

# Resident Policies and Procedures

## Westgate Apartments & Townhomes

8025 Ashland Avenue, Manassas, VA 20109  
703-368-0164

*Professionally Managed by:*



**MSC**

Management Services Corporation

Real Property Managers, Developers and Brokers

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# Welcome

## THE RESIDENT POLICIES AND PROCEDURES HANDBOOK

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

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

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

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

## OFFICE HOURS AND CONTACT INFORMATION

Business Office and Club Room:	Monday-Friday: 8:30 a.m. - 5:30 p.m.
Leasing Office:	Saturday: 9 a.m. - 3 p.m. Sunday: Closed
Fitness Center:	6 a.m. to 11 p.m. Daily
Pool:	Seasonal once PWC Public School closes Monday - Friday: 12 p.m. – 8 p.m. Weekends & Holidays: 10 a.m. – 8 p.m.
Business Office:	Phone: (703)-368-0164 Fax: (703)-368-0931 Email: <a href="mailto:Westgate@msc-rents.com">Westgate@msc-rents.com</a> Website: <a href="http://www.WestgateRents.com">www.WestgateRents.com</a> <a href="https://0127.MriResidentConnect.com/">https://0127.MriResidentConnect.com/</a>
Maintenance & After-Hour Emergencies:	(703)-361-5779, <u>Option #2</u>
Fire, Police, and Medical Emergency:	911
Non-Emergency Police:	(703)-792-6500
NOVEC Electric:	(703)-335-0500
DTR Towing:	(703)-330-6600

## **WESTGATE APARTMENTS & TOWNHOMES RESIDENT CONNECT PORTAL**

The resident portal effectively extends Westgate's office hours, providing a secure and easy-to-use website that gives you control over your experience at our community and the ability to communicate with our team 24/7/365.

In today's world, the ability to conduct business online with your community's management team has moved from being a convenience to a necessity. Our resident portal empowers you to:

- Pay rent and fees
- View real-time statements and account balances
- Submit and view status on service requests
- Communicate with leasing team members
- Stay current on community news and events

If you have not already set up your resident connect portal account, here are five easy steps that detail what to do to get started using our resident portal:

<b>Step 1:</b>	Go to the resident portal for our community: <a href="https://0127.MriResidentConnect.com/">https://0127.MriResidentConnect.com/</a>
<b>Step 2:</b>	Navigate to the link provided and click Create Account
<b>Step 3:</b>	Populate the shown fields with your email address, last name, and date of birth and submit
<b>Step 4:</b>	Retrieve the username and temporary password sent to your email
<b>Step 5:</b>	Upon your first login, you will be prompted to reset your password. Then you can start interacting with Westgate members and managing your resident account at your convenience

## **RENT PAYMENTS**

Rent is due on the first (1<sup>st</sup>) of each month. A late fee and legal processing fee will be assessed to all unpaid accounts after the 5<sup>th</sup> day of each month. Please refer to your lease agreement or contact the office with any questions regarding late fees. Only a certified check, cashiers' check or money order will be accepted for rent paid after the 5<sup>th</sup> of the month. Please make sure your current address is listed on your payment.

All payments made to the community that are returned by the bank for any reason will result in a late fee and returned check fee. Checks will not be redeposited. If there are three (3) or more checks returned, resident will only be permitted to pay in certified funds for the remainder of their tenancy.

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

### **ONLINE RENT PAYMENTS**

Why leave the comfort of your home, when you can simply pay rent online? We encourage residents to use our online resident connect portal to make rent payments located at the address listed above. It is easy and convenient, and you can see your payment on your ledger as soon as when you make it. Using an electronic ACH transfer from your account to pay rent is FREE with no transaction fees. If you use a credit card, there is a small transaction fee of 2.49%. Fees are subject to change with proper notification.

### **RENT DROPBOX**

There is a drop box to the left of the Westgate Business Office entrance door in which you can drop off your rent payment at any time, available 24/7.

### **MAIL YOUR PAYMENT**

You can mail your payment to our office to the address listed on the cover of this Policies and Procedures Manual. Be sure it is received in our office by the due date as we pay no regard to the post date on the envelope.

### **UTILITIES**

At Westgate, your monthly utility fee includes water, trash and gas (heating and cooking). You are responsible for Electric through NOVEC at 703-335-0500. Electric service should be placed in your name with NOVEC on or before your move-in day. You are responsible for all utilities in your apartment/townhome until the date of your lease expiration, regardless of your move out date. Please do not disconnect electric or any other services until your lease ends.

### **MOVE-IN INSPECTION**

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

- A. PLEASE DO NOT put maintenance requests on the move-in inspection sheet. Attach a separate sheet of paper for maintenance requests or call the phone number on the cover of this Policies and Procedures Handbook to submit a maintenance request.
- B. If in doubt - write it down! If you have any questions about the Move-In Inspection, please contact the Leasing Office. We are here to help you!
- C. Your Move-in Condition Report also includes the number of keys, mailbox keys that you received at Move-In. You will be responsible for returning the number of items indicated on this report, so verify that you have received the correct amount at move-in.

## **PRIVACY POLICY**

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

## **TENANT LEGAL LIABILITY INSURANCE**

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

We offer this coverage for \$11 per month per adult, if unmarried. All occupants of the apartment over the age of 18 must have coverage and be listed on your insurance declaration page. Please note this insurance does not cover your personal property or belongings. Please provide the declaration page at move in if you choose to use your own company.

## **Your Services**

### **MAIL DELIVERY**

Mailboxes are centrally located in each building and for your protection, each mailbox may only be accessed by the key provided to you at move-in. Apartment Mailboxes coordinate to your apartment number.

### **PACKAGE ACCEPTANCE**

Another way we make your life easier is by accepting delivery of your packages when you are away. You will be required to provide a photo ID and sign the Package Log when you pick up your parcel. We will not accept delivery of large items that must be placed directly into your apartment, such as furniture. We also do not accept any responsibility or liability for any packages, including perishable items or lost or damaged items. Package pick up is not available after office hours, so if you have a time sensitive package that you are unable to retrieve during office hours, please contact us to make alternate arrangements.

### **EXTERMINATION**

Another service we provide is a preventative pest control program for the interior of your home. Extermination treatments are proactively completed on a rotating schedule and you will be notified at least 24 hours prior to this service being completed in your apartment. If you notice a pest of any sort, please contact our office immediately. Extermination for fleas and bed bugs are completed at the expense of the resident.

## LOCK OUTS

There is nothing worse than locking yourself out! Monday – Friday, during office hours, come by the Business Office with your photo ID and we will lend you a key to get into your apartment/townhome. After hours, please call our Emergency Maintenance number and the on-call Maintenance Technician will provide you access. Attempting to gain access through windows or other means is prohibited.

Considering that the technician will be required to come back to the property from his home, please be patient. Also of note, there is a fee not to exceed \$77 for lock out service provided after hours.

## MAINTENANCE

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

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

We are also pleased to provide our residents with 24-hour Emergency Service that can be reached at the Emergency Maintenance number listed on page 4 of this Policies and Procedures Manual. Hopefully, you will never need this service, but if you do, you will certainly appreciate having our trained service staff just a phone call away. Before you pick up the phone, please ensure that your issue is a true emergency. Below you will find a list of what we typically consider an emergency situation:

- **Broken Window or Unsecure Door**
- **No Heat, temperature is below 60 degrees**  
This is only an emergency in cold Winter weather when the temperature is below 60 degrees.
- **No Air Conditioning, outside temperature is above 80 degrees** We do not respond to Air Conditioner calls after 8 pm. Not only do the evenings cool down and make the high temperatures more tolerable, but it is difficult for our technicians to diagnose problems on an HVAC unit in the dark. Air conditioning repairs may be performed after hours if a medical condition is of concern.
- **No Electricity in your Apartment**  
If your entire apartment is without power, contact NOVEC. If only certain outlets are affected, please try to reset the GFI breakers prior to calling Maintenance. If the electric is out in certain rooms or portions of rooms, please contact us to discuss the necessity of electricity in that particular room for the evening. The technician may attempt to walk you through resetting the breaker prior to coming to the property or may determine that the outage is not significant enough to be considered an emergency.
- **Gas Leaks or Smell of Gas**  
Please contact emergency maintenance from a phone NOT located in the apartment/townhome. Sparks from phones, even cell phones, can ignite gas. Natural gas has the unmistakable odor of rotten eggs. If you suspect an appliance is leaking gas, turn off the appliance and vacate the premises, then contact emergency maintenance.
- **Flooding of your Apartment/Uncontrollable Water**  
Call us immediately if you cannot control the water from your faucets, sinks, tubs, toilets, water



heater, etc. If you are able, turn off the water valve to the fixture or appliance prior to calling Emergency Maintenance.

- **Fire**  
Call 911 first! Then call us.
- **Clogged or Backed Up Toilet**  
This may be considered an emergency ONLY if there is one toilet in the unit AND you have made every effort, including plunging, to clear the stoppage yourself. In either case, turn off the valve behind the toilet, shut the toilet lid and clean up any mess so the area is clean enough for our technicians to work
- **No Hot Water in your Apartment**  
This may be considered an emergency ONLY if the problem occurs on a weekend before 9 pm.
- **Noise Complaints or Security Issues**  
Please contact the Police at 911 if you feel a situation could endanger you, other residents, or the property. You may call the non-emergency police at 703-792-6500 for disturbances that are not a threat of health and safety.

Please note that a garbage disposal or dishwasher not working is not considered an emergency, nor is a clogged sink or tub, but will be addressed the following business day during normal operational hours.

## Your Community

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

### COMMON AREAS

The area surrounding your apartment including lawns, sidewalks, and any other open spaces in the community and buildings that are shared with other residents are to be enjoyed with consideration of your neighbors. Personal items left in the common areas may be removed and disposed of, without notice, at the expense of the resident.

Drinking of alcohol in public is not allowed on the property.

Please drive carefully throughout the community and be cautious of pedestrians. A 10 MPH speed limit is observed throughout the property.

Please keep our community beautiful and do not litter. All trash should be taken to the trash dumpster and disposed of properly. Do not place garbage bags, newspaper, etc. outside your door, on your patio or balcony, or on your front stoop.

The County and State Fire Codes prohibit the placing of trash, boxes, tricycles, bicycles, toys, grills etc. in the entrance, hallway or on the steps of buildings. For your safety and the safety of those around you, please obey the Fire Codes.

## PARKING

In an effort to provide convenient parking for our residents, Westgate enforces the following policies:

- A maximum of two parking permits are provided for each apartment provided there are two leaseholders. **PARKING PERMITS MUST BE CLEARLY DISPLAYED IN THE LOWER RIGHT CORNER OF THE VEHICLE'S REAR WINDSHIELD.** A parking permit affords you the right to park in the community, but does not guarantee a parking space. Lost parking permits will result in a fee for replacement. A damaged permit will be replaced at no cost provided the unusable permit is returned.
- Guests must park in the specified Visitor Parking areas, which are clearly marked. Residents may not store vehicles in visitor parking. Cars parked in visitor parking for more than 48 hours will be tagged, and if not moved, are subject to towing.
- Parking or storing commercial or large recreational vehicles including boats and wave runners is not permitted.
- Abandoned vehicles will be towed.
- Vehicles parked in fire lanes or other non-parking areas (such as grassy areas, by yellow curbs or fire lanes, unmarked spaces, blocking ingress/egress or access to trash dumpster, etc.) will be towed without warning. Cars not parked in between the lines and taking up more than one parking space will also be towed at vehicle owner's expense.
- NO vehicle repair of any kind is permitted on the property.
- All vehicles parked on the property must:
  - be in running order and not pose a threat to property or safety,
  - be properly licensed, equipped with current county decal and inspection stickers,
  - display current parking permit or be parked in a space designated for visitors.
- Warnings for improperly parked vehicles are given only at our discretion prior to towing, as required by law. Towing occurs at the expense of the vehicle owner. Parking privileges may be revoked for repeated failure to observe parking rules and regulations.
- If you are towed, please contact the towing company listed in the front of your Policies and Procedures Handbook under the *Office Hours and Contact Information* section. Please note that the towing fee is charged by DTR towing and not our community.
- If you obtain a new vehicle, be sure to remove your sticker from your old vehicle and bring it to the Business Office along with your new vehicle registration to obtain a new parking sticker.
- Parking permits must be returned to the Business Office upon move-out or a fee will be charged for each permit not returned.

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

## POOL

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

- The pool and pool area are strictly for the use of you and your guests during seasonal pool hours as listed on page 4. You will be required to show your pool pass to be in the pool area. Trespassing is vigorously enforced.
- Residents are responsible for the actions of their guests. All guests must be accompanied by a resident at all times. There is a maximum of 4 guests per household. Guests have a nominal fee (fees listed at the pool house.) Management reserves the right to limit the number of guests at any time to avoid exceeding occupancy limits.

- Lost pool passes may be replaced at a cost of \$25. This fee will also be charged if pool passes are not returned at move-out (during pool season).
- A 15-minute break every hour will be observed for both pools – no one is permitted in the pools during break. Sitting on the edge of the pool during break is not permitted.
- All good conduct and safety rules must be followed. No horseplay or running. Anyone behaving in an offensive, obnoxious, or unsafe manner will be expelled from the pool area immediately. Never swim after drinking alcoholic beverages, eating or taking medications. No one under the influence of drugs or alcohol will be permitted. **Management reserves the right to permanently revoke pool privileges for unacceptable behavior.**
- Do not use any plug-in radio or other electronic device in the pool area. No water guns are permitted.
- Proper swimming attire must be worn inside the pool. No street clothes, cutoffs, thongs, loose or provocative garments are permitted. T-Shirts worn over swimwear are acceptable. Underwear is not considered acceptable or proper swimming attire.
- Disposable diapers are not permitted in the pool. Garments specifically designed for pool use (such as “Little Swimmers”) are acceptable. If you do not have such item, you can purchase them at the pool attendant counter.
- No glassware is permitted in the pool area. Alcohol is expressly forbidden. Food and drinks are permitted on the deck only.
- Never swim alone. Maximum four guests per household and a resident must accompany guests at all times.
- **ALL USE OF THE SWIMMING POOL IS AT YOUR OWN RISK.**
- Pool parties are not allowed.
- No one is allowed in the pool with any type of bandage or open wound.
- The pool area is off limits after closing. Trespass warrants will be issued and legal action taken for anyone found inside the fenced pool area after closing.
- Management reserves the right to close the pool at any time for safety reasons.
- Management is not responsible for lost or stolen items.
- Complaints concerning the pool should be brought to the Westgate Business Office.
- DIVING IS NOT PERMITTED. Anyone diving may lose his or her pool privileges.
- If trash is left or damages caused by you or your guest, you will be charged accordingly.
- Pets, other than service animals, are not allowed in the pool area or pool.
- Please take care of the pool furniture we have provided for you and your guests to enjoy.
- Management reserves the right to change any pool rules and regulations at any time.
- Failure to abide by the rules and regulations of the pool may result in loss of privileges.

### **BUSINESS CENTER AND CLUBHOUSE Wi-Fi**

Westgate has a Business Center for your convenience and is available for use and FREE for you. Guests must be accompanied by a resident. The Business Center serves as a quiet workplace. Please be courteous and use headphones if the content you are playing on the computer has music or noise. If there are other residents waiting to use the room, please limit your time to one hour. Access to the Business Center will be revoked if you use our computers or internet service to visit inappropriate websites, or download content that is illicit or illegal.

If you are using your personal device, you may access the community’s Wi-Fi using the Wireless ID “Westgate” with the passcode 7033680164.

Eating or drinking is not permitted in the Business Center.

## **FITNESS CENTER**

The Fitness Center is located at 8019 Ashland Avenue, main entrance in rear of the building. To access the fitness center resident pays a one-time \$50 non-refundable Fitness Center registration fee and a \$30 refundable Access Card Deposit. Report any lost or stolen cards to Westgate management. Replacement cards can be obtained for a non-refundable fee of \$25. Make sure you return the access card when you move out to receive your refund.

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

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

- The Fitness Center is for you and your guests only. Guests must be accompanied by a resident, and residents and guests must sign a Release of Liability form in our office prior to using the fitness center. One guest per visit.
- Please read posted instructions before using exercise equipment. If you do not understand the instructions, do not use the equipment.
- The Fitness Center is for exercising. You may be asked to leave the facility if you are loitering or using the equipment improperly.
- Please wipe down equipment with provided antiseptic wipes after each use.
- Use of equipment is on a first-come, first-served basis. Therefore, please be considerate and limit your time on the equipment.
- Please notify us immediately of any equipment problems, and do not use any equipment that is not working properly.
- We urge you to take caution not to overexert yourself, and recommend exercising with a partner. Before undertaking any exercise program, consult your physician.
- Use of Fitness Center facility is "at your own risk." No attendants or supervision of any kind will be provided. Westgate is not responsible for accident or injuries related in any manner to the use of these facilities.
- Failure to comply with these rules & regulations could cause your Fitness Center privileges to be revoked and future access denied. We also reserve the right to prohibit use of the Fitness Center by any individual failing to comply with normal precautions and posted rules.
- LOITERING, SMOKING, and ALCOHOLIC BEVERAGES are NOT PERMITTED in the Fitness Center.

## **COMMUNITY ROOM**

As a Westgate resident, you may reserve the Clubhouse Community room to host gatherings for a deposit and fee. Please contact the office for specific details and availability if you would like to reserve the clubhouse for a function. There is no smoking in the clubhouse and you must be present for the duration of the event.

# Your Apartment

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

## EXTERIOR

No structural changes or additions may be made to the exterior of your home, including installation of satellite dishes. If you wish to have satellite service, please contact the office for permission PRIOR to contacting the satellite service provider to complete the Satellite Dish Addendum, and pay a \$25 inspection fee. **Improper or unauthorized installation of a satellite dish will be considered a serious breach of lease and will be handled accordingly.**

Please keep all entries, patios, balconies, decks, and backyards clean and free of trash or debris. We will dispose of any trash left outside of your apartment/townhome or improperly disposed of around the community and charge your account a minimum fee of \$25 per bag or item.

Townhome residents are responsible for cutting the grass inside the fenced back yard. Maintenance can provide mowing services for a fee which will be billed to the rental account.

You may put up a wreath, but no other decorations or alterations may be made to your front door or entrance. We encourage you to use a doormat. We will remove carpet scraps, automobile mats, or any other mats not designated for outdoor use.

The Virginia State Fire Prevention Code prohibits grilling on balconies or within 15 feet from the exterior of a building. Therefore, we cannot permit the use of grills on the patios or balconies. There are several charcoal grills located throughout the community for your use. Please clean up the area when finished grilling so all our residents can enjoy this amenity.

Balconies/patios/backyards are to be kept clean and orderly at all times. Laundry, towels, blankets, clothes, flags, etc. are not to be hung or displayed on balconies, patios, or yard areas. Trash is not to be stored on balconies/patios/backyards. Motorcycles, boxes, tires, and items that are not classified as patio furniture are not to be kept on your balcony or patio. Clothes lines of any kind are not permitted anywhere on the property.

## INTERIOR

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

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

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

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

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

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

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

**WATER SHUT OFF VALVES**- If water is leaking in your apartment from a sink, toilet or appliance, turn off the water source using the shut off valves. The shut off valve for appliances in your kitchen is located under the kitchen sink, the shut off valves for the bathroom is located on the wall behind the toilets under the tank, and the shut off valve for the bath sink is located under the bathroom sink. Uncontrollable running water should always be considered an emergency and can cause significant damage to the flooring and walls of your home, as well as your personal property. Be sure to contact our office immediately at the sign of leaking water. If the office is closed, contact Emergency Maintenance.

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

**FAN**- With fan options, you will most likely have “on” or “auto.” By choosing “on,” you will engage the fan on your system to circulate air through the home without heating or cooling it. The fan will run for as long as the “on” option is engaged. The “auto” option will only engage the fan when either the heat or air conditioning turns on and needs to be circulated. The “on” option for the fan is generally considered an energy waster since it will require a decent amount of energy to move that much air on a constant basis. Most people leave the fan set to “auto.”

**COOL**- Set the system to cool your home by moving the switch to the “cool” setting. Set the desired temperature in your home and make sure the system is set on auto. The system will run until your home reaches the desired temperature then will automatically turn off. This is the most efficient way to cool your home. Also important to note is that your air conditioner supports a maximum temperature drop of about 20 degrees from the outdoor temperature. What this means is that on

most days, a 20-degree temperature drop is perfectly fine and your home will stay right around the temperature at which you set your thermostat. On extremely hot days, however, your air conditioner might not be able to cool down your home to its normal temperature. If it's 100 degrees outside, for example, your air conditioner might only be capable of cooling your home down to 80 degrees.

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

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

**HEAT-** Setting the heat for your thermostat is very similar to setting the cooling option. Use the same switch or button to cycle through until you reach "heat." You can then use the same set of arrows you used to set the cooling temperature to set the heating temperature. Again, the system will only run when the internal thermometer registers that the ambient room temperature is colder than the set temperature. During the winter months, if you expect to be gone from the apartment for any length of time, we ask that you leave the heat on in your apartment/townhome to a setting of at least 55 degrees to prevent pipes from freezing.

**NOISE-** With the convenience and no hassle lifestyle of apartment living comes the responsibility to keep noise to a minimum and demonstrate respect for your neighbors. Stereos, televisions, radios and conversations should be kept to a moderately low level, and when possible, speakers for televisions and radios should not be placed on the wall adjoining your neighbor's apartment/townhome.

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

**PAINTING and DÉCOR-** We want your home to reflect your style! If you decide to add color to your walls, please note that you will need to return the walls and trim to their original color before you move out. Use small nails or nailed picture hangers to hang accent pieces to keep damage to sheetrock to a minimum and avoid charges upon move out.

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

**ATTICS-** If your apartment/townhome contains an attic access, absolutely nothing is to be stored in the attic. Attics are for access by Management only.

**PATIO/BALCONY-** The Virginia State Fire Prevention Code prohibits open flames within 15 feet from the exterior or a building **so grilling on patios or balconies is a fire hazard and is PROHIBITED.** Please keep your patio or balcony free of trash, laundry, clothing, etc. Only furniture classified as outdoor or patio furniture permitted.

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

**TOILETS AND DRAIN-** Please use a plunger to try to clear a clogged toilet. If this attempt is not successful, call us for assistance. Do not flush paper towels, cotton swabs, feminine hygiene products, condoms, diapers or baby wipes, or any foreign object down drains. There will be a charge for removal of any foreign object as well as any resulting damages. In the event that you report a clogged toilet, and the maintenance department is able to clear the clog by simply plunging the toilet, you may be billed for the cost.

**SHOWER STALL/TUB-** Do not clean with any abrasive cleaners that will scratch tile surfaces. Always close your shower curtain fully during use to prevent leakage and use a heavy bath mat on the floor. You may be responsible if water flows into the floor level below your bathroom. Mold and mildew can be kept to a minimum if you regularly clean and keep your bathroom ventilated. If you discover that the caulk or grout around your shower/tub is deteriorating, please contact our office for repair. If your tub has been refinished, please refer to the instructions for maintaining Refinished Surfaces that will be provided.

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

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



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



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

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

Please contact the Maintenance Department at 703-361-5779 if you have any questions about your refinished surfaces, or to report leaks or problems.

**UTILITY CLOSETS-** Your apartment/townhome has a small closet in the hallway which houses your Hot Water Heater and Heating, Venting and Air Conditioning (HVAC) system. County Ordinances prohibit the use of this closet as a storage room as the storage of personal belongings in this area is a fire hazard. We will not be responsible for any damage to articles stored in the closet. Storage around your HVAC system reduced the efficiency of the heat or air conditioning. If personal belongings are stored in the utility closet, we will remove the items and bill you for the labor. You could be held responsible in the event of damage from a fire caused by storage in this room.

**LOCKS-** Please do not install additional locks on your apartment/townhome doors. If you would like an additional lock, please contact our office.



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

## Your Protection

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

Though we do our best to provide a secure environment, the following guidelines will help you protect yourself.

### **INSIDE YOUR APARTMENT/TOWNHOME**

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

- Mark or engrave identification on valuable personal property.
- Use lamp timers when you leave for extended periods of time.
- In a residential community, screaming may sound like horseplay. In an emergency, be specific by shouting "Help!" "Police!" or "Fire!"

### **OUTSIDE OF YOUR APARTMENT/TOWNHOME**

- When returning to your apartment/townhome late in the evening, always use the main property entrance or commonly used walkways when possible.
- Lock your doors while you are gone.
- Tell other occupants of the apartment/townhome where you are going and when you will be back.
- Do not walk alone at night.
- Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- At all hours, carry your door key in your hand when nearing your entry door. You are more vulnerable when looking for your keys at the door.
- If you notice suspicious persons loitering around the property, report them immediately to the proper authorities. DO NOT confront them yourself.
- Please report any malfunctioning lights to the maintenance office.

### **WINDOW SAFETY**

In June 2000, the U.S. Consumer Product Safety Commission released safety guidelines to help prevent falls from windows. Window screens are not designed or intended to protect from falls. Therefore, window stops will be installed on all windows upon the residents' request which will allow residents to restrict the window opening. Please keep furniture away from windows to discourage anyone from climbing near windows. Thumb Locks are installed on the windows and are screwed onto the window frame preventing the window from opening at your desired height. Please be advised you are responsible for replacing thumb locks should they be removed.

It is the resident's responsibility to notify management of any window problems or if the thumb locks need to be replaced. Please contact the Maintenance Office if you have any questions or concerns about thumb locks, window safety or additional window protection

### **KEYS and KEY RELEASE**

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

If you wish for us to release a key to your apartment/townhome to anyone not listed on your Lease, you must complete a Key Authorization Form (see a community representative to obtain form). You must inform all person(s) listed on the key release that we will require valid photo identification prior to releasing any key or allowing access. We are not liable for unreturned keys or any damages to you, your roommates or your guests for injury, damage or loss to person or property caused by criminal conduct of other persons including theft, burglary, assault, vandalism or other crimes.

## **FIRE SAFETY**

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

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

## **FREEZING WEATHER**

If freezing weather is expected and you are going to be away from your apartment/townhome for an extended period of time, please leave the thermostat set to “auto” and at a minimum of 55 degrees. These precautions are essential in order to avoid substantial damage to your apartment/townhome and personal belongings from broken pipes. If you fail to take these precautions, you may be liable for damages to your apartment and any other affected areas.

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

## **MOLD and MILDEW PROTECTION**

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

- Open windows. Proper ventilation is essential. If it is not possible to open windows, run the fan on the apartment HVAC unit to circulate fresh air throughout your apartment/townhome.
- In damp or rainy weather conditions, keep windows and doors closed.

- If possible, maintain a temperature of between 55 degrees and 80 degrees Fahrenheit within your apartment/townhome at all times.
- Clean and dust your apartment/townhome on a regular basis as required by your lease. Regular vacuuming, mopping, and use of environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.
- Use the bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- Use the exhaust fans in your kitchen when cooking and while the dishwasher is running. Allow the fan to run until all excess moisture has vented from the kitchen.
- Use care when watering houseplants. If spills occur, dry up excess water immediately.
- Ensure that your clothes dryer vent is operating properly, and clean the lint screen after every use if there is a washer & dryer in your apartment/townhome.
- Thoroughly dry any spills or pet urine on carpet.
- Do not overfill closets or storage areas. Ventilation is important in these spaces.
- Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- Report any evidence of a water leak or excessive moisture in your apartment/townhome, storage room, garage, or any common area.
- Report any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- Report any failure or malfunction with your heating, ventilation, air-conditioning system, or laundry system. As your lease provides, do not block or cover any of the heating, ventilation or air-conditioning ducts in your apartment.
- Report any inoperable windows or doors.
- Report any musty odors that you notice in your apartment/townhome.

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

### **PEST CONTROL**

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

- Dirty dishes must be washed or at least rinsed off so that no food is left in the sink.
- Bags, boxes, and newspapers should not be kept in the kitchen. All these things provide hiding places for pests that are almost impossible to penetrate with chemicals.

- Grease gobbles up pesticides. If a surface is greasy it not only provides food for pests, but also absorbs any pesticide before any pest can contact it. Get rid of any grease. Clean with soap and water each time you fry any food.
- Store seldom used items in another room. Pests like to stay where they are not disturbed. They love that box on top of the cabinets that you never open.
- Repair any plumbing leaks. That dripping water in the sink or tub provides an ideal humid environment that pests love. They also must drink water to survive.
- If you have a pet, make sure the food is put away at night. Dog or cat food happens to be gourmet pest food. Keep any open dry food in a sealed container.
- If you see any cracks and crevices, especially in the kitchen and bath, please contact the Maintenance Department so they can be caulked and sealed. Pay special attention to the holes around the pipes where they enter the wall.

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

With all of the recent media coverage surrounding bed bugs, people are concerned about bringing bed bugs into their home. Avoid bringing used furniture into your home, especially furniture you may find along the curb or in a dumpster as it could have bed bugs. Also, when traveling, inspect the room for bed bugs. Pay careful attention to the bed, inspecting the sheets and the mattress seams. Look for small dark spots, cast shells and live bed bugs. Use a flashlight if one is available. If you see signs of bed bugs, immediately request a new hotel room.

## Your Options

### PETS

Pets are permitted in your apartment/townhome, but there are breed restrictions and weight conditions. Each resident must have written permission as a part of his/her lease. Any resident who has a pet without written permission is in direct violation of the lease agreement and will result in an unauthorized pet fine of \$500.

Any aggressive-breed dogs including full, mixed-breed or derivatives of American Staffordshire Terriers, Pit Bull Terriers, Rottweilers, Chows, Doberman Pinchers, Wolf hybrids, Alaskan Malamutes, Siberian Huskies, Presna Canarios, Cane Corsos, Mastiffs/Bull Mastiffs, Ferrets, Snakes, Arachnids and Venomous creatures are **not** permitted on the premises.

The Pet Agreement must be signed and applicable fees are required. **Please contact our office for information about our pet policies prior to bringing a pet into your home.**

### SATELLITE DISHES

There are plenty of options available when it comes to choosing your cable and internet provider. If you find that traditional cable options don't meet your needs, installing a satellite dish may be an option under certain circumstances. **However, you must obtain permission from the office and complete the paperwork prior to scheduling installation of a satellite dish.**

## **WATERBEDS / AQUARIUMS**

Due to the potential for extensive water damage and because of the enormous weight of waterbeds and aquariums, permission must be obtained from the Westgate office before either can be brought into your home. Proof of Renter's Insurance of at least \$100,000 liability coverage is mandatory if you obtain permission.

## **RENEWAL**

Keeping you happy and keeping you *here* is always our goal! At least 30 days prior to your lease expiration, you will receive a renewal offer from our office. This offer will require your response by a specified date in order for us to keep your apartment/townhome off of our rental availability list. Please note that excessive late payments of more than 2 legal filings within any 12-month period may result in non-renewal of your lease.

## **EARLY LEASE TERMINATIONS**

We hope that your residency in our community will be a long and happy one. However, we understand that sometimes unexpected life circumstances require adjustments in our lives. Please contact our office prior to making alternate living arrangements.

- Resident must provide 30 Days' Notice prior to the 1<sup>st</sup> day of the month and shall pay rent through the aforesaid 30 Day notice period.
- The 30 Day Notice Period will not begin until the early lease termination fee equal to two month's rent is paid in full.
- Resident acknowledges that he/she is required to honor any rent abatements agreed upon at the time of leasing, if any, and that the full amount of any such abatement is due and payable to Landlord at the time said Notice is provided.

## **TRANSFER WITHIN COMMUNITY**

Transfers within the property will be considered under certain circumstances, however deposits can't be transferred and there may be fees charged. Please contact the Management Office for details.

## **NOTICE TO VACATE**

If you do not intend to renew your lease at the end of its term, you are required to provide us with at least 30 days' notice to vacate prior to your lease end date. Failure to provide such notice will result in extension of the lease to month-to-month tenancy at the end of the lease term. During month-to-month tenancy, short-term lease fees shall apply, in addition to the "market rent" of the apartment/townhome. Market rent shall be defined as the rate established by the landlord without concessions.

## **Your Departure**

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

## **SECURITY DEPOSIT**

Our goal is to return 100% of your refundable security deposit, plus interest in accordance with the Virginia Residential Landlord and Tenant Act. We expect the apartment or townhome be left in the same condition as it was when you moved in; clean and in good repair. Reasonable “wear and tear” will be given due consideration, as will any damages reported at move-in. You can expect an accounting of your refundable security deposit return within 45 days of your move-out. In addition to any unpaid balances due at the time of move out, other deductions from your deposit may include:

## **UTILITY BILLS**

You are responsible for all utilities in your apartment/townhome until the date of your lease expiration, regardless of your move out date. Please do not disconnect electric or any other services until your lease ends.

## **DAMAGES**

A large percentage of damage charges result from smoking and/or pet damage. Please note that while your carpet may appear in good condition, our professional carpet cleaning company will inspect the carpet and pad for pet urine that is not visible to the eye. Additionally, smokers’ apartments/townhomes typically require more extensive work to prepare the home for the new tenants, due to discoloration and odor problems. Smoke permeates all areas of an apartment/townhome and can lead to discolored window treatments and cabinets, and carpets may require a deodorizing agent. Additional coats of paint or a coat of a stain and odor blocker primer may also be necessary. Any costs associated with replacements, odor treatment, or discoloration will result in charges to the resident.

You are responsible for any damages to the apartment or townhome not reported at move-in. If you did not return the Move-In Condition Report to our office within 5 days from your move-in date, you may be held responsible for all damages in the apartment/townhome.

## **CLEANING**

Within 24 hours of moving into the apartment/townhome, Westgate recommends that you inspect your apartment/townhome to assure the Cleaning Guidelines have been met.

It is your responsibility to leave the apartment/townhome “broom clean”. That means all surfaces are wiped and swept clean. The Non-Refundable Restoration fee paid when you moved in covers the following:

- Steam clean carpets (not to include spot removal or excessive damage)
- Touch up painting
- Clean appliances (not to include scrubbing, scraping of food or spills)
- Clean kitchen cabinets & countertops
- Light cleaning of vinyl flooring in hallway, kitchen and bathroom
- Clean bathroom fixtures and countertops
- Two light bulb replacements
- Clean mini-blinds and windows
- Sweep clean balcony
- Clean washer/dryer (where applicable)
- Clean shelving in closets, cabinets, etc.

The nonrefundable Restoration Fee will not cover the cost incurred by the Landlord for excessive cleaning of the apartment/townhome and or the carpets and floors, repairing pet damage, repairing wall damage, painting walls back to the original color, removing trash, debris or personal items, repairing and/or replacing fixtures including but not limited to, mini-blinds, screens, windows, doors, faucets, sinks, lights, cabinets, tile, countertops, and railings. Any excessive cleaning and/or damage will be deducted from the remaining deposit on hand or billed in excess.

### **MOVE OUT INSPECTION**

We urge you to be present for your move-out inspection. Please contact the office to schedule a move out inspection one week prior to you move out date. At the time of your inspection, your apartment/townhome should be completely empty and cleaned and you should be prepared to return your keys and other returnable items. Please note that the move out inspection is merely an estimate of charges, and is not a final statement of obligation.

### **PARKING STICKERS, ACCESS CARDS, FOBS, AND KEYS**

Keys will be collected by the inspector at the time of your move-out inspection if you are present. Otherwise, all keys must be turned in to the Business Office by noon on the day your lease expires. A receipt will be issued for all keys received. Rent will be charged until keys are received in the Business Office.

Parking Stickers/permits, key fobs, access cards, keys, mailbox keys, etc. must also be turned into the office by noon on the day of your move out or your account will be charged the replacement costs of these items.

Please be certain to remove all your belongings from your apartment/townhome as no right of storage can be given after the lease agreement ends and we cannot protect your possessions. You may be charged for the disposal of any items and or trash left in the apartment/townhome.

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### **POOL USAGE**

Please note that by obtaining a pool pass and entering the pool area, you and your guests agree that you will release, indemnify, and hold harmless the community, and its heirs, assigns, executors, administrators, affiliates, employees, insurers, adjusters, attorneys, representatives, owners, predecessors in interest, successors in interest, subsidiaries, parents, policyholders, officers, directors, agents, management, stockholders and/or associates, both individually and/or collectively, from any and all claims, debts, demands, damages, charges, actions, causes of action, costs, expenses, and/or liability, whether known or unknown, whether in law or in equity, whether existing as of this date or relating in any way to the use of the pool and/or pool area, and from any and all claims and/or liens of Medicare, Medicaid, the Commonwealth of Virginia, or any provider, insurer, third-party payor, employer, workers' compensation insurer, attorney, or any other entity for services or treatment rendered or payments or benefits provided to or on behalf of Resident for or because of



any alleged claims, losses, or damages, as allegedly suffered or incurred as a result of Resident's use of the pool and/or the pool area.

As a Westgate Resident, you understand and agree that life guards are present during all hours of operation of the pool, and that, at all times, the pool and pool area is USE AND SWIM AT YOUR OWN RISK. You understand and acknowledges that the presence of the life guards shall in no way constitute nor shall it be construed as a guarantee, an assurance, or even an implication of safety for those individuals using the pool or the pool area; it being expressly understood and acknowledged that such safety shall be the sole and exclusive your responsibility or of the individual using the pool or the pool area.

### **FITNESS CENTER**

Your usage of the Westgate Fitness Center constitutes your agreement with the following terms and conditions of the exercise equipment and any other areas designated for exercise by Westgate Apartments and Townhome LTD at 8025 Ashland Avenue, Manassas, VA 20109.

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

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

### **ASBESTOS**

The Federal Occupational Safety and Health Administration (OSHA) legislation 59 FR 40964 1910.001 requires property owners and managers to disclose that certain building materials are presumed to contain asbestos. OSHA deems all thermal system insulation, sprayed or troweled on surfacing materials, and floor coverings installed prior to 1981 to be potential asbestos containing building materials unless found through testing to be asbestos free.

We have had extensive asbestos testing at our property, performed by two separate companies since we purchased the property in 1986 and none of the various samples taken contained asbestos. A few apartments/townhomes, however, tested positive for asbestos in the original tile flooring. Since then, we have encapsulated (overlaid) these areas with asbestos free sheet vinyl without disturbing the original tiles. These installations were performed in accordance with OSHA regulations.

OSHA developed legislation 59 FR 40964 to increase awareness of employees and contractors working in buildings that may contain asbestos, as well as notify residents of any presumed asbestos-containing material. Asbestos is only a hazard when fibers become airborne through excessive abrasion, drilling, or demolition. As such, please do not make any alterations, drill, sand or otherwise disturb any of the vinyl surfaces in your residence without consent from the Westgate management team.