to 10 emails per year to remind your tenants of their responsibility to maintain the property. This is the most important program we offer. These emails serve as a reminder but also create good tenant relations and a happy tenant is a good tenant.

- Air filter replacement 6 times per year
- Spring Gutter Cleaning
- Summer Turn over to Cooling
- Fall Preparation
- Smoke detector battery replacement
- Winter Turn over to Heat
- Winter Preparations water pipes, sprinkler, Gutters



Sample E-Mail Letter

Dear: Mr. Smith

Winter is approaching and we wanted to reach out to you and remind you of some important items which need to be done to prevent problems with freezing pipes and damage which can occur due to freezing temperatures. (PLEASE NOTE IF YOU ARE IN A CONDO THIS MAY NOT APPLY TO YOU.) The most common problems we run into as property managers is gutters and frozen pipes. Please note if you are in a Single Family Home, Town House or property not managed by a condo you are responsible for cleaning the gutters. We can arrange gutter cleaning for you if you like, our vendor does offer a 10% discount.

This week we may see temperatures dip to a point requiring a shift to heat. When you make the shift over to heat for the first time you may notice a brief smell but it usually disappears with in a couple of hours. We recommend you check you smoke detectors to make sure they have a fresh battery. This is usually the season when the fire department recommends replacing your smoke detector's battery and if you need some help let us know. Some smoke detectors have a battery door and some you need to twist off to access the battery. Please note when you have to twist off the detector there is a TAB THAT NEEDS TO BE DEPRESSED to unlock the detector from the base.

The most common is a powered unit with a battery door for easy replacement. If you're not sure please give us a call: [703-349-0144](tel:703-349-0144)

Your AIR FILTER

This would also be a good time to ***install a fresh air filter which improves air quality and system performance.***

Your Air Filter: 16 X 25 X1

If you have any questions feel free to call us anytime. [703-349-0144](tel:703-349-0144)

Property Information

Lease Expiration date: 6/30/2015

Your Insurance Company Info: State Farm

We also offer customized email campaigns if your property has specialized features which will require more detailed information.



Utility Authorization Forms

AUTOMATIC NAME CHANGE CONTRACT

This agreement, effective this _____ day of _____, is by and between Washington Gas Light Company (WG) and _____ (Manager / Owner of Property).

Whereas, Manager is the owner or manager of an apartment building or single-family dwelling located at _____ (see attached list if more than one); and

Whereas the tenants receive individual gas service from WG in their own names, and

Whereas, Manager would like to continue gas service during those periods when the property is vacant, but not pay service initiation fees, and

Whereas WG will benefit from not having to turn the gas service off and then on again within a short period,

Now therefore the parties agree as follows:

When a tenant at the property notifies WG that the tenant will move out of the property, WG will automatically transfer the service to Manager's name, without imposing a service initiation fee. The date of the transfer will be the date requested by the tenant, and any disputes about the date of transfer will be resolved between the tenant and Manager. Manager will be responsible for paying the bill until WG transfers the service to the name of the new tenant. Automatic service transfers will not occur if the gas service at the property is discontinued for non-payment.

Manager may discontinue service to a particular property only by sending WG a written notice requesting such discontinuation, and scheduling a meter reading date. Manager is responsible for providing access to the meter on the reading date.

This agreement shall be for an initial term of one year, beginning on the date first written above, and shall continue on a month to month basis until terminated. Either party may terminate after the initial term, by providing a written notice of termination to the other party, such termination to be effective on the next regular meter reading date after the notice is received and processed.

WG may terminate for cause if Manager requests termination of service to individual apartments or single-family dwellings more than two times in a twelve-month period.

Notices are to be sent to:

Washington Gas
6801 Industrial Rd.
Springfield, VA 22151
Attn: ANCP Desk

Billing Information:

Billing Name: _____

c/o: _____

Street Address: _____

City, State & Zip: _____

In witness whereof, the parties, intending to be bound, have executed this Agreement.

Manager:

Signature of Officer, Agent, Property Owner / / _____
Date Title or Representative Capacity

Printed Name of Officer, Agent, Property Owner _____ / _____
Business Phone Home Phone w/Area Codes

Washington Gas:

Signature of Washington Gas Representative / / _____
Date Title or Representative Capacity



TENANT AUTHORIZATION

Print and Remit Completed Form to:

FAIRFAX WATER
Attn: Customer Service
8570 Executive Park Avenue
Fairfax, VA 22031
customers@fairfaxwater.org
Phone (703) 698-5800
Fax (703) 466-6863

This form must be signed by the legal recorded property owner or authorized property manager.

Completion of this form is required to establish new Tenant Service. Tenant accounts will not be opened without a completed form and the required Lien Offset payment of \$190.00. (To be paid by the Tenant by cash, money order, or check payable to Fairfax Water - no credit cards accepted)

Service Address _____ Service Start Date _____

The following tenant(s) have entered into a lease agreement for the referenced service address and is(are) authorized to obtain services from Fairfax Water at this address as my tenant(s).

Please print the first and last name of each tenant on the lease agreement.

Tenant Name _____ Tenant Name _____

Tenant Name _____ Tenant Name _____

Tenant Contact Information

Phone (H) _____ (C) _____ Email _____

- *Lien Offset may be waived for tenants who receive need based local, state, or federal rental assistance. If your tenant receives rental assistance, please provide documentation with this form.*

Property owner information - Please provide first and last name, mailing address (different from the service address), and contact information.

Owner Name _____

Street _____

City _____ State _____ Zip Code _____

Email _____

Phone (H) _____ (C) _____

Signature _____ Print Name _____ Date _____
Property Owner or Authorized Agent

For more information, please visit www.fairfaxwater.org

Office Use Only

Lien Offset received Cash Check Money Order Lien Offset Waived

Amount Received \$ _____ Account Number _____ Received By _____

HOME AUTHORIZATION FORM

(To be completed by the legal recorded property owner or authorized property manager only)

Print and Mail or Fax Completed Form to:

LOUDOUN WATER
Attn: Customer Service
P.O. Box 4000
Ashburn, VA 20146
Fax: 571.223.2595

Completion of this form is **required** to establish service for a tenant occupying your property PRIOR to Loudoun Water providing water and sewer service.

Property Address: _____
Requested start date: _____
Tenant Name(s): _____

Tenants will be required to pay a Deposit of \$200 before new service will be provided. The Deposit will be held until the tenant's account is closed and then applied to the final bill. We are unable to waive the deposit unless the tenant receives rental assistance from local, state, or federal agencies and provides a written request including copies of qualifying support documents.

Property Owner Information

Name(s): _____

Mailing Address: _____

Email: _____

Phone numbers: _____

Signature: _____

As Homeowner of the above mentioned property I am providing the tenants information to confirm they have entered into a lease agreement with me to occupy the property. By completing this form I am authorizing the tenant to obtain services at this address and be added to the account for billing purposes. I understand a deposit will be collected and a Lien can be placed on the property if payment is not received. The property owner is ultimately responsible for payment of all outstanding charges in accordance with Virginia law (Section 15.2-5139, Code of Virginia).

Print Form





Revert-to-Owner (RTO) Agreement for Rental Property Owners or Agents

If you are a rental property owner or agent, you can request that electric service to designated properties be transferred to your name and continue without interruption when a tenant terminates service (as outlined in the specified conditions).

Just print, complete and fax or mail the attached Agreement. Make sure to list all the rental properties you want included in the Agreement.

Things to note:

- Unless you provide seasonal dates for the properties listed in the Agreement, transfers will be automatic.
- There will be a \$15.00 Service Initiation Charge each time electric service is transferred into the owner or rental agent's name.
- The agreement is effective as soon as we receive it.
- We will send you an Authorization Number to use when transacting business on the accounts covered by the Agreement.

If you have questions, e-mail us (customer_service@dom.com) or call us at **1-866-DOM-HELP** (1-866-366-4357).



Revert-to-Owner Agreement

Return this completed agreement to the address shown at the bottom or fax to 1-800-362-0658.
Please keep a copy for your records.

Fill in the following required information:

Print Owner/Landlord Name _____ Title _____

Daytime Phone _____ Daytime Fax _____

Landlord's Home or Business Address _____

Employer _____ E-mail Address _____

DBA(doing business as - Company name) _____

Social Security Number or Tax ID Number _____

WHEREAS: In the accompanying list below, please place the following service locations into the name of _____, to be hereinafter referred to as "Landlord" who is the owner or rental agent of rental units (the location of said units are indicated on the list enclosed with this application) receiving service from Dominion Virginia Power and:

WHEREAS: Landlord wishes to maintain continuous electric service at such locations during periods when such units are unoccupied:

NOW, THEREFORE, in consideration of mutual agreements herein:

1. Landlord agrees to be responsible for the payment of all electric service rendered during such periods when the service is in the Landlord's name. Delinquency of Landlord's bill could result in termination of this agreement. Dominion Virginia Power will notify the Landlord in writing of such action. In such event, Dominion Virginia Power may refuse to provide this automatic transfer service to the Landlord in the future.
2. Dominion Virginia Power will supply an Authorization Number in writing. It must be provided when transacting business on the accounts covered by this agreement.
3. Landlord agrees to provide Dominion Virginia Power upon request, the forwarding address of all prior tenants, if the Landlord has such forwarding addresses.
4. Dominion Virginia Power agrees to continue its service at such locations and to transfer the billing for interim periods when such premises are unoccupied to Landlord in accordance with this agreement.
5. It is mutually understood and agreed that the sole purpose of this agreement is to maintain continuity of service at rental property of Landlord in the event departing tenant orders Dominion Virginia Power to discontinue service.
6. It is further mutually understood that this agreement does not cover discontinuance of service resulting from lack of identification or credit references, failure to pay bad debt or security deposit at time of tenant turn on, or non-payment of electric billings, i.e., if tenant is delinquent in paying his/her electric bills, service may be discontinued without notice to the landlord. This agreement does not extend obligations of Dominion Virginia Power to Landlord beyond those provided by law.
7. The Landlord agrees to promptly notify Dominion Virginia Power in writing when he or she, wishes to change the billing address for this agreement, sells the property (ies) or ceases to operate the covered rental units, needs to add or delete properties, change the Authorization Number or discontinue this agreement. In addition, any request for turn-off of electric service at the specific rental unit already transferred into the Landlord's name, whether temporary or permanent, must also be in writing or faxed to 1-800-362-0658.

Continued on next page

Revert-to-Owner Agreement - Page 2

If applicable, seasonal dates for this agreement: FROM: _____ TO: _____.

All service addresses to be included in this agreement are (attach separate sheet, if necessary):

Address _____

City _____ State _____ Zip code _____

Following a transfer, please mail the bills to the following billing address:

Recipient's Name: _____

Address _____

City _____ State _____ Zip code _____

*Signature _____ Date _____

Sole Proprietors must sign. Corporations require a corporate officer's signature. Partnerships require a general partner's signature.

Mail form to:

ATTN: RESEARCH & RESOLUTION
DOMINION VIRGINIA POWER
7500 WEST BROAD STREET
RICHMOND, VA 23294-3600

PROPERTY OWNER AGREEMENT

For Natural Gas Accounts just

WHEREAS: _____, hereinafter referred to as "Landlord" is the owner of one or more rental units as identified on Exhibit "A" ("Owner Units") attached hereto and made a part hereof, receiving service from Columbia Gas of Virginia, Inc. ("Columbia") and;

WHEREAS, Landlord wishes to maintain continuous gas service to such Owner Units upon and after the effective date of a service disconnect ordered for any of such Owner Units and during the period when any of such Owner Units are not occupied by current Columbia customer(s);

NOW THEREFORE, in consideration of the mutual agreements contained herein;

1. Landlord agrees to be responsible for the payment for all gas service rendered to Owner Units during such periods when the service is in the Landlord's name, upon the effective date of a disconnect ordered by a tenant and continuing up to the connect date for the initiation of natural gas service established by Columbia for a new tenant, when such new tenant makes application for service with Columbia.
2. Landlord agrees to provide Columbia complete and entire access to each Owner Unit when a tenant vacates.
3. Landlord agrees to provide Columbia, when available and upon request, the forwarding addresses of all prior tenants for each Owner Unit.
4. The Landlord is required to notify Columbia if any of the Owner Units are sold, in order for Columbia to remove the account (s) for such Owner Units from this Agreement. If such notification is not made, the Landlord agrees to be responsible for the payment for all gas service rendered under this Agreement until this Agreement is cancelled or amended in writing.
5. Columbia agrees to continue its service to such Owner Units, in compliance with its tariff and subject to Landlord's obligation to properly maintain customer service and house lines, and to transfer to Landlord the billing upon the effective date of a disconnect ordered for such Owner Unit or when such Owner Unit is not occupied by a current Columbia customer in accordance with this Agreement.
6. It is mutually understood and agreed that it is the purpose of this Agreement to maintain continuous natural gas service at Owner Units in the event of what would otherwise be the discontinuance of service by reason of a disconnect placed by a tenant, and that this Agreement does not extend to discontinuance of service by reason of non-payment by a tenant, nor will Columbia notify said Landlord of same unless required by law to do so, nor extend the obligations of Columbia to the Landlord beyond those provided by law.
7. Landlord agrees to provide the complete address, including city and state, of all properties, to be covered under this Agreement.
8. Columbia reserves the right to cancel this Agreement upon written notification as a result of a delinquent balance for any such Owner Units covered by this Agreement in Exhibit "A".
9. All property listed in Exhibit "A" will be binding to this Agreement upon receipt of completed and signed Agreement in Columbia's offices.
10. This Agreement shall be subject to the terms and conditions of Columbia's tariff, as well as all applicable laws and regulations affecting natural gas service in the state of Virginia.

Property Owner

Month Day Year

COLUMBIA GAS VIRGINIA, Inc.

Completed By

Effective Date



Exhibit "A"
LISTING OF ACCOUNTS COVERED BY
PROPERTY OWNER AGREEMENT

MAIL BILLS TO:

NAME _____ SS# OR TAX ID# _____

HOME ADDRESS _____

MAILING ADDRESS (if different from home address) _____

PHONE NUMBER _____ BUSINESS PHONE _____ E-MAIL ADDRESS _____

IN MY ABSENCE CONTACT _____ PHONE NUMBER _____

TO GAIN ENTRANCE TO MY PROPERTIES FOR TRANSFER OF BILLING. _____

ADDRESS	APT NO	CITY	STATE	<i>(Office Use)</i> PSID NUMBER



PWCSA OWNER AUTHORIZATION FOR NEW TENANT

Property/Service Address: _____

Date Lease Effective: _____

New Tenant (Please list the full names of all tenants on your lease):

(Print Name)

(Social Security Number if available)

(Print Name)

(Social Security Number if available)

(Print Name)

(Social Security Number if available)

(Print Name)

(Social Security Number if available)

- Owner authorization to waive Service Authority Advance Payment requirement from tenant due to the tenant's receipt of need-based rental assistance from local, state or federal agencies. ** Supporting documentation must be provided and attached to this authorization form. ***
- Owner authorization to waive Service Authority Advance Payment requirement from tenant with owner's acknowledgement of the Service Authority's right to place a lien if the final bill remains unpaid.*

Property Owner: _____

Mailing Address: _____

Social Security Number: _____ Email: _____

Home Phone: _____ Cell Phone: _____

The above person/persons have entered into a lease for the above property and is/are authorized to obtain water and sewer services at this address from Prince William County Service Authority as my tenant/tenants.

(Signature of Owner)

(Date)

Please return this authorization form to PWCSA Customer Service:

Mail: PWCSA
Attn: Auth
PO Box 2266
Woodbridge, VA 22195-2266

Email: CustomerService@pwcsa.org

In Person: 4 County Complex Court
Woodbridge, VA 22192

Fax: 703-335-8949



Mold Guidelines

Import rules to understand in Virginia regarding MOLD

Please see our Mold Addendum required on all Leases.

§ 55-248.11:2. Disclosure of mold in dwelling units.

As part of the written report of the move-in inspection required by § 55-248.11:1, **the landlord shall disclose whether there is any visible evidence of mold in areas readily accessible within the interior of the dwelling unit. If the landlord's written disclosure states that there is no visible evidence of mold in the dwelling unit**, this written statement shall be deemed correct unless the tenant objects thereto in writing within five days after receiving the report. If the landlord's written disclosure states that there is visible evidence of mold in the dwelling unit, the tenant shall have the option to terminate the tenancy and not take possession or remain in possession of the dwelling unit. If the tenant requests to take possession, or remain in possession, of the dwelling unit, notwithstanding the presence of visible evidence of mold, the landlord shall promptly remediate the mold condition but in no event later than five business days thereafter and re-inspect the dwelling unit to confirm there is no visible evidence of mold in the dwelling unit and reflect on a new report that there is no visible evidence of mold in the dwelling unit upon re-inspection.

Title 8.01 of the Code of Virginia contains the civil remedy and procedure provisions for the duty of landlords and managing agents regarding visible mold.

DEFINED IN THE CODE "Visible evidence of mold" means the existence of mold in the dwelling unit that is visible to the naked eye by the landlord or tenant in areas within the interior of the dwelling unit readily accessible at the time of the move-in inspection.

DEFINED IN THE CODE "Mold remediation in accordance with professional standards" means mold remediation of that portion of the dwelling unit or premises affected by mold, or any personal property of the tenant affected by mold, performed consistent with guidance documents published by the United States Environmental Protection Agency, the U.S. Department of Housing and Urban Development, the American Conference



of Governmental Industrial Hygienists (the Bioaerosols Manual), Standard Reference Guides of the Institute of Inspection, Cleaning and Restoration for Water Damage Restoration and Professional Mold Remediation, or any protocol for mold remediation prepared by an industrial hygienist consistent with said guidance documents.



Forms

 **Circle**
Property Management
ACH Deposit Landlord

I hereby authorize Circle Property Management to present recurring ACH deposits to the account identified below. Transactions will show up on your account as Circle Property Management

Login to your tenant portal for more information www.circlepropertymanager.com

Enter your account information AND attach a voided check or deposit slip.

Name of Owner

Bank Name

Bank Phone#

My Rental Property Address

My Bank Routing Number _____ (always 9 digits)

My Bank Account Number _____

Account Owner Signature

Date

Print Name

Phone

Attach Voided Check on this page:





Additional insured provision in your property management agreement.

One of the most important aspects of being a landlord is managing risk to you and or your asset. The greatest risk an owner takes as a landlord is being improperly or inadequately insured for risk.

Circle Property Management as part of our risk management strategy requires Landlords to carry an insurance policy appropriate to the subject property which names Circle Property Management as the additional insured. Please note we have not seen nor heard of a "homeowner's policy" (owner occupied insurance policy) name a third party as an additional insured. However, a Landlord insurance policy is written to provide the additional insured coverage, as well as, lost rent, etc.

Also, if the owner has a homeowner's policy and there is a claim, the insurance company may deny the claim because you have the wrong coverage.

Please make sure you have the correct insurance coverage.

The "additional insured" provision in the management agreement is an important to protect you from denied claims.

1. If there is a claim filed against the property, the plaintiff is going to sue both of us (owner and agent)! The additional insured clause makes it so that the property manager's insurance (coverage) policy and the owner's insurance (coverage) policy will work cooperatively in the defense of the litigation.

2. If your insurance will not name the property manager as an "additional insured" and it is a landlord insurance policy, I recommend that you may want to have a different insurance company.

Landlord

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
-				-					
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



Repairs & Oversight Policy

	A La Carte	Flat Fee	Turn-Key
Vendor Supervision & Repairs	Call us when you need us and we send a property manager to supervise a vendor	We include 4 property site visits per year for vendor supervision. (No time limit)	We include un-limited site visits for vendor supervision.
Repair / Maintenance Fees	Our charges for a site visit to supervise a vendor: \$75.00 per hour.	We do not charge for maintenance oversight or site visits up to 4 visits per year. When we exceed 4 visits our hourly charge is \$75.00 per hour.	No Charge.
On-Line Repair work order Tracking.	Yes (only when we supervise)	Yes (With repair account)	Yes (With repair account)
Maintenance management fee for preparation of documents and paying the Vendor.	10% processing fee (only if we are paying the vendor.)	10% processing fee after 4 site visits. No Charge for repairs up to \$4,500 on first 4. We charge 10% of renovations in excess of \$4500, No charge for HVAC or Roof replacement	No Charge for repairs up to \$4,500. We charge 10% of renovations in excess of \$4500, No charge for HVAC or Roof replacement.
Repairs made by a property manager when a site inspection is made (small repairs only) (When a manager is dispatched onsite to evaluate the repair requirements)	Charges at our regular hourly rate apply	\$75.00 flat fee	\$75.00 flat fee
Exterior maintenance prior to Tenant Occupancy.	\$45.00 per vendor (No onsite inspections)	\$45.00 per vendor	No Charge
Electronic monitoring Must have power and an active phone line.	\$275 set up	\$200 set up	\$125.00 set up
ACH Electronic Deposit of Rental Income	.035 per deposit (\$3.50 per \$1000)	No Charge	No Charge
Vacancies less than 30 days	\$65 per week	2 weeks included	No Charge
Vacancies grater than 30 days.	\$65 per week	\$165.00 per month	\$125.00 per month

_____ Date: _____
Landlord Signature

_____ Date: _____
Landlord Signature

Circle Property Management LLC
9520B Lee Hwy
Fairfax, VA 22031
703-349-0144
www.circlepm.com



Sample Lease

RESIDENTIAL DEED OF LEASE VA

(This lease is a legally binding contract; if not understood, seek competent advice before signing)

This RESIDENTIAL LEASE ("Lease") is made on 4/10/2014 by and between, _____ ("Landlord") and _____ ("Tenant"), who acknowledge by their signatures below that in this real estate leasing transaction, The ("Listing Company") _____ represents Landlord, and the ("Leasing Company") _____ represents Landlord Tenant. In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord, the residence and all improvements, to include all fixtures, appliances, equipment and systems (the "Premises") described as follows:

Street Address: _____ City: _____, State _____, Zip _____
Subdivision: _____ County/City: _____ Parking Space # _____, and if applicable, Mail Box # _____
If a Condominium: Unit # _____, Condominium Name: _____, Storage Bin _____

2. LEASE TERM. The term ("Lease Term") will begin on _____ and end at 5 p.m. on _____. Lease Term shall be extended automatically as a month to month lease upon the same terms and conditions as set forth in Lease ("Extended Term"). If Lease is extended, not less than 60 days prior written Notice by either party shall be required to terminate Lease at the new end date. Extended term shall end on the last day of the month. OR Tenant shall vacate at the end of Lease Term unless Tenant and Landlord have agreed in writing to extend or renew Lease. Parties shall notify each other not less than 60 days prior to the end of the initial Lease Term if they wish to negotiate extending or renewing Lease. Should Tenant fail to vacate as scheduled, the per diem rate will double. A. Should Landlord and Tenant renew or extend the Lease a newly executed Lease or Amendment to original Lease must be completed no later than 60 days prior to the original Lease expiration or any extension thereof. Failure to complete the new Lease 60 days prior to the Lease expiration will result in the property being placed on the market for rent or sale in accordance with the terms provided herein and if Tenant fails to vacate Tenant will be subject to but not limited to double daily rent, expense of any incoming occupants and Agent costs for failure to vacate property, reasonable attorney's fees and costs and all costs incurred to reclaim the Premises and to rent the Premises to another tenant.

2 B. SUMMARY OF LEASE TERMS:

Commencement Date of Lease: _____ Lease Term Ends: _____
Monthly Rent: \$ _____
Per Diem Rent: \$ _____
Prorated Rent (for period from _____ to _____) \$ _____
Non-Refundable Lease Fee: \$ _____
Non-Refundable Pet Fee: \$ _____
Total Rent: \$ _____ (Rent may be increased pursuant to the terms of this Lease)
Late Fee: 10% of the total Monthly Rent \$ _____
Per Diem Late Fee: \$ _____
Move-In Security Deposit: \$ _____ Pet Deposit: \$ _____ Total Security Deposit: \$ _____

3. RENT. The total rent for the initial Lease Term shall be \$ _____ payable in monthly installments. The first full month's rent for _____ in the amount of \$ _____ shall be paid prior to occupancy and is payable in certified funds, cashier's check or money order. Monthly installments of \$ _____ are due in advance on the first day of each month beginning on _____, without notification, demand or deductions. If Lease begins on other than the first day of the month, the rent shall be prorated with \$ _____ due on _____ for the period of _____ through _____. Only one rent check will be accepted per property each month. "Rent" shall include all sums due and payable to Landlord or to any third party where the payment is for the benefit of Landlord, such as condo or home owner association dues or utilities that Tenant is obligated to pay, and for which a failure to pay may result in harm to Landlord or to the Premises.

4. LATE PAYMENT AND RETURNED CHECKS. Installments of Rent not received by Agent/Landlord on or before the due date are late and a default under this Lease. If any installment of Rent is not received by Agent/Landlord within 5 days from the due date, Tenant agrees

to pay an administrative charge of 10% of scheduled monthly rent. Tenant also agrees to pay Agent an administrative charge of 10% of scheduled monthly rent for each returned check plus a \$50.00 a return check charge. Agent/Landlord has the right to require that all payments be made by money order, cashier's check or certified check payable to Circle Property Management LLC

5. FAILURE TO PAY RENT. Tenant's failure to pay any installment of Rent, late charges, utilities, or HOA dues when due is a default under this Lease. If Tenant does not pay any of the foregoing obligations within 5 days after receipt of written Notice to cure, Agent/Landlord may terminate Lease and proceed to obtain possession in accordance with the law and seek such damages as are appropriate under Lease and Virginia Law. If not paid within 5 days after written notice by Agent/Landlord of non-payment and of intention to terminate this Lease, the Agent/Landlord may terminate this Lease, and unpaid rent for the entire remaining Lease Term shall become immediately due and payable. Upon termination, the Agent/Landlord shall be entitled to:

- A. Any damages to the property considered non-fair wear and tear, any Court costs and attorney's fees of 25% of the amount outstanding and/or amount of judgment awarded by court or a minimum of \$200,
- B. Once legal action has commenced, attorney fees will be due even if the action is terminated, unless it is otherwise agreed in writing by Agent/Landlord and Tenant, and other remedies provided by law.
- C. Fairfax County General District Court has jurisdiction for any litigation brought by the Tenant under this lease. Tenant is responsible for all of Landlord's actual attorney's fees if suit is brought in any Small Claims Court.

6. MANAGEMENT. ("Managing Agent"), Circle Property Management LLC or (CPM) is authorized to manage the Premises and collect Rent on behalf of Landlord and shall exercise all rights of Landlord under Lease. Office Address: 9520 Lee Hwy, Fairfax, VA 22031 Phone Number: 703-349-0144, Email: eric.g@circlepm.com

8. TRUTHFULNESS OF THE RENTAL APPLICATION. Tenant warrants that the statements made on the Rental Application ("Application"), which are made a part of Lease, are material representations that have been relied upon by Agent/Landlord. If any material facts in Application are untrue, Agent/Landlord shall have the right to: (a) terminate Lease, (b) hold Tenant liable for any and all damages to the Premises, (c) exercise all legal and equitable rights and remedies, and (d) recover

9. USES. Tenant will use the Premises solely as a single-family residence for only those adults and children listed on Application and those children born, adopted, or placed under the legal care of Tenant hereafter, and for no other purpose. No portion of the Premises shall be sublet or assigned without the prior written consent of Landlord. Occasional visits by guests, not to exceed 2 weeks during any consecutive 12 month period, are permitted without the prior written consent of Landlord. Tenant shall not use nor allow the Premises to be used for any disorderly or unlawful purposes and shall comply with all applicable laws, ordinances and Rules and Regulations of Agent/Landlord or Association. Lease may be terminated at the option of Agent/Landlord in case of any nuisance, excessive noise, disturbance or conduct offensive to any other occupant of the building or neighborhood. Tenant expressly agrees not to allow controlled substances or illegal drugs of any type or paraphernalia used in connection with such substances on the Premises. Agent/Landlord has the right to terminate Lease where an immediate threat exists that materially affects the health or safety of either Agent/Landlord or other tenants. For example, the sale or disposition of dangerous drugs or drug paraphernalia on the Premises shall be considered such an immediate threat. In such event, Agent/Landlord shall give Tenant written Notice of termination with the time of vacating to be commensurate with the urgency of the situation. Tenant shall vacate and surrender possession of the Premises to Agent/Landlord within the time period specified in the Notice of termination.

10. PETS. Tenant and/or Tenant's guests shall not keep pets on the Premises without the prior written consent of Landlord. Consent may be revoked if Tenant does not obey all Association requirements, Agent/Landlord's rules and regulations, and local laws. Tenant assumes all liability and responsibility for any and all damages caused by pet(s) and shall restrain or secure pets when access is needed. Written consent is hereby granted only for the pet(s) listed on the Application. Some limitations to the type of pet may apply to include but not limited to dog types that may have violent tendencies, Pit Bulls, Staffordshire Terriers, Dobermans, Rottweiler, Chows, or any similar breed or mixed breed.

UNAUTHORIZED PETS ON THE PROPERTY, WILL RESULT IN THE ENTIRE SECURITY DEPOSIT MAY BE FORFEITED AT THE OPTION OF THE LANDLORD AND BREACH OF LEASE, REGARDLESS IF ANY DAMAGE HAS OCCURRED OR THE LENGTH OF TIME THE PET IS IN THE PROPERTY.

If permission for the unauthorized pet is granted, a \$185.00 administrative fee payable to CPM will be due with an additional pet deposit. If Landlord does not grant permission for an unauthorized pet or if there is a violation of the lease due to a pet issue, Tenant will be given

written notification to correct the Lease violation. Failure to correct violation by specified date will result in the daily rent doubling until such violation is corrected. Tenant is responsible to confirm their compliance with all condominium or homeowner association rules concerning pet(s) prior to and during occupancy of property. Permission to keep pet(s) on the premises may be revoked at any time if the Tenant fails to comply with the provisions of the pet addendum, the law or rules and regulations, or in any way permits the pet to become a nuisance.

11. HOME OWNERS', CONDOMINIUM ASSOCIATION OR COOP. This property is subject to a Home Owner Association Condominium Association Cooperative. Tenant must obey the rules and regulations of the Association ("Association") which are available to Tenant. Tenant's failure to comply with the requirements and/or rules and regulations of Association shall constitute a breach of Lease. Tenant shall pay all costs incurred to cure such a breach. Lease grants Tenant the right to use the allowable common areas and facilities of Association for Lease Term, provided that Tenant pays any additional user fees. Agent/Landlord agrees to complete the necessary forms for Tenant to obtain or use Association recreation facilities and services. Tenant agrees to pay all move-in and move-out fees and elevator fees. Tenant acknowledges that the elevator will need to be reserved during Tenant's move-in and move-out. Tenant will call Association at Phone Number to schedule the move. Moving days and hours may be restricted. Tenant will comply with all maintenance programs of Association and provide access for contractor inspections. Tenant agrees to register cars, bicycles and pets with Association, as required.

Association Name:

Contact Information:

12. VEHICLE PARKING. No motor vehicle, trailer or motorcycle shall be parked on the Premises without current license plates and jurisdictional stickers. All such vehicles must be in operating condition. Vehicles may be parked only in garages, driveways, assigned spaces, along the street, or as required by the Association rules or by local law.

13. UTILITIES AND SERVICES. Tenant must make any required deposits and pay for the following utilities and services: water sewer gas electricity trash removal lawn service security system other _____ during Lease Term. Landlord certifies to Tenant that any fuel tank(s) are or will be full at the beginning of Lease Term. Tenant agrees to purchase utility service from _____, as elected by Landlord. Prior to the release of the Security Deposit, Tenant shall provide to Agent/Landlord proof of payment of final utility bills.

14. LANDLORD MAINTENANCE. Except as otherwise noted, Landlord shall maintain the Premises in good repair and tenantable condition and shall be responsible for repairs not due to the fault or negligence of Tenant.

15. FIXTURES AND APPLIANCES. Landlord shall provide as part of the Premises all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, installed wall-to-wall carpeting, and smoke and heat detectors, and those items listed below. Any fixtures and appliances provided in "As-Is" condition need not be repaired, replaced or maintained by Landlord. Those items listed "As-Is" are provided in as-is, where-is condition, with any existing faults. **Other:** Carpet and window treatments are as-is
Appliances: "As-is" Appliances:

16. SMOKE AND CARBON MONOXIDE DETECTORS. Landlord certifies to Tenant that smoke detector(s) have been installed in accordance with the law. Tenant must check smoke detector(s) periodically during the tenancy replace batteries as needed and report any malfunctions in the smoke detector(s) to Agent/Landlord in writing. Within 5 days of receipt of written Notice from Tenant that a smoke detector is defective, Landlord, at Landlord's expense, shall provide for the service, repair or replacement of smoke detectors. Tenant has the right to install carbon monoxide detector(s) at Tenant's sole cost and expense in accordance with the law. Tenant shall not remove or tamper with a properly functioning carbon monoxide detectors or smoke detectors, including removing any working batteries, so as to render the detector inoperative. Agent/Landlord is not responsible in any way for the installation or use of a carbon monoxide detector installed by Tenant, and Tenant agrees to indemnify and hold Agent/Landlord harmless from any and all claims or losses arising from the installation or use of the carbon monoxide detector.

17. SECURITY DEPOSIT. Prior to the beginning of Lease Term, Tenant shall deposit the sum of \$ _____ ("Security Deposit") to be held by Circle Property Management LLC who will place in a federally insured depository and retain any accrued interest. Security Deposit is to ensure Tenant's full compliance with all provisions of Lease, including but not limited to, Tenant obligations with respect to property damage caused by Tenant, guests, and/or pets. Tenant shall pay the costs of repairs, replacements or Landlord's other damages that exceed Security Deposit. Tenant cannot use Security Deposit for any payment of rent or other obligations. If Tenant fails to comply with any provisions of Lease, Agent/Landlord may use any part of or retain all of Security Deposit for the payment of the following: Rent, any

unpaid late or other charges, utilities, or any amount Agent/Landlord may expend because of Tenant's noncompliance with Lease, including any damages or deficiency in the rental of the Premises, whether accruing before or after re-entry by Agent/Landlord. Within 45 days after the termination of the tenancy and Tenant's vacating the Premises, Agent/Landlord shall return Security Deposit to Tenant, less any deductions, provided Tenant has performed all obligations under Lease, returned all keys, passes and documents, and surrendered the Premises in the same condition as at the beginning of Lease Term, except for reasonable wear and tear. Within 30 days after termination of the tenancy and Tenant's vacating the Premises, Agent/Landlord shall provide an itemized statement of estimated deductions to be charged against Security Deposit. Unless proof of payment of final utility bills has been provided to Agent/Landlord, a minimum of \$500.00 may be withheld from Security Deposit to pay any unpaid utility bills. If during Lease Term, including any extension or holdover, any part of Security Deposit is used by Agent/Landlord in accordance with the terms of Lease or applicable law, Agent/Landlord shall provide notification to Tenant of such use and shall provide an itemized list of charges within 30 days. Tenant shall immediately deposit with Agent/Landlord a sum equal to the amount used so that the full Security Deposit is on hand at all times during Lease Term. The pet deposit may be used to pay for non-pet related damages exceeding the amount of the security deposit. The Tenant assumes all liability and responsibility for any and all damages to the exterior or interior caused by said pet(s) including but not limited to having the carpets inspected by a professional carpet cleaner, Restoration Company or CPM to assess the extent of any damage from odor and/or urine stains. Based on the recommendation of treatment, Tenant will be responsible for deodorizing, cleaning, replacing padding and/or carpeting, sealing floors and/or walls. This includes but is not limited to scratched and/or chewed doors, woodwork, floors or carpet. There will be no depreciation of carpeting/padding or flooring should replacement be necessary due to pet damage. Damage to the exterior includes but is not limited to trees, lawns, shrubs, garden, plants, bushes, fencing and any damage done to the structure of the house. Tenant is also responsible for the cost to de-flea and de-tick the premises by a professional exterminator at the termination of the tenancy as well as having the carpets professionally cleaned. Tenant shall provide a paid receipt evidencing such professional services. Depending upon the nature and scope of any damage, the final cost to repair the damages may not be available within 30 to 45 days of vacating. Agent/Landlord will work to resolve the problems as quickly and cost effectively as possible. Once completed, Tenant will be provided a final closing statement and documentation. Agent/Landlord is under no obligation to use Tenant's contractors to perform any of the above referenced work.

18. MOVE-IN INSPECTION. Within 5 days after the beginning of Lease Term, Agent/Landlord shall submit a written report to Tenant itemizing the condition of the Premises at occupancy including the identification of any visible evidence of mold. This report is for information only and does not constitute an agreement to decorate, alter, repair or improve the Premises. Any request for repairs must be submitted separately in writing to Agent/Landlord. This report shall be deemed correct unless tenant submits additional items in writing to Agent/Landlord within 5 days after receipt of the report. If Tenant does not object to any item on Agent/Landlord's disclosure report, then Tenant thereby agrees that the written report is deemed to be correct.

19. TENANT OBLIGATIONS. Throughout Lease Term, Tenant must keep Agent/Landlord informed of Tenant's telephone numbers. Tenant shall not destroy, deface, damage, impair, or remove any part of the 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 family, guests, employees or pet(s). Tenant is responsible for:

- A. Maintaining the 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. Tenant must drain outside water spigots each fall. In the event the 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.).
- C. Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters at least every 2 months.
- D. Clearing of all drains and toilets and maintaining 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.
- E. Maintaining the Premises in such a manner as to prevent the accumulation of moisture and the growth of mold. Tenant shall promptly Notify Agent/Landlord in writing of any moisture accumulation or visible evidence of mold.
- F. Cutting, watering and maintaining the lawn and pruning shrubbery; promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, drains and grounds free of leaves and other debris.
- G. Promptly reporting in writing to Agent/Landlord any defect, damage, or breakage. Failure to report shall make Tenant liable for the repair of any additional damage. This provision does not require Agent/Landlord to repair or correct such defects, breakage, malfunction 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 enter the Premises to make the repair.

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

J. Controlling and eliminating household pests including but not limited to fleas, ticks, bed bugs, roaches, silverfish, ants, crickets, and rodents during occupancy. Upon vacating the Premises, Tenant shall be responsible for the costs of the elimination of all such pests and vermin.

K. Providing notification to Agent/Landlord if Tenant intends to be absent from the Premises for more than 14 days. If Tenant fails to Notify Agent/Landlord, Agent/Landlord may consider the Premises abandoned.

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

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

N. Providing a copy of the court order to Agent/Landlord if a Tenant is granted possession of the Premises by a court of competent jurisdiction to the exclusion of any other Tenant or occupant, or provide a key to any locks that are changed and/or security codes to any devices installed on the Premises.

20. LANDLORD CONSENT REQUIRED. Tenant is required to submit a written request, including any plans for restoration, to Landlord and obtain Landlord's written consent for any of the following:

A. Remodeling, making any structural change, alteration, addition, or decoration, including without limitation, wallpapering and painting.

B. Installing, attaching, removing, or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antenna or satellite dish, wood burning stoves, fireplace inserts or kerosene heaters.

C. Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hanger nails, which are permitted).

D. Affixing any object containing an adhesive backing to any surface or attaching plant hooks to the ceiling.

E. Re-keying locks, installing additional locks or security systems. Tenant must provide Landlord, and Association where required, with a duplicate of all keys and instructions on how to operate all locks and/or systems.

F. Installing iron safes, water beds, aquariums over 20 gallons, or any extra-heavy objects as reasonably determined by Landlord.

21. INSURANCE REQUIREMENTS. Throughout Lease Term, Tenant shall maintain an insurance policy with evidence of liability insurance against all claims on account of personal injury, personal property, and property damage for which the Tenant may, as a result of use or occupancy of the Premises and of any facilities or common elements of the Owners' Association, become liable with limits of not less than \$300,000 with respect to bodily injury to or death of any person(s), arising out of any occurrence, and \$50,000 per occurrence with respect to any instance of property damage and Tenant's personal property and names Agent/Landlord and Managing Agent as additional insured. Tenant shall provide Agent/Landlord with a certificate of such insurance prior to occupying the Premises. Tenant will do nothing and permit nothing to be done on or about the Premises that will increase the cost of or cause the cancellation of any fire or other insurance policy covering the Premises. All of Tenant's personal property located or stored at the Premises shall be at Tenant's sole risk. Tenant shall indemnify and hold harmless Agent/Landlord from any loss or damage to such personal property. Agent/Landlord and/or Association shall not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises. If Tenant fails to provide a certificate of insurance, Agent/Landlord may obtain a policy covering Tenant's personal property and liability coverage. The cost shall be added either to the monthly Rent or paid by Tenant as billed.

22. COSTS OF ENFORCEMENT, WAIVER OF EXEMPTIONS, SEVERABILITY AND STATUTORY REQUIREMENTS.

A. Tenant shall pay all costs, expenses, fees, and charges incurred by Agent/Landlord in enforcing, by legal action or otherwise, any of the provisions of Lease, including the payment of reasonable attorneys' fees, and Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of Lease.

B. If Tenant fails to perform any of the provisions of Lease (other than failure to pay Rent when due), or upon abandonment of the Premises, Agent/Landlord shall give written Notice to Tenant specifying the particular non-compliance and Agent/Landlord may terminate Lease not less than 30 days after Tenant's receipt of such Notice unless Tenant remedies the noncompliance within _____ days in a manner acceptable to Agent/Landlord. In addition to any costs of enforcement, Agent/Landlord shall be entitled to possession of the Premises, rents and other fees due, as well as rents due for the entire remaining Lease Term and any other rights or remedies to which it is entitled at law or in equity. If Agent/Landlord does not pursue Lease termination when non-

compliance is noted or accepts additional rents, such actions do not constitute a waiver or acceptance of the non-compliance. Agent/Landlord reserves the right to take future action against non-compliance.

C. No waiver of any breach of any part of Lease, or compromise or settlement relating to such a breach shall operate as a waiver of the provision itself, or any later breach.

D. All individual provisions in Lease shall be severable. If any one or more such provision is determined by any court or administrative body to be unenforceable, or to be in conflict with any law of any applicable jurisdiction, such determination shall have no affect whatsoever on the remaining provisions of Lease.

E. In the event that the provisions of any applicable statute apply to Lease and are inconsistent with the provisions of Lease, the provisions of the applicable statute shall control and Lease shall be deemed to be amended to comply with such provisions.

23. ACCESS TO PREMISES. Agent/Landlord or designated representative(s), upon reasonable notification to Tenant and at reasonable times, may enter the Premises in order to do any of the following:

(a) inspect the Premises, (b) make necessary or agreed upon repairs, decorations, alterations, or improvements, (c) supply necessary or agreed services. Whenever possible Agent/Landlord shall arrange for contracted workers to coordinate with Tenant the time and date when workers may enter the Premises in order to accomplish repairs or services. It then shall be Tenant's responsibility to ensure that these workers have access to the Premises at a time and date convenient to both Tenant and workers during the regular business hours of the firm doing the work. If Tenant refuses to allow or prevents access, Tenant shall bear any additional expense, such as after-hours or overtime fees, incurred by Agent/Landlord. Refusal of Tenant to allow access is a breach of Lease. Agent/Landlord may take legal action to compel access or may terminate Lease. In either case, Agent/Landlord may recover actual damages sustained and reasonable attorneys' fees. In an emergency, where it is impractical for Agent/Landlord to give reasonable notification to Tenant of Agent/Landlord's intent to enter the Premises, or in case the Premises have been vacated, abandoned, or surrendered by Tenant, the Premises may be entered by Agent/Landlord or designated representative(s) without notification and without the consent of Tenant. In addition, Agent/Landlord may (a) place a "For Sale" or "For Rent" sign upon the Premises and a REALTOR® Lockbox/Key safe; (b) upon reasonable notification to Tenant and at reasonable times, to show the Premises to prospective purchasers 90 days prior to the end of Lease Term or to prospective tenants 60 days prior to the end of Lease Term; and (c) upon reasonable notification to Tenant and at reasonable times show property to prospective purchasers at any time within Lease Term by appointment. Buyer agents and tenant agents are authorized to show the Premises under this section. Tenant will remove or secure any pet(s) on the Premises when property is to be shown or when repairs are scheduled.

24. TRANSFER OF LANDLORD. (Check if applicable) Landlord resides away from the Washington metropolitan area at the time that Lease is entered into. It is agreed that if Landlord is transferred back to the Washington Metropolitan area by Landlord's employer or is discharged from active duty with the Armed Forces of the United States or with the National Guard, and that Landlord wants to reside in the Premises, then Landlord shall have the right to terminate Lease by giving Tenant at least _____ days Notice in writing where upon Tenant shall vacate and surrender possession of the Premises to Landlord within the termination time period.

25. TRANSFER OF TENANT.

A. Under the Service members Civil Relief Act of 2003 ("SCRA"), as it may be amended from time to time, and under Virginia law, a tenant who is a member of the United States Armed Forces or of the National Guard serving full-time duty, or a Civil Service technician with a National Guard Unit ("Military Tenant") has the right to terminate Lease if such Military Tenant (a) receives orders to depart 35 miles or more (radius) from the Premises either for a permanent change of station or for temporary duty for more than 3 months, (b) is discharged or released from active duty or from full-time duty or technician status, (c) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters, or (d) after entry into military service. The Military Tenant may terminate Lease by serving Agent/Landlord with written Notice of termination stating the date when termination will be effective. The date of termination shall not be less than 30 days after the first date on which the next rental payment is due after the date on which the written Notice is delivered. In addition, the termination date shall not be more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Military Tenant shall attach to Notice of termination a copy of the orders, official notification of orders, or a signed letter from the commanding officer confirming the orders.

26. LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT. If Landlord is unable to deliver possession of the Premises to Tenant on the commencement date of Lease through no fault of Agent/Landlord, Agent/Landlord shall not be liable to Tenant for any damages other than to rebate any rent paid by Tenant for such portion of the Term during which the Premises are not delivered to Tenant. If Agent/Landlord cannot deliver possession of the Premises or provide Tenant with an alternative residential dwelling unit acceptable to

Tenant within 15 days after the commencement date of Lease, then Lease may be terminated by either Agent/Landlord or Tenant by giving Notice to the other as provided herein.

27. EARLY TERMINATION OF OCCUPANCY. Except as provided herein, Tenant shall not be released from liability for rent and other charges due under Lease unless Agent/Landlord agrees in writing to release Tenant from such liability. Tenant's vacating the Premises prior to the end of Lease Term will not cancel any claims Tenant or Agent/Landlord may have arising out of events occurring during Lease Term or during any holdover by Tenant.

28. BANKRUPTCY. Subject to the requirements of the applicable law, in the event Tenant is adjudicated as bankrupt, (or makes an assignment for the benefit of creditors), then Lease, at the option of Landlord, shall terminate upon 30 days written Notice and the Premises shall be surrendered to Landlord, who reserves the right to repossess the Premises subject to the applicable provisions of law.

29. CONDEMNATION. In the event that the Premises or any part of the Premises are taken by any authority exercising the power of eminent domain, Lease shall terminate as of the date possession shall be taken by the condemning authority. Tenant waives all claims against Agent/Landlord or any condemning authority due to the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award that Agent/Landlord may receive.

30. DEATH OF A TENANT OR LANDLORD. A. Sole (or all) Tenant's death: Lease is automatically terminated and Rent is due to Landlord through the end of the following month. Landlord, within 30 days after Tenant's death (or within 30 days of Landlord's actual knowledge of Tenant's death, if later) shall give Tenant's estate or personal representative written Notice terminating Lease and stating Tenant's death as the reason for termination.

B. Death of one (but not all) Tenants: Lease may be terminated by any party (Landlord, remaining Tenant(s), or the deceased Tenant's estate), by giving 60 days written Notice (90 days written Notice if Lease Term is more than 1 year) and a copy of the death certificate to the other party. Notwithstanding the forgoing, a surviving Tenant or a deceased Tenant's estate may terminate Lease as soon as 30 days after giving written Notice and the required death certificate. This right to terminate Lease must be exercised by any party within 30 days after Tenant's death.

C. Death of Landlord (whether one or more): Lease may be terminated by the remaining Landlord or Landlord's estate, by giving 60 days written Notice (90 days written Notice if Lease Term is more than 1 year) and a copy of the death certificate to Tenant. This right to terminate Lease must be exercised within 30 days after Landlord's death.

31. FIRE OR CASUALTY DAMAGE. In the event the Premises are damaged by fire or casualty Tenant must promptly Notify Agent/Landlord. If Landlord determines that the damage does not render the Premises substantially impaired or in need of repairs requiring Tenant to vacate the 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 Landlord determines that the Premises are uninhabitable, Lease shall automatically terminate. If Landlord reasonably believes that the fire or casualty was caused by Tenant, or Tenant's family, guests, employees or pets, Tenant shall not have the right to terminate Lease and Tenant shall be liable for Rent through Lease Term.

32. SALE TO TENANT. Tenant is notified that there may be a commission due under a separate brokerage agreement if Tenant should purchase the Premises. This paragraph does not give Tenant an option or right to purchase the Premises.

33. MOVE-OUT INSPECTION. Tenant has the right to be present at the inspection. Agent/Landlord, within 5 days of receipt of Notice of the Tenant's intent to vacate the Premises, shall make a reasonable effort to advise Tenant of the right to be present at Agent/Landlord's inspection of the Premises, which will take place within 72 hours after Tenant's departure. Tenant shall advise Agent/Landlord in writing of the intent to be present at the inspection. If Tenant fails to make such a request Agent/Landlord will proceed to do the move-out inspection without Tenant being present. The inspection is made to determine what portion of the Security Deposit will be returned to Tenant and whether Tenant may be liable for damages exceeding the amount of Security Deposit. Prior to the inspection, Tenant shall:

- A. Have carpets, gutters and chimney(s) cleaned by a professional company acceptable to Agent/Landlord and provide copies of all paid receipts.
- B. Have the Premises professionally treated for fleas and ticks if pets have been present and provides a paid receipt.
- C. Eliminate all household pests and vermin from the interior of the Premises.
- D. Install clean air filters on furnace and air conditioning units. Provide evidence from the company selected by Landlord that the fuel tank(s) are refilled.

- E. Ensure that the Premises, including kitchen, baths and all appliances, floors, walls and windows, are thoroughly cleaned, that grass is cut and trash is removed.
- F. Have all light bulbs and smoke detectors in working order.
- G. Return all keys, garage door openers, passes and documents provided.

34. SUBORDINATION. Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting the Premises or the building in which the Premises are located and any modifications, renewals, extensions or replacements to such mortgages or deeds of trust. Although the subordination provision of this section shall be deemed automatic, Tenant shall, within 5 days after the request, execute any documents requested by Landlord to confirm such subordination. If Tenant fails to do so, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute the documents on behalf of Tenant.

35. NOTICE. Any Notice ("Notice", "notice" or "Notify") provided for or permitted in Lease to be given by one party to the other shall be in writing and shall be delivered either by U.S. mail, return receipt requested, or by hand delivery and shall be deemed to have been delivered either 3 business days after the date mailed, or the date such Notice is hand delivered.

36. 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 is especially harmful to young children and pregnant women. The Premises were not OR were built before 1978. If built before 1978, the Lead Based Paint Disclosure and EPA information book "Protect Your Family from Lead in Your Home" are attached.

37. MISCELLANEOUS. The conditions contained in Lease are binding on, and may be legally enforced by the parties, their heirs, executors, administrators, successors and permitted assigns, respectively. The captions and headings are for convenience of reference only. Lease contains the final and entire agreement of the parties and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained in Lease. Any provision of Lease may be modified, waived or discharged only in writing signed by the party against which enforcement of such modification, waiver, or discharge is sought. Wherever the context requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include the other gender. Any provision of Lease that requires the payment of "attorney's fees" or "reasonable attorney's fees" shall only be valid to the extent permitted by law.

38. COUNTERPARTS. Lease may be executed in any number of copies or by facsimile, or email, each of which shall be considered an original but all of which together shall be the same Lease.

39. ATTACHMENTS. The following are attached and made a part of Lease:

40. DIPLOMATS. Lease is void if Tenant is the head of a diplomatic mission or a member of the diplomatic staff of a mission, or a family member of a diplomatic staff of a mission, or administrative and technical staff or their family which entitles them to the diplomatic immunity accorded to such persons under the Vienna Convention on Diplomatic Relations unless the diplomatic immunity accorded by law has been waived in writing by an authorized representative of the sending government. Tenant represents to Agent/Landlord that he/she is OR is not such a person.

41. WAIVER OF RIGHT TO TRIAL BY JURY. Both Landlord and Tenant hereby waive the right to trial by jury in any action, proceeding or counterclaim brought by either party against the other arising out of or in any way related to Lease.

42. DISCRIMINATION. Landlord and Managing Agent shall abide by all applicable Fair Housing Laws and Regulations.

43. STATUTORY NOTICE TO TENANT. Tenant shall exercise whatever due diligence Tenant deems necessary with respect to information concerning sex offenders registered under Chapter 9 of Title 9.1 of the Code of Virginia. Such information may be obtained by contacting the local police department or the Department of State Police, Central Records exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

44. ADDITIONAL TERMS.

45. Occupants

46. Fixtures and Appliances

Provided			As Is	Provided			As Is	Provided			As Is
Yes	NO	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stove Range	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot Tub
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cook Top	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	De-Humidifier
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall Oven (s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn Sprinkler
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Built-I Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic Air filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Auto Garage Door
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exhaust Fan (s) #	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window AC #	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garage Door Opener #
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator (s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ice Maker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Cover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Carpeting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Treatments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

TENANTS SIGNING LEASE SHALL BE JOINTLY AND SEVERALLY LIABLE.

IN WITNESS WHEREOF, the parties have executed this Lease:

Date LANDLORD (or duly authorized agent)

Date LANDLORD (or duly authorized agent)

Date TENANT

Date TENANT

Date TENANT

Date TENANT

MANAGING AGENT Eric Guggenheimer

Lease Addendum - Mold Notification

It is our goal to maintain the highest quality living environment for our Tenants. Therefore, know that the Owner/Agent has inspected the property prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Tenants regularly allow air to circulate in the property. It is also important that Tenants keep the interior of the unit clean and that they promptly notify the owner/Agent of any leaks, moisture problems, and/or mold growth. Tenants agree to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant agrees to keep the unit free of dirt and debris that can harbor mold.
2. Tenant agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Tenant agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Tenant agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Tenant agrees to allow the owner/agent to enter the unit to inspect and make necessary repairs.
6. Tenant agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fans.
7. Tenant agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Tenant agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Tenant agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Tenant agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Tenant.
11. Tenant agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the premises.

Tenant Signature

Date

Tenant Signature

Date



APPLICANT REQUIREMENTS

Thank You for your application. Please note all occupying the property (18) years of age or older must complete an application and submit a \$42 non-refundable application fee. Please note all paper applications **MUST** be signed and submitted before processing will begin with all fees and payments received before we will complete the verification process. We accept applications online with a credit or debit card at www.circlepm.com, all paper applications must be accompanied by cashiers check, money order, personal check, or cash delivered to our office. We do **THOROUGHLY** verify all applications before presenting them to our clients. While each landlord represented may have somewhat different criteria, our standard acceptable applicant will need to meet the requirements listed below.

If you do not meet these minimum requirements, please contact us before submitting your application in order to discuss your particular situation:

1. Income: On most of our properties, the gross monthly income for all tenants should be at least four (4) times the monthly rent amount.
- 2) Employment: We require verifiable employment history for at least the past three (3) years. If you are self-employed, retired, or not employed, we can accept such documents as signed tax returns (2 years minimum), W-2's, bank statements, paycheck stubs, etc. that provide proof of applicant's ability to pay the rent. If military, we need a current copy of your LES.
- 3) Residency: We require verifiable residence history for at least three (3) years whether you currently own or rent.
- 4) Credit History: We will obtain a copy of your credit report. You cannot provide this to us, we will obtain these ourselves.
- 5) Background: Criminal, Sex Offense, and Terrorist Database History: We will check for inclusion in these databases.
- 6) Occupancy: The total number of tenants and occupants may not exceed two (2) persons per bedroom.
- 7) Pets: Pet policies and deposits vary from home to home so please contact us to determine the pet policy for this home. Most homes are limited to the number and size of pets. None of our homes permit dog types that may have violent tendencies, including but not limited to: Pit Bulls, Staffordshire Terriers, Dobermans, Rottweiler, Chows, or any similar breed or mixed breed.
- 8) Possible reasons for denial: Applicants will be denied for the following or similar reasons: False, inaccurate, or incomplete applications; Evictions, judgments related to rental residency, tax liens, unpaid child support; current bankruptcy proceedings; felony convictions and out of prison or jail less than 5 years, multiple felonies, physical or violent crimes, domestic violence, sex offenses; and/or appearance on any sexual offense or terrorist database. Applicants may be denied or required to pay additional deposit or rent for the following or similar reasons: insufficient verifiable income, excessive late or NSF rent payments, broken leases, property damages, unpaid rent, mortgage not current, foreclosures, credit scores under 650 or no credit score, excessive credit collection balances, slow pays, drug related offenses, etc.

When sending your documentation to us you may fax to 703-349-7822 or email to application@circlepm.com

We do value your privacy and make every effort to protect you financial information. If you would prefer to mail the information please send or you may drop it off at: **9520B Lee Hwy, Fairfax, VA 22031**



ACCEPTANCE AND MOVE-IN PROCEDURES

We normally verify and present applications to our client for an acceptance decision within three (3) business days of receipt providing all verifications have been completed and Application Deposit fees are paid.

Application Deposit / Acceptance Policy

Application Deposit (may or may not be refundable). In addition to any application fee (paid on-line), you must deliver to our representative an application deposit in the amount **of one months rent**. The application deposit is not a security deposit. However, it will be credited toward the required security deposit when the Lease Contract has been signed by all parties; OR it will be refunded under paragraph 7 if you are not approved; OR it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraph 3 or 4.

1. Approval When Lease Contract Is Signed in Advance. If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.

2. Approval When Lease Contract Isn't Yet Signed. If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.

3. If You Fail to Sign Lease Contract After Approval. Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person, by telephone or by email, or within 5 days after we mail you our approval. If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.

4. If You Withdraw Before Approval. You and any co-applicant may not withdraw your application or the application deposit. If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.

5. Completed Application. An Application will not be considered "completed" and will not be processed until all of the following have been provided to us: a separate Application has been fully filled out and signed by you and each co-applicant; an application fee has been paid to us; an application deposit has been paid to us

6. Non-approval. We will notify you whether you've been approved within 10 days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within 10 days after we have received a completed Application. Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 10-day time period may be changed only by separate written agreement.



7. Refund after Non-approval. If you or any co-applicant is disapproved or deemed disapproved under paragraph 9, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.

8. Extension of Deadlines. If the deadline for signing, approving, or re-funding under paragraphs 6, 9, or 10 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next day.

Once an application has been accepted, the Applicant has until 5:00 P.M. the following business day to deliver the Application Deposit to our offices (if not already done). This Deposit must be in the form of a Cashier's Check or money orders made out to Circle Property Management LLC. We will not accept CASH for any reason. You also cannot pay this online. During this time, we will not remove the Property from the market; however, we will not process any further applications or present any other offers. An accepted Applicant may be asked to come to our offices for a "formal" lease signing. The Property Manager will contact you to set up a time. We will prepare the lease, and have a short meeting (approximately 20 minutes) with you for final signings and explanations of our procedures, etc. Each Applicant will be required to provide identification (**at least one with a photo**) such as Driver's License, Social Security card, etc.

I have read and fully understand the above tenant application, selection criteria, and requirements.

Signature/Date

Signature/Date

Signature/Date

Signature/Date

Subject Property: _____

Property Manager: _____



Mold Addendum to VA Lease
Circle Property Management
703-349-0144

Subject property:

The property has been inspected by _____ who has inspected all spaces for evidence of Mold.

- Evidence of Mold has been found but is less than one square foot.
- Evidence of Mold has been found but is more than one square foot.
- No evidence of Mold has been found.

Tenant has been counseled on the proper treatment of mildew and mold and should notify Circle Property Management should Mold be found in the interior of the subject property.

Sign

Sign

Agent Sign

Date



Home Warranty Information

OLD REPUBLIC HOME WARRANTY

	Trade Call Fee \$100	Trade Call Fee \$75
Standard Protection	\$415	\$445
<i>Seller/Buyer Coverage</i>		

Check Out Our **Enhanced**
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Protection Plans!

Mid Atlantic Application



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Standard Protection Includes*:

- ✓ Enhanced Drain Line Stoppage Coverage **NEW!**
- ✓ Failure due to Lack of Maintenance
- ✓ Failure due to Rust and Corrosion
- ✓ Unknown Pre-existing Conditions for Home Buyer

*See Plan for details of coverage.

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with Strength and Stability Since 1974



NHSCA
Company Code
12H424



Standard Coverage

Coverage Subject to Terms and Conditions summarized herein, and will be contained in the Plan Contract to be mailed to Home Buyer upon payment of Plan fee.

This section of the Plan outlines Standard Coverage by trade. Universal exclusions and general limitations of liability can be found on Page 8.

Heating System/Ductwork Coverage

Coverage for Home Buyer Only unless Optional Seller's HVAC Coverage selected.

Primary gas, oil, or electric heating system*, built-in wall or floor heater, heat pump*, thermostat, ductwork and associated indoor heating equipment, accessible heat pump refrigerant lines and condensate drain lines. If necessary, as part of a covered replacement, we will upgrade a heat pump system to federally mandated HSPF standards.

Coverage is available for heating systems with capacity not exceeding five (5) tons per unit. There is no limit to the number of covered heating units. For heat pumps and heat pump package units: Coverage under Central Air Conditioner/Cooler applies.

Not Covered: Timers/docks that do not affect the heating/cooling operation of the unit; vents; flues; fuel storage tanks; freestanding/window units; cable heat; zoning controls and related components for forced air systems; secondary drain pan; insulation; dampers; filters; diagnostic testing of or locating leaks in ductwork (including as required by any federal, state or local regulation, or when required due to the installation or replacement of system equipment); fireplaces and key valves; grain, wood or pellet stoves (even if primary source of heat); mini-split ductless systems; use of cranes or other lifting equipment to repair or replace units/system components.

Air Conditioner/Cooler* (For Ductwork, see Heating System Coverage)

Coverage for Home Buyer Only unless Optional Seller's HVAC Coverage selected.

Central air conditioner, wall or through the wall air conditioner and evaporative cooler (including primary drain pan), condenser (including compressor), evaporative coil/air handler, thermostat, refrigerant lines, leaks or stoppages in accessible condensate drain lines, metering device (e.g. evaporative coil piston or thermal expansion valve). If necessary, as part of a covered replacement, we will upgrade an air conditioner system to federally mandated SEER standards.

When a condenser replacement is necessary, in order to maintain system operational compatibility and operating efficiency that meets or exceeds that of the original equipment, we will replace any covered component as well as modify the plenum, indoor electrical, air handling transition, duct connections, and the installation of metering devices, as necessary.

- 13 SEER Coverage: For systems 13 SEER or less, repair/replacement will be performed with 13 SEER equipment, including covered components required to ensure operational compatibility with existing equipment.
- R410A Coverage: For units using R22 refrigerant, repair/replacement will be performed with R410A equipment when R22 replacement equipment is not available, including covered components required to ensure system operational compatibility.

Coverage is available for cooling systems with capacity not exceeding five (5) tons per unit. There is no limit to the number of covered air conditioning units.

Not Covered: Gas air conditioning units; portable units; zoning controls and related components for forced air systems; window units; cooler pads; secondary drain pan; mini-split ductless systems; use of cranes or other lifting equipment to repair or replace units/system components.

*Items located on the exterior or outside of the home will be covered.

MID 4.2 (03/14)

Plumbing Coverage

- Drain line Stoppages* which can be cleared through an accessible, existing ground level cleanout (main line) or removable p-trap (branch line) with sewer cable; including hydrojetting if stoppage is unable to be cleared with cable.
- Water, Drain, Gas or Vent Pipe Leaks or Breaks (including Polybutylene)
- Toilet Tanks, Bowls, Flushing Mechanisms and Wax Ring Seals
- Water Heater* (including tankless, power vent, and direct vent unit)
- Built-in Jetted Bathtub Motor, Pump and Air Switch Assemblies
- Shower and Bathtub Valves, including Diverter Valves
- Recirculating Pump
- Garbage Disposal
- Stop & Waste Valves*
- Water Pressure Regulator*
- Instant Hot/Cold Water Dispenser
- Risers and Gate Valves
- Angle Stops
- Sump Pump (for ground water only)

Not Covered: Fixtures; faucets; hose bibbs; multi-valve manifolds and other attachments to pipes; gas log lighter; toilet lids and seats; water heater vents and flues; shower pans; stoppages due to roots; leaks/damage caused by roots; stoppages that cannot be cleared with cable or hydrojetting; water heater heat pump attachment; holding, storage or expansion tanks; bathtub jets; tub spout or tub spout diverter; basket strainer; fire suppression systems; pop-up assemblies. In the event of a stoppage: access to drain lines from vent; removal of toilet; and costs to locate, access or install a ground level clean-out.

NOTE: 1. Toilet tanks and bowls replaced with white builder's standard, when necessary.
2. Valves will be replaced with chrome builder's standard, when necessary.

Electrical Coverage

Light Switches, Electrical Outlets, Main Electrical Panel/Sub Panel*, Breakers, Fuses and Interior Wiring, Bath Exhaust Fans, Ceiling Fans, Attic Fans, Whole House Fans.

Not Covered: Light fixtures, including those on ceiling fans; bulbs; ballasts; heat lamps; doorbells; telephone, audio, video, computer, intercom, and alarm security wiring and systems; low voltage relay systems; smoke detectors; inadequate wiring capacity; power surges; overload; remote controls; vents.

Garage Door Opener Coverage

All components of the Opener Unit including motor, logic board, gear assembly, capacitor, rail assembly, sensors.

Not Covered: Garage doors; hinges; springs; remote transmitters; key pads.

Central Vacuum Coverage

Power unit including motor and electrical components, dirt canister.

Not Covered: Attachments; removable components; accessories; hoses; vents; stoppages.

Appliance Coverage

Dishwasher

All components that affect the cleaning operation of the unit including the pump, motor, gasket, tub, timer, fill valve, seal, door latch, air gap, control board and touch pad.

Trash Compactor

All components that affect the compacting operation of the unit including motor, ram assembly switch and door latch.

Kitchen Exhaust Fan

All components that affect the exhaust operation of the unit including motor, selector switch and fan.

Oven, Range, Cooktop, Built-in Microwave Oven

All components that affect the heating/cleaning operation of the unit including heating element, thermostat, burner, control board and touch pad. Timer and dock are covered if they affect the heating or cleaning of the unit.

Not Covered: Timers; docks; halogen units; magnetic induction cooktops; refrigerator/oven combination unit; microwave/cooktop drawer combination unit; portable or freestanding microwave.

Kitchen Refrigerator Located in Kitchen. Coverage for Home Buyer Only.

Coverage for one Freestanding or one Built-in Unit (Single or Dual Compressor), and Ice Maker.

All components that affect the cooling operation of the unit including compressor, thermostat, condenser coil, evaporator and defrost system.

NOTE: Repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment are covered for Kitchen Refrigerator only, providing parts are available. If parts are not available, our obligation is limited to cash in lieu of repair.

Not Covered: Filter; interior thermal shell; food spoilage; insulation; multi-media centers; wine vaults; cost of recapture or disposal of refrigerant; refrigerator/oven combination units; removable components which do not affect the primary function.

Washer/Dryer (One Set)

All components that affect the washing or drying operation of the unit including belts, pump, motor, tub, timer, drum, thermostat, transmission, heating element, control board and touch pad.

Not Covered: Plastic mini-tub; venting; filter; lint screen; all-in-one wash/dry unit; soap dispenser.

Not Covered On All Appliances: Detachable components; baskets; buckets; dials; knobs; handles; door glass; lights; light sockets; light switches; pans; trays; rollers; racks; shelves; runner guards; interior lining; trim kits; vents; flues; drawers; lock and key assemblies.

COVERAGE PLAN LIMITS:

All Home Warranty Plans have limits to coverage. We have clearly identified our limits for your convenience.

Access, Diagnosis, Repair and/or Replacement of the following items are limited as follows:	Dollar Limit per Plan Term:
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During Seller's Coverage:

When Optional Seller's HVAC Coverage selected: Heating, Ductwork, A/C (including water heater/heating combination units)	\$ 1,500
Plumbing pipe leaks in water, drain or gas lines located under, encased in, or covered by, concrete. Plumbing pipe leaks in Polybutylene piping	\$ 500

During Buyer's Coverage:

Diesel, oil, Glycol, hot water, steam, geothermal, water cooled and water source systems, and water heater/heating combination units	\$ 1,500
Ductwork, air transfer systems	\$ 500
Kitchen Refrigerator	\$ 2,500
Plumbing pipe leaks in water, drain or gas lines located under, encased in, or covered by, concrete. Plumbing pipe leaks in Polybutylene piping	\$ 500

INCREASE YOUR COVERAGE with *Ultimate or Platinum Protection!*

Upgrading enhances Standard Coverage as indicated.

Ultimate Protection

(Available to Home Buyer Only)

\$515 / \$100 Trade Call Fee

\$555 / \$ 75 Trade Call Fee

Includes: Standard Coverage PLUS these enhancements:

- 1) Plumbing:** faucets, shower heads, and shower arms replaced with chrome builder's standard, as necessary. Interior hose bibbs. Toilet replacement up to \$600 per toilet, when necessary, including toilet seats and lids.
- 2) Heating System:**
 - a) disposable filters, heat lamps, and cost related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair or replacement of heat pumps.
 - b) Provide for the use of cranes to complete a heating repair/replacement.
- 3) Water Heater:** expansion tanks ➔
- 4) Dishwasher:** baskets, rollers, racks, runner guards.
- 5) Oven/Microwave/Range/Cooktop:** racks, handles, knobs, interior lining.
- 6) Trash Compactor:** lock and key assemblies, buckets.
- 7) Smoke Detector:** both battery operated and hardwired systems.
- 8) Garage Door Opener:** hinges, springs, remote transmitters, key pads.
- 9) Air Conditioner:**
 - a) disposable filters, condensate drain pumps, secondary drain pans, window units, and costs related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair or replacement.
 - b) Provide for the use of cranes to complete an A/C repair/replacement.
- 10) Other Enhanced Coverage included in Ultimate Protection:**
When required to render a covered repair or replacement, we will:
 - a) Provide up to \$250 per Plan to correct **code violations**.
 - b) Provide up to \$250 per occurrence for required **permits**.
 - c) Provide **haul away** of a covered appliance, system or component when replacing that covered appliance, system or component.
 - d) Correct an **improper installation/repair/modification** of a system or appliance, or correct any **mismatch** condition in terms of capacity/efficiency in order to ensure system operational compatibility. Coverage does not apply if the cause of failure of the system or appliance is solely due to the improper installation/repair/modification or mismatch condition, or if the system is undersized relative to the square footage of the area being heated/cooled. All other terms and conditions of the Plan apply. If the improper installation/repair/modification or mismatch system is in violation of a code requirement, see 10a above.

Best Value!

Platinum Protection

(Available to Home Buyer Only)

\$615 / \$100 Trade Call Fee

\$655 / \$ 75 Trade Call Fee

Includes: Ultimate Protection (above) PLUS these additional enhancements:

- 1) Plumbing items:** tub spouts (replaced with chrome builder's standard, as necessary), tub spout diverter, basket strainer.
- 2) Other Enhanced Coverage included in Platinum Protection:**
When required to render a covered service, we will:
 - a) Provide up to \$250 per Plan to clear stoppages due to roots or toward removal of toilets or other access to clear a stoppage, including cost to install a ground level cleanout.
Not Covered: Collapsed or broken lines outside the main foundation; excavation.
 - b) Provide up to \$1,000 per Plan to make necessary modifications (including code violations).
 - c) Provide up to \$500 per Plan for repair/replacement of vents/flues, as necessary, as part of a covered service.
 - d) Increase the Standard Plan limit per Plan Term by \$1,000 (\$2,500 in total) for the repair/replacement of diesel, oil, Glycol, hot water, steam, geothermal, water cooled and water sourced heating and air conditioning systems.

Optional Home Buyer Coverage

Swimming Pool/Spa Equipment* \$160

Salt Water Equipment:
Circuit Board and Cell* \$175

Only available with Pool/Spa Equipment Coverage

Above ground and accessible working parts and components of heating and filtration system, including heater, motor, filter, filter timer, diatomaceous filter grid, pump, gaskets, blower, timer, backwash/flush/check valve, pool sweep motor and pump, above ground plumbing pipes and wiring. **With purchase of appropriate option: salt water circuit board and cell.**

Not Covered: Remote control panel and switches; air switches; water chemistry control equipment and materials (chlorinators); disposable filtration mediums (sand, diatomaceous earth, filter cartridges, etc.); skimmer; heat pump; valve actuator motor; salt; salt water circuit board; salt water cell; cleaning equipment including pop-up heads, turbo valves, creepy crawlers and the like.

Limited Roof Leak Repair \$100

The repair of specific leaks that occur in the roof located over the occupied living area of the main dwelling (excluding garage), provided the leaks are the result of rain and/or normal wear and deterioration and the roof was watertight and in good condition on the effective date of the Plan.

Not Covered: Gutters; drain lines; flashing; skylights; patio covers; scuppers; glass; sheet metal; roof mounted installations; leaks that occur in a deck or balcony when deck or balcony serves as the roof of the structure below; leaks that result from or that are caused by roof mounted installations; improper construction or repairs; missing or broken roof shingles or tiles; damage caused by persons walking or standing on the roof; failure to perform normal maintenance to roof and gutters; improper installation; leaks manifested prior to the effective date of the Plan.

NOTE: An actual water leak must occur during the coverage period for coverage to apply under this Plan. If the area of the roof that is leaking has deteriorated to such an extent that the leak cannot be repaired without partial replacement of the roof, the company's obligation is limited to the cost of repair if such leak had been repairable. In the event the roof has exceeded its life expectancy and must be replaced, this coverage will not apply.

BUYER'S OPTIONAL COVERAGE PLAN LIMITS

(With purchase of appropriate Option):

All Home Warranty Plans have limits to coverage.
We have clearly identified our limits for your convenience.

Access, Diagnosis, Repair and/or Replacement of the following Options are limited as follows: Dollar Limit per Optional Coverage Plan Term:

Salt Water Circuit Board and Cell	\$ 1,500
Limited Roof Leak Repair	\$ 1,000
Additional Refrigeration Units (in total)	\$ 1,000
Ornamental Fountain Motor/Pump	\$ 500
Water Softener/RO Filtration System	\$ 500
Well Pump and/or Booster Pump	\$ 1,500
Enhanced Slab Leak Limit/External Pipe Leak Coverage (in total)	\$ 2,000
Septic System/Sewage Ejector Pump	\$ 500

*Items located on the exterior or outside of the home will be covered.

Since not every home is the same, Optional Coverage outlined in this section is available to meet the needs of your specific home. Optional Coverage may be added at any time prior to close of sale and up to 30 days after close of sale. For homes not going through a Real Estate transaction, Optional Coverage cannot be added after the initial payment of Plan fee. Optional Coverage not selected will be unavailable at time of renewal. Universal exclusions and general limitations of liability can be found on Page 8.

Additional Refrigeration Units\$ 70

Provides coverage for up to four additional refrigeration systems, such as: Additional refrigerator, wet bar refrigerator, wine refrigerator, freestanding freezer and freestanding ice maker. Freestanding ice maker includes coverage for ice maker, ice crusher, beverage dispenser and respective equipment.

All components that affect the cooling operation of the unit including compressor, thermostat, condenser coil, evaporator and defrost system.

Not Covered: Ice maker; ice crusher; beverage dispenser and their respective equipment; filter; interior thermal shell; food spoilage; insulation; multi-media centers; wine vaults; cost of recapture or disposal of refrigerant; refrigerator/oven combination units; removable components which do not affect the primary function.

Not Covered On All Appliances: Detachable components; baskets; buckets; dials; knobs; handles; door glass; lights; light sockets; light switches; pans; trays; rollers; racks; shelves; runner guards; interior lining; trim kits; vents; flues; drawers.

Ornamental Fountain Motor/Pump Coverage* (Per Fountain) \$ 50

Motor and pump assembly. Multiple motors/pumps contained within each fountain will be covered.

Not Covered: Water piping; electrical lines or controls; filters; filter media and cartridges.

Water Softener/Reverse Osmosis Water Filtration System* ... \$ 50

Water Softener/Reverse Osmosis system (for drinking water) and their respective equipment.

Not Covered: Leased or rented units; any and all treatment, purification, odor control, iron filtration components and systems; discharge drywells; resin bed replacement; salt; replacement of filters, water filters, pre-filters, filter components; replacement membranes; water purification systems; RO filtration system for pool/spa.

Well Pump* \$100

Booster Pump* \$ 50

Pump utilized for main dwelling only. Domestic use only. One well pump/booster pump per Plan.

Not Covered: Control boxes; pressure switches; capacitors or relays; cost of locating pump.

Enhanced Slab Leak Limit External Pipe Leak Coverage* \$100

NOT AVAILABLE TO CONDOS OR MULTI-UNIT BUILDINGS.

When required to render a covered service, we will:

- Increase the Standard Plan limit per Plan Term by \$1,000 for the repair/replacement of plumbing pipe leaks in water, drain or gas lines located under, encased in, or covered by, concrete that are located within the interior of the main foundation of the home and garage (inside the load-bearing walls of the structure).
- Provide coverage up to \$1,000 for external pipe leaks located outside the foundation of the covered structure, including water, gas and drain lines that service the main home or other structure covered by us.
- Repair or replace exterior hose bibbs and main shut off valve.

Not Covered: Faucets; sprinkler systems; swimming pool/built-in pool piping; downspout; landscape drain lines; damage due to roots.

Septic Tank Pumping Septic Systems including Sewage Ejector Pump* \$ 75

NOT AVAILABLE ON NEW CONSTRUCTION PLAN

Septic Tank Pumping:

If a stoppage is due to a septic tank back-up, we will pump the septic tank (and dispose of waste) one time during the term of the Plan.

Septic System/Sewage Ejector Pump:

Aerobic pump, jet pump, grinder pump, sewage ejector pump, septic tank and line from house to tank.

Not Covered: Seepage pits; stoppage or damage due to roots; the cost of locating tank; chemical treatments; tile fields and leach beds; leach lines; lateral lines; insufficient capacity; level sensors/switches; control panels; associated electrical lines.

When You Need Us

It can be inconvenient when a home system or appliance unexpectedly breaks down. When you need service, we are here to provide you with a helping hand and peace of mind. Please take a few moments to become familiar with the Plan and keep it handy, as it will save you both time and money. This entire document explains all the terms and conditions of coverage, with distinct sections to make the Plan easy to understand and simple to use. If you have any questions about coverage, please visit www.orhp.com or contact us directly at 1-800-972-5985.

Review the "ABC's OF COVERAGE" to ensure your service issue is covered by the Plan. In accordance with the terms and conditions of the Plan, we will repair or replace systems and appliances mentioned as covered and we exclude all others. Coverage is subject to limitations.

We will provide service for covered systems or appliances which malfunction, and are reported, during the term of the Plan that:

- A) Are installed for diagnosis and located within the interior of the main foundation of the home and garage (inside the load-bearing walls of the structure). Systems or appliances located on the exterior or outside of the home (including porch, patio, etc.) are not covered with the exception of covered items marked with a ♦.
- B) Were correctly installed and working properly on the effective date of the Plan, and
- C) Have become inoperable due to normal wear and use, rust, corrosion, and chemical or sediment build-up after the effective date of coverage. Pre-existing conditions are not covered.

Coverage may apply to a malfunction which existed on the effective date of the Home Buyer's Coverage if, at that time, the malfunction was undetectable and would not have been detectable by visual inspection and simple mechanical test. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. A simple mechanical test consists of turning the unit on and off, verifying the unit operates without irregular sounds, smoke or other abnormal outcome.

For Service: Place service requests online at www.orhp.com
or call us at 1-800-972-5985

- ✓ We accept service requests 24 hours a day, 365 days a year.
- ✓ We require you to contact us so we may have the opportunity to select a Service Provider.
- ✓ We will not reimburse you for services performed without our prior authorization.

When you place a service request, we will notify an **INDEPENDENT CONTRACTOR** (Service Provider) who will contact you directly to schedule a convenient appointment during normal business hours. Under normal circumstances, our service effort will be initiated within 48 hours. Throughout the service effort, we urge you to take reasonable measures to prevent secondary damage (e.g. turning off water to the home in the case of a major pipe leak).

In cases of **EMERGENCY**, we will make reasonable efforts to expedite service, including initiating our service effort within 24 hours. An emergency is defined as a service issue resulting in 1) No electricity, gas, water or toilet facilities to the entire home; 2) A condition that immediately endangers health and safety; 3) A condition that interferes with healthcare support of occupants; and/or 4) A system malfunction that is causing ongoing damage to the home. Other conditions may, at our discretion, be considered an emergency. If you should request non-emergency service outside of normal business hours, you will be responsible for additional fees, including overtime.

If you experience any difficulties during the service process, you can contact the Service Provider or us directly for assistance.

You are responsible to pay a **TRADE (SERVICE) CALL FEE (TCF)** when the Service Provider arrives at your home. The TCF (or the actual cost of service, whichever is less) is due for each dispatched service request by trade (plumbing, electrical, appliance, heating/air conditioning, etc.). Service work is guaranteed for 30 days. The TCF is due whether service is covered or denied. Essentially, when we incur a cost of service, you are responsible for a TCF. A TCF may be due if you fail to be present at the scheduled appointment time, if you cancel your request once the Service Provider is in route to your home, or you request a second opinion of the Service Provider's diagnosis. Failure to pay the TCF can result in suspension of coverage until such time as the proper fee is paid. At that time, coverage will be reinstated but the term will not be extended. You will be responsible for any fees incurred for collection efforts, if required. We will not respond to a new service request until all previous Trade Call Fees are paid.

To ensure you receive reputable and unbiased service, we have built an extensive network of **SERVICE PROVIDERS** who provide service to our Plan Holders at fair and reasonable rates. Our network, however, is not all inclusive for every trade, in every town, across the nation. For that reason, we may authorize you to contact an Independent Out-of-Network Contractor directly to obtain service.

When we request or authorize you to obtain an **INDEPENDENT OUT-OF-NETWORK CONTRACTOR** to perform diagnosis and/or service: 1) We recommend that the Contractor be qualified and insured, and charge fair and reasonable rates for parts and service. 2) Once the technician is at the home, and prior to any services being rendered, you must call our Authorization Department with the technician's diagnosis and dollar amount of services required. 3) We will provide an Authorization Number for the covered services and dollar amount that we have authorized. Failure to contact us as outlined may result in denial of coverage. 4) Upon completion of the authorized services, the Contractor must provide you an itemized invoice for the authorized charges. 5) You must submit the itemized invoice, including the Authorization Number provided by us, for reimbursement. 6) A Trade Call Fee is due per trade, and will be deducted from any reimbursement provided. 7) You are expected to pay the Independent Out-of-Network Contractor directly for the services rendered and then submit the invoice to us for reimbursement. We accept invoices by fax (1-877-445-6999), post (P.O. Box 5017, San Ramon, CA 94583-0917) or email to: easyas123@orhp.com.

We have the sole right to determine whether a covered system, appliance or component will be repaired or replaced. We reserve the right to send a second opinion at our expense. We are not responsible for non-covered work performed or non-covered costs.

We reserve the right to provide **CASH IN LIEU** of repair or replacement in the amount of our actual cost. Payment will be provided based on our negotiated rates with our Service Provider and/or Supplier network, which may be less than retail. We are not responsible for work performed once you accept cash in lieu of service.

If we provide reimbursement or cash in lieu of service, our normal processing time, from date of receipt of invoice/your acceptance to the issuance of a check, is approximately two weeks.

Obligations under this service contract are backed by the full faith and credit of Old Republic Home Protection, Co., Inc.
Old Republic Home Protection, P.O. Box 5017, San Ramon, CA 94583

Limitations Of Liability

It is important that you understand the Plan coverage as well as its limitations, as it may affect the coverage that will be provided for any service requested.

A Home Warranty is intended to provide quality protection against the high cost of home repair. It is intended to help reduce the Plan Holder's out-of-pocket costs for covered services. Coverage is not all inclusive; there may be situations in which you will be responsible to pay additional costs for parts or services not covered by the Plan. In those situations, we will work with you to determine the best course of action to reasonably minimize your out-of-pocket costs.

1. General Limitations. This Plan does not cover:

- A. System or appliance repairs, replacements or upgrades required as a result of:
 - 1. A malfunction due to missing components or equipment;
 - 2. A malfunction due to lack of capacity of the existing system or appliance;
 - 3. A malfunction due to a system or appliance with mismatched components in terms of capacity or efficiency*;
 - 4. Any federal, state, or local regulations or ordinances; utility regulations; building or zoning code.
- B. Routine maintenance and cleaning.
- C. Damage caused by people, pests, or pets.
- D. Missing components.
- E. Improper repair/installation/modification of the covered item.*
- F. Equipment or component costs covered by an existing manufacturer/distributor/ or other warranty.
- G. Repair, replacement, installation, or modification of any covered system or component for which a manufacturer has issued a warning, recall, or other design flaw or determination of defect.
- H. Cosmetic defects that do not affect the functioning of the unit.
- I. Solar systems and components, including holding tanks.
- J. Electronic, computerized, pneumatic, energy, or manual management systems.
- K. Systems or appliances classified by the manufacturer as commercial, or commercial equipment modified for domestic use.
- L. Electrolysis.
- M. Outside or underground piping and components for geothermal and water source heat pumps, including well pumps and related equipment.
- N. Matching dimensions, color (including stainless steel) or brand. We are responsible for providing installation of equipment comparable in features (features that affect the operation of the system or appliance), capacity and efficiency only.

2. Permits and Other Fees:

- A. You may be responsible for the payment of additional fees not covered according to the terms and conditions of the Plan. These fees may include, but are not limited to:
 - 1. The cost of permits and code upgrades.*
 - 2. The cost to haul away components, systems or appliances that have been replaced under the terms of coverage.*
 - 3. The cost for cranes* or other lifting equipment.
 - 4. The cost of construction, carpentry or other modifications made necessary by existing or installing different equipment.**
 - 5. Relocation of equipment.**
 - 6. Costs related to refrigerant recapture, reclaim and disposal.*

*Additional Coverage may be available with Ultimate Protection.

**Additional Coverage may be available with Platinum Protection.

3. Access:

- A. When covered heating and plumbing service is performed, access will be provided through unobstructed walls, ceilings and floors only. In that case, we will return access opening to a rough finish condition (concrete, mud, wire, drywall and tape).
- B. We do not pay for restoration of any wall or floor coverings, cabinets, counter tops, tile, paint, or the like.
- C. We are not responsible for providing or closing access to covered items, except as noted above or in Coverage Plan Limits.
- D. We do not pay additional charges to remove or install systems, appliances, or non-related equipment in order to make a covered repair.

4. General Exclusions:

- A. This Plan does not cover services required as a result of:
 - 1. Accidents; water damage; failure due to power surge or overload; or structural damage or defect.
 - 2. Lightning; mud; earthquake; fire; flood; freezing; soil movement; storms; or acts of nature.
- B. Except where noted, we do not pay for upgrades; components; or equipment required due to the incompatibility of the existing equipment with the replacement system; appliance; or component; or with new types of chemicals or material utilized to operate the replacement equipment. This includes without limitation, differences in technology; refrigerant requirements; or efficiency as mandated by federal, state or local governments. If upgrades are required, we cannot perform service until you complete corrective work. If additional costs are incurred in order to comply with regulations, we will not be responsible for the added expense.
- C. We reserve the right to repair systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts.
- D. We do not pay, nor are we liable, for secondary or consequential loss or damage; personal or property loss or damage; or bodily injury of any kind.
- E. We are not responsible for a Service Provider's neglect or delay; or their failure to provide service, repair or replacement; nor are we responsible for any delay in service or failure to provide service caused by conditions beyond our control, such as parts on order or labor difficulties.
- F. We do not pay for food spoilage; loss of income; utility bills; or living expenses.
- G. We are not responsible to perform service involving, providing disposal of, or remediation for, contaminants/hazardous/toxic materials, such as, but not limited to: asbestos; mold; sewage spills; or lead paint.
- H. We do not pay, nor are we liable, for any claim arising as a result of any pathogenic organism such as: bacteria; yeast; mildew; virus; rot or fungus; mold or their spores; mycotoxins; or other metabolic products. We are not, under any circumstances, responsible for:
 - 1. Diagnosis, repair, removal or remediation of such substances;
 - 2. Damages resulting from such substances, even when caused by or related to a covered malfunction;
 - 3. Damages resulting from such substances, regardless of any event or cause that contributed in any sequence to damage or injury.

Items You Should Know

Coverage Subject to Terms and Conditions of Coverage summarized herein, and will be contained in the Plan Contract to be mailed to Home Buyer upon payment of Plan fee.

Please see Cancellation and Arbitration clause below.

Plan Effective Dates: Your Plan term (effective and expiration date) will be indicated on the Declaration of Coverage, mailed to you upon our receipt of payment.

Coverage is available to:

- ✓ Home Sellers and/or Home Buyers for single family homes, condominiums, townhomes and mobile homes that are less than 5,000 sq. ft.
- ✓ Home Buyer's Coverage is available for newly constructed homes, homes 5,000 sq. ft. or over, For Sale By Owner properties and multiple unit dwellings. Please call for quote on rates, effective dates or coverage, etc. Coverage for homes 5,000 sq. ft. or over require additional Plan fees. Coverage for homes 10,000 sq. ft. or over is not available. For any other dwelling types, please call for quote.

This coverage is for **residential-use property** only. It does not cover commercial property or homes used as a business, such as: nursing/care homes, fraternity/sorority houses or day care centers.

If this Plan is for a duplex, triplex or four-plex, then all units within the dwelling must be covered by an ORHP Plan for applicable coverage to apply to shared systems and appliances. For cost of Optional Coverage, multiply option cost by the number of units (e.g. Water Softener for Triplex = 3 x \$50 = \$150) and add to the Standard Coverage Plan fee. Common grounds and facilities are excluded.

Home Buyer's Coverage is effective for the term indicated on the Declaration of Coverage. Coverage is normally effective upon close of sale for a one-year term. Your Plan effective date and term may vary. **The Plan fee must be received within 14 days after close of sale.** If you take possession prior to close of sale (or obtain possession through rental or lease agreement), the Plan fee is due upon occupancy and coverage will begin upon receipt of Plan fee by ORHP. We offer a 30 day grace period from the close of sale during which you may add Optional Coverage. You must request and pay for Optional Coverage within the 30 day grace period or it shall be conclusively presumed that you do not wish to add additional Optional Coverage. Upon receipt of additional Plan fee, an updated Declaration of Coverage will be issued to confirm the coverage provided. Optional Coverage not selected may be unavailable at time of renewal.

Home Seller's Coverage (for listing/escrow period): Coverage is available to Home Sellers for single family homes, condominiums, townhomes and mobile homes that are less than 5,000 sq. ft. Home Seller's Coverage is not available on homes 5,000 sq. ft. or over, For Sale By Owner properties, and multiple unit dwellings. **Seller's coverage is available only in conjunction with the purchase of coverage for Home Buyer.** Coverage becomes effective the day the application is received by us, and continues until the expiration of the initial listing period (up to 180 days), close of sale, or listing termination; whichever occurs first. Should close of sale not occur in the 180-day period, we may, at our sole discretion, extend the seller's coverage period. Pre-existing conditions are not covered for the Home Seller.

For homes not going through a Real Estate transaction: Plans are normally purchased as part of a Real Estate transaction. If you are not involved in a resale transaction, Plan fees, terms or coverage may vary depending on the type and size of your home. Please call for a quote. Coverage is effective 30 days following receipt of payment by us. The effective date will be confirmed on the Declaration of Coverage. Optional Coverage cannot be added after the initial payment of Plan fee.

Renewals: The Plan will be renewed at our discretion. If your Plan is eligible for renewal, we will notify you of the Plan fee and terms of renewal approximately 60 days prior to expiration of coverage. To ensure there is no lapse of coverage, payment must be received prior to Plan expiration. Plan fees may increase upon renewal.

Renewal Customers: If you have previously selected the monthly payment option and we elect to renew your Plan, we will notify you of the Plan fee and terms of renewal approximately 60 days prior to expiration of coverage. You will be automatically renewed for a one year coverage term unless you notify us in writing prior to Plan expiration. Your first payment for the next Plan term will be considered your authorization and acceptance of another one-year Plan.

Transfer by Plan Holder: This Plan is transferable to a new owner. In that event, please notify us.

Cancellation: This Plan is non-cancelable, except for 1) nonpayment of fees; 2) fraud or misrepresentation of facts material to the Plan; 3) upon mutual agreement between you and ORHP; or 4) if you harm or threaten the safety or well-being of ORHP, any employee of ORHP, a Service Provider, or any property of ORHP or of the Service Provider. If Plan is cancelled, you shall be entitled to a pro-rata refund of the paid Plan fee for the unexpired term less service cost, any other unpaid charges and a \$50 processing fee.

Virginia Residents: You may cancel upon demand and receive a full refund without penalty within the first twenty (20) days after the effective date of the Plan, or within 10 days of the delivery of the Plan to you. However in the event services have been rendered, those costs will be deducted from the refund. A ten percent (10%) penalty per month shall be added to a refund not paid within the 45 days of request to cancel.

Arbitration: All disputes or claims between the parties arising out of the agreement or the parties' relationship shall be settled by final and binding arbitration held in the county of the customer's address; provided however if the claim is \$10,000 or less, either party may bring an action in small claims court if the forum has such a procedure and if the amount is within the court's jurisdictional limits. By entering into this Agreement the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding.

The arbitration shall be conducted by the American Arbitration Association pursuant to its rules for consumer disputes, or any other mutually agreeable arbitration service and procedures. The Company agrees to reimburse the customer for filing fees, unless the arbitrator determines that the claim is frivolous.

For claims of \$10,000 or less, the customer has the exclusive right to choose whether the arbitrator will conduct an in-person hearing, a telephonic hearing, or a "desk" arbitration wherein the arbitration is conducted solely on the bases of documents submitted to the arbitrator.

The parties expressly agree that this Agreement and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

Application Plan # _____

Please give your client a sample Plan Contract.

To Order

Internet: www.orhp.com
 Phone: 800-445-6999 • Fax: 800-866-2488
 Mail: P.O. Box 5017, San Ramon, CA 94583-0917

Select Plan Coverage (Pick One)

Coverage is for homes less than 5,000 sq. ft. • For homes 5,000 sq. ft. or over, please call for quote.

Standard Coverage for Home Buyer

(Includes Standard Coverage for Home Seller)

- \$415 / \$100 Trade Call Fee \$ 415 _____
 \$445 / \$ 75 Trade Call Fee \$ 445 _____

Ultimate Protection for Home Buyer

(Includes Standard Coverage for Home Seller)

- \$515 / \$100 Trade Call Fee \$ 515 _____
 \$555 / \$ 75 Trade Call Fee \$ 555 _____

Platinum Protection for Home Buyer

(Includes Standard Coverage for Home Seller)

- \$615 / \$100 Trade Call Fee \$ 615 _____
 \$655 / \$ 75 Trade Call Fee \$ 655 _____

- New Construction (Years 1-4 or 2-5) (\$100 Trade Call Fee) \$ 625 _____

Multi-Units (\$75 Trade Call Fee)

- Duplex--\$700 Triplex--\$915 Fourplex--\$1,150 (Buyer only) _____
 For cost of Optional Coverage for multiple unit buildings, multiply option cost by the number of units (i.e. Water Softener for Triplex = 3 x \$50 = \$150)

Select Seller's Options

- Optional HVAC Coverage for Home Seller \$ 70 _____

Select Buyer's Options

- Swimming Pool/Spa Equipment (No additional charge if separate equipment) \$ 160 _____
\$335
 Salt Water Circuit Board and Cell (Only available with Pool/Spa Equipment Coverage) \$ 175 _____

- Limited Roof Leak Repair \$ 100 _____
 Additional Refrigeration (four units total) \$ 70 _____
 Ornamental Fountain \$ 50 _____
 Water Softener/ Reverse Osmosis Water Filtration System \$ 50 _____
 Well Pump \$ 100 _____
 Booster Pump \$ 50 _____
 Enhanced Slab Leak Limit/External Pipe Leak Coverage \$ 100 _____
 Septic Tank Pumping/Septic System/Sewage Ejector Pump \$ 75 _____

TOTAL COST (Due at Close of Sale) \$ _____

Covered Property

Street _____
 City _____ State _____ Zip _____

Home Buyer/Seller Information

Buyer Name _____
 Buyer Mailing Address _____
 Phone # () _____
 Buyer E-Mail _____
 Seller Name _____

Agent/Closing Information

Initiating Agent Information Seller's Agent Buyer's Agent

Main Office Phone # () _____
 RE Company Name _____ City _____
 Initiating Agent _____

Cooperating Agent Information

Main Office Phone # () _____
 RE Company Name _____ City _____
 Cooperating Agent _____

Closing Company Information

Closing Company Name _____ City _____
 Officer _____
 Main Office Phone # () _____
 File # _____ Estimated Close _____

Acknowledgement

I desire:

- Coverage as indicated.
 To decline the benefits of coverage.
 To decline the Optional Coverage benefits of: _____

I agree not to hold the above real estate company, broker, and/or agents liable for the repair/replacement of a system or appliance that would have been covered by this Plan. The real estate agent offering this Plan does so as a service to protect their client's best interest.

Signature _____ Date _____

I understand that:

- 1) The terms of our Agreement, and the coverage I will receive, will be governed by a Plan Contract that will be mailed to the Home Buyer upon receipt of the Plan fee.
- 2) Coverage is not all inclusive; and contains specific exclusions and limitations.
- 3) I have read and accept the terms of cancellation and arbitration stated herein.

Affordable Coverage You Can *Rely On!*

Select Plan Coverage	HOME SELLER COVERAGE	HOME BUYER COVERAGE An Industry Exclusive			Optional Coverage • Home Buyer Only	
	Standard Home Seller Coverage Included <small>Seller's coverage is available only in conjunction with the purchase of Coverage for Home Buyer</small>	Standard Coverage \$415 \$100 Trade Call Fee	Ultimate Protection \$515 \$100 Trade Call Fee	Platinum Protection \$615 \$100 Trade Call Fee		
COVERED						
Primary Gas, Oil or Electric Heater	Optional Seller's HVAC Coverage \$70	✓	✓	✓		
Air Conditioner/Cooler		✓	✓	✓		
Ductwork	✓	✓	✓	✓		
Drain Line Stoppages	✓	✓	✓	✓		
Plumbing Pipe Leaks (including Polybutylene)	✓	✓	✓	✓		
Toilets	✓	✓	✓	✓		
Water Heater	✓	✓	✓	✓		
Built-in Jetted Bathtub Motor & Pump	✓	✓	✓	✓		
Recirculating Pump	✓	✓	✓	✓		
Instant Hot/Cold Water Dispenser	✓	✓	✓	✓		
Garbage Disposal	✓	✓	✓	✓		
Water Pressure Regulator	✓	✓	✓	✓		
Sump Pump	✓	✓	✓	✓		
Electrical System	✓	✓	✓	✓		
Exhaust, Attic, Ceiling, Whole House Fans	✓	✓	✓	✓		
Garage Door Opener	✓	✓	✓	✓		
Central Vacuum	✓	✓	✓	✓		
Dishwasher	✓	✓	✓	✓		
Trash Compactor	✓	✓	✓	✓		
Kitchen Exhaust Fan	✓	✓	✓	✓		
Oven/Range/Cooktop	✓	✓	✓	✓		
Built-in Microwave Oven	✓	✓	✓	✓		
Washer/Dryer/Kitchen Refrigerator (with Ice Maker)	Washer/Dryer Included for Home Seller	✓	✓	✓		
Best Value!						
Ultimate Protection						
Ultimate Enhancements			✓	✓		
Refrigerant Recapture, Reclaim and Disposal			✓	✓		
Code Upgrades			✓	✓		
Permits			✓	✓		
Haul Away			✓	✓		
Cranes			✓	✓		
Improper Installation			✓	✓		
Mismatched Systems			✓	✓		
Platinum Protection						
Increased Coverage for Plumbing Items				✓		
Increased Coverage for Stoppages				✓		
Modification (with Additional Code Upgrades)				✓		
Increased Coverage for specific HVAC Systems				✓		
Swimming Pool/Spa Equipment (No additional charge if separate equipment)					\$335	\$160
• Salt Water Circuit Board and Cell (Only available with Pool/Spa Equipment Coverage)						\$175
Limited Roof Leak Repair						\$100
Additional Refrigeration Units (See Plan for details)						\$ 70
Ornamental Fountain					<i>New!</i>	\$ 50
Water Softener/Reverse Osmosis Water Filtration System					<i>New!</i>	\$ 50
Well Pump						\$100
Booster Pump						\$ 50
Enhanced Slab Leak Limit/External Pipe Leak Coverage					<i>New!</i>	\$100
Septic Tank Pumping/Septic System/Sewage Ejector Pump						\$ 75
Additional Plan Types For Home Buyer Only						STANDARD
New Construction (Years 1-4 or 2-5) \$100 Trade Call Fee						\$ 625
Multiple Unit Properties \$75 Trade Call Fee						
Duplex						\$ 700
Triplex						\$ 915
Fourplex						\$ 1,150
<small>For cost of Optional Coverage for multiple unit buildings, multiply option cost by the number of units (i.e. Water Softener for Triplex = 3 x \$50 = \$150)</small>						
<small>Ultimate and Platinum Protection: Not available to Multiple Units or New Construction</small>						
For homes 5,000 sq. ft. or over, or guest homes, please call for quote.						