

***BROOKS REAL ESTATE, INC.
PROPERTY MANAGEMENT***

RENTER'S HANDBOOK

***BROOKS REAL ESTATE, INC.
312-B Lightfoot Rd
WILLIAMSBURG, VA 23188
Property Manager-Angela Darrin
Direct Line # (757)345-6017
Direct Fax # (757)34-6014
Front Desk
Main Line # (757)229-1507
FAX # (757)220-3815***

***This guide is designed to answer some of the common
questions
regarding rental property & tenant responsibilities.***

TABLE OF CONTENTS

SECTION I

GENERAL INFORMATION

	<i>Page</i>
A. Office Hours	1
B. Emergencies	1
C. VRLTA	1
D. Rent Payments	1
E. Agency	2
F. Delinquent Rent	2
G. NSF Checks	2
H. Insurance	2
I. Security Deposits	2
J. Maintenance	2
K. Lease Covenants	2

SECTION II

MAINTENANCE

A. Water Shutoff	3
B. Electric Power	3 - 4
C. Heat/AC	4 - 5
D. Appliances	5 - 7
E. Freezing Weather	7 - 8
F. Miscellaneous	8 - 9

SECTION III

GUIDELINES FOR A SUCCESSFUL MOVE-OUT

A. Proper Notice	9
B. Responsibilities	9
C. Final Inspection	10 - 11

APPENDIX I UTILITY SERVICE NUMBERS	12
---	----

ACKNOWLEDGEMENT (Signature)	13
------------------------------------	----

SECTION I - GENERAL INFORMATION

OFFICE HOURS

Monday thru Friday: 8:30 am - 4:30 pm (Office Hrs)
Monday thru Friday: 8:30 am - 4:30 pm (Phone Hrs)
Saturday & Sunday: Property Management Office is closed,
but can be reached in an **emergency**.

Routine calls should be directed to your property manager during normal business hours. Brooks Real Estate Property Management has a digital pager and a voice mail service (choice #3 on our phone message) for after hours and weekend communication. If you wish to leave a message that is not an emergency, please do so, and the property manager will get back to you during regular office hours.

EMERGENCIES

EXAMPLES of an EMERGENCY: No heat or hot water, severe storm damage, main sewer line blockage, fire, etc. Please call our main number (229-1507) to notify the on-call property manager. Our property management office uses a voice mail system to receive emergency service requests after hours. This system requires that you leave a message (choice #3 on the phone message) leaving your name, phone number, address, and the nature of the emergency, in order that we can respond to you in the most efficient manner. NOTE: If you have an emergency that involves fire, criminal act, etc., you should notify the fire/police departments FIRST, using 911, then contact us to report the matter.

VRLTA

The Virginia Residential Landlord and Tenant Act became law in 1974; it's purpose being to express the rights and obligations of parties to a rental agreement. We strictly adhere to VRLTA for the protection of all parties. Copies may be found at the local library.

RENT PAYMENTS

Rents are due the first day of each month without deduction or demand. All rents should be **made payable to Brooks Real Estate and mailed to 312-B Lightfoot Rd, Williamsburg, VA 23188.** (Please ensure that the address for which you are paying rent is clearly printed on the check/money order). If you wish to deliver payment to our office after hours, there is a mail/drop box on the front of the building for your convenience. Please 1) do not leave cash in the mail/drop box, 2) enclose your payments in an envelope, and 3) Brooks Real Estate cannot be liable for lose of such items dropped in our drop box. Pre-addressed envelopes are available through our office by request.

AGENCY

Unless otherwise stated, in regards to Agency, when leasing property, Brooks Real Estate and its employees are acting on behalf of and for the property owner(s). Though we represent the property owner(s) and their interest(s), we cannot guarantee the owner's obligations under the Lease.

DELINQUENT RENTS

If the rent is not received by the due date indicated on the individual lease, a late fee will be charged to your account and you will receive notice of default. These default notices are serious as they could precede legal action which could affect credit standings. We forward default notices to our attorney. You may also be responsible for court costs and attorney's fees if legal action is necessary to collect unpaid monies.

NSF CHECKS

Checks returned by your bank for any reason incur a service fee of \$25 as stated in the lease. You could be required to make subsequent payments in the form of certified funds.

INSURANCE

The lease requires you to insure your personal property. Most insurance companies offer a "tenant-homeowner" policy of some type at very reasonable rates. THE PROPERTY OWNER'S INSURANCE PROTECTS HIS/HER PROPERTY ONLY.

SECURITY DEPOSITS

Your security deposit is held in an escrow account until the lease is terminated and you surrender possession of the property. **DO NOT CONSIDER YOUR DEPOSIT AS THE FINAL MONTH'S RENT** as it cannot be used as such. In accordance with VRLTA, we process security deposit disbursements within 45 days of termination if the closing utility bills have been received by Brooks Real Estate. Interest is earned on deposits held longer than thirteen months at rates outlined in VRLTA.

MAINTENANCE

Routine maintenance/repairs will be performed during normal business hours and you are responsible to grant access to workmen per the terms of your Lease. Property managers are not required to grant access or supervise work. You may authorize the release of keys by your property manager if you are unavailable during normal business hours.

LEASE COVENANTS

Your lease application is part of the lease; therefore, it is essential that you report any changes in that information immediately. We must be advised of any changes in household members, employment, phone numbers, etc.

SECTION II - MAINTENANCE

PURPOSE

To guide you with operation and routine requirements of most common appliances, heating and cooling units, electrical panels, and plumbing fixtures. When you experience a problem, refer to the appropriate section to assist you in isolating and describing the problem to your property manager.

WATER SHUTOFF

The Tenant(s) should locate the main water cutoff valve for use in case of emergency. Most properties have a single valve (often located on an exterior wall near the front door, in the garage, utility room, closet, or under a sink) which will stop all water from going to the interior lines. Most fixtures have individual cutoffs to enable you to shut off a leaking toilet, for example, without impact to the rest of your water supply. It is your responsibility to know the location of these cutoffs and how to use them to prevent excessive water damage to the property in the event of an emergency. If you have made all reasonable attempts to locate these shutoffs and cannot, contact our office, and we will assist you in this process.

ELECTRIC POWER

Locate the power panel, normally situated back to back with the electric meter. In newer properties, you will find circuit breakers. These are operated on/off by flipping a switch. To check breakers, turn them off, then on again. Often a tripped breaker will move only slightly and cannot be detected at first glance. There is normally a legend on the inside of the breaker box door indicating which circuits the breakers control. **CIRCUIT BREAKERS ARE NOT DESIGNED TO BE USED DAILY OR AS SUBSTITUTE ON/OFF SWITCHES.**

GFI CIRCUITS are included in many homes. GFI stands for Ground Fault Interrupter, and these breakers are a safety device designed to cut power to circuits when an abnormality (such as a short or overload) is detected. These breakers are often identified by a red or yellow button. Another type of GFI looks like the typical wall outlet with a test/reset button between the plug-ins. GFI's are normally in bathrooms, kitchens, garages, or utility rooms. Always check the GFI breaker(s) before requesting maintenance. Covers on exterior outlets should remain closed when not in use. **ALL BREAKERS SHOULD REMAIN "ON" DURING TENANCY AND LEASE TERM.**

FUSE PANELS are common in older homes and replacement of bad fuses is the

responsibility of the tenant. To check a cartridge-type fuse, pull it out and check for ruptures or burns. REPLACE THE HOLDER RIGHT-SIDE UP. DON'T FORCE THE PRONGS APART. If inserted upside-down, the holder will not operate. You should always keep several spare fuses in the required sizes on hand. Screw-in fuses have a visible wire or red button in the cap which you can check. If the wire is broken/melted, replace the fuse. If the button is popped, push it in. NEVER REPLACE A FUSE WITH A SIZE OTHER THAN DESIGNATED.

HEAT/AC

HEAT PUMPS provide both heating and cooling from a single unit. Heat Pumps operate efficiently in all but the most extreme temperatures. They also have an auxiliary/emergency back-up system which assures you of heat in the event of a primary system failure. You can use the back-up system to: a) supplement the heat output of the system when the weather is extremely cold or; b) provide emergency heat when an outage occurs.

Should you notice water dripping from the interior portion of the heat pump during air-conditioning season, shut the unit off immediately and call Brooks Real Estate for service. If you live in a two-story property, adjusting the vents to regulate air-flow from winter to summer (since warm air rises) will help you maintain a uniform temperature throughout the house. **You should change heat pump filters monthly as stated in your lease, for they move large volumes of air. A new filter will reduce the amount of dust, prevent damage to the heat pump, and increase heating and cooling efficiency, thereby lowering your utility costs.**

Heat pumps are most efficient when you select a temperature you find comfortable and leave that setting alone. Turning the thermostat up and down uses more energy than simply allowing the unit to regulate a preset temperature. The output from a heat pump (in the heat mode) will only feel lukewarm to you since this air is in the 80 -90 range, lower than your body temperature. The most reliable way to verify that the heat pump is working properly is to compare the temperature you have selected against the reading.

Before the heat pump is started, be sure electrical service has been supplied to the compressor for eight hours in cold weather and two hours at other times. A small heater in the compressor needs to be in operation long enough to keep the oil and refrigerant separated, or the compressor may be damaged. This is also true whenever there is a power outage for more than a few minutes, and particularly if the weather is cold. Use auxiliary heat for 6 to 8 hours after power is restored.

ELECTRIC FURNACES are quite simple in operation. Remember to clean or change the filter monthly and do not block the return vents with furniture.

BASEBOARD HEAT is also simple. **Never place furniture or other articles in front of the baseboard heaters.** As with any electrical device, check fuses and/or breakers first when you experience an outage.

GAS/OIL furnaces have an emergency cutoff switch located near the furnace which is often mistaken for a light switch. It normally has a red cover plate. If your furnace fails to operate, check this first. Some gas furnaces have automatic lighting and no pilot light is required. The gas company technician who connects your service will be able to explain safe and efficient usage of your gas equipment.

If you have an oil furnace and allow the tank to run dry and the feed nozzle becomes clogged, you will be responsible for the expense involved in cleaning/restarting the unit. If your heat is provided with radiators and one or more remain cold, the lines supplying them may need to be bled of trapped air. Furnaces also have a pilot light which stays lit at all times. Most units have relighting instructions on the furnace itself so that you may safely relight if the pilot goes out. It is wise to familiarize yourself with the relighting procedure before you have a situation which requires it.

CENTRAL AIR is quite easy to maintain. Ensure that filters are changed monthly, as with heat pumps.

WINDOW/WALL UNIT A/Cs require periodic removal and cleaning (by rinsing with water) of the filter, normally located behind the front panel of the unit or in a tray.

APPLIANCES

ELECTRIC STOVE - If the stove fails to operate, check the circuit breaker or fuse. If the oven will not turn on, try the broiler to check the upper element. If neither element comes on, check the timer. If the timer is activated, reset to manual control. A timer that is active will prevent the oven from working.

SELF-CLEANING OVEN - Has a latch on the top of the door and uses extreme heat to clean. Follow instructions on the stove to clean. **DO NOT use any abrasive cleaners on the stovetop/oven.**

CONTINUOUS CLEANING OVEN - Has a cavity which absorbs grease when heated. The only way to clean the oven is to use it. If additional cleaning is required, most manufactures recommend wiping with a mild soap & water solution. Because the cavity has a limited capacity to absorb grease, it is suggested that you line the bottom of the oven with heavy duty aluminum foil or a shallow drip pan. **DO NOT USE COMMERCIAL OVEN CLEANERS, AS THEY WILL PERMANENTLY DAMAGE THE OVEN!**

REFRIGERATOR - Requires little in the way of upkeep, however you should keep coils and grate free of dust and other debris. The refrigerator MUST be kept running at all times. DO NOT use sharp instruments to defrost a manual type refrigerator. No-frost models will normally shut off for a period of time each day to perform their defrost function, controlled by an internal timer. Keep seals/gaskets clean and free of mildew. **If you must move the refrigerator at any time, exercise extreme caution to avoid damage to the appliance or the floor for which you would be responsible.**

DISHWASHER - You must run the dishwasher through a complete cycle at least once a week to keep the seals properly lubricated. Failure to do so may damage the dishwasher and result in leaks, for which you would be responsible. Use only dishwasher-type detergents.

WASHER/DRYER - Filters should be cleaned and kept free of buildup. Washer connection should be checked periodically to ensure that no leaking is occurring. Dryer hose should be free of kinks. Damage to laundry equipment resulting from misuse or neglect will be your responsibility.

DISPOSAL - If the disposal fails to operate, follow these steps: a) turn the blades backwards with a broom handle or special wrench (if provided) then; b) reset the power to the disposal by pressing the reset button found on the body of the disposal and; c) Check the circuit breaker. If the unit fails to work after performing these steps, call for service. **Be aware that you are responsible for plumbing problems by excess grease and other foreign material in the plumbing lines. ALWAYS RUN WATER WHILE USING THE DISPOSAL TO PREVENT BUILDUP OF PARTICLES IN THE DRAIN LINE.** Grinding a tray of ice periodically helps to keep the blades sharp.

WATER HEATER - If gas, learn to relight pilot. Similar to gas furnace. If electric, check to see if you have a water heater control device installed by Virginia Power and learn to recognize what the indicators mean. If the water heater fails to provide any hot water, check the breaker. If the tank is leaking, you should a) turn off the circuit breaker powering the heater; b) shut off the water supply valve (normally on top of the heater) by turning clockwise then; c) connect a hose to the drain valve at the bottom of the heater and open the valve to allow the water to drain outside of the property. These steps will minimize water damage to the property and your personal items until a repairman arrives.

FREEZING WEATHER

It is your responsibility to take precautions during freezing weather to prevent damage to the rental property. Although there is no guarantee that you can keep pipes from being damaged by a hard freeze, we offer these guidelines to minimize the chances that it will happen. It is not unusual to wait for a plumber several days when the weather is extremely cold, so the more precautions you take, the better.

1. Drain the well pump. There is normally a drain plug on the bottom which can be removed. Unplug the pump from its power source. Open any exterior

faucets connected to the pump.

2. If your house is on a crawl space, ensure that all exterior crawlspace vents are completely closed to the cold outside air.

3. Disconnect all hoses from exterior faucets and cover the faucets with a plastic bag or commercially available faucet covers. If there is a cut off valve inside the house, turn the water off to exterior fixtures and leave them open to drain as much as possible.

4. When the chill factor is 30 or below, leave the interior door open to an unheated utility room. Leave cabinet doors open under sinks to allow warmed air to circulate around those pipes. Leave a small amount of water dripping from all faucets at night. Frozen pipes can sometimes be thawed using a blow dryer.

5. If you are away for any length of time during the winter months, leave heat ON, turn water OFF, open faucets and have a friend check the house frequently. It is advisable to give this person a point of contact for Brooks Real Estate should a problem occur while you are gone. THE COST ASSOCIATED WITH DAMAGE DUE TO FROZEN PIPES COULD BE YOURS.

6. If you experience a frozen water line, turn the water to that line off and report the problem to your property manager immediately. Monitor the affected line to ensure that it does not thaw and leak through a rupture.

MISCELLANEOUS

NO WAX FLOORS - Use only preparations designed for them.

FIBERGLASS TUBS & SINKS - Use NON-ABRASIVE CLEANERS ONLY. Use of any abrasive cleanser or pad/sponge will permanently damage the finish and render them impossible to clean thereafter. Damage of this nature would be your responsibility.

CARPETS - Should be professionally cleaned at least annually to maintain proper appearance and condition. Professional carpet cleaning prior to the final inspection is also required and proof of receipt will be required.

WALLS - DO NOT use sticky hangers, moly bolts, contact paper, anchors, or any other type of material or device which will cause permanent damage to the walls. Small nails in reasonable quantities are acceptable.

CABINETS - DO NOT use contact paper to line shelves or drawers. You are

responsible for the residue which cannot be removed.

WOOD STOVES - Ask about any special instructions. Use seasoned hardwoods only. Cleaning (by a qualified professional) on an annual basis is required to preclude damage or possible chimney fire. Proof of receipt is required.

FIREPLACES - Considered part of the required cleaning (see wood stoves) annually and at move-out. Proof is required. Ensure that precautions are taken to protect the surrounding carpet and fixtures from sparks and ash. Avoid low, smoldering fires as these are the type that encourage buildup of residues in the flue. **IMPORTANT: IT IS RECOMMENDED THAT YOU KEEP A FIRE EXTINGUISHER OF THE PROPER TYPE ON HAND WHENEVER YOU ARE USING A WOOD STOVE OR FIREPLACE.**

EXTERIOR - Ensure that beds are maintained and shrubs kept neatly trimmed. Gutters should be cleaned spring and fall, and free of any mildew buildup, leaves, etc. Examine the exterior of the house periodically and advise your property manager of any needs.

EXTERMINATION - If pest control service for ants, spiders, roaches, crickets, etc. is needed within 30 days of occupancy, Brooks Real Estate will determine if the Landlord is responsible for a one time service call. After this time period, the Tenant will be responsible for all pest control services during occupancy.

PETS - If your lease allows pets, at the end of occupancy, the Tenant needs to be sure the property is free of damage and fleas, etc. associated with having pets included in their lease. If the cost of spraying for fleas and any damage done to property by the pet exceeds the non-refundable pet fee, the Tenant will be responsible for the difference. Flea bombs should be set off at regular intervals (at least every 6 months) due to control of fleas during the summer months when they tend to become worse during the hot months.

SECTION III - GUIDELINES FOR A SUCCESSFUL MOVE-OUT

NOTICE PERIOD

The standard notice period under our lease is Two (2) Full Months Notice, and such notice must be given in writing. If you are uncertain as to the proper length of notice to give, consult your property manager to obtain instructions. We will automatically mail you a form to indicate your desire to renew or terminate the lease approximately 70 days before the expiration of the current term. It is very important that you return this form promptly to ensure compliance with the notice provision of your lease. It is your responsibility to ensure that proper notice is given when you renew or vacate.

RESPONSIBILITIES

When you give notice to vacate, you will receive acknowledgement from us, and we will request a preliminary inspection of the property so that the marketing process can begin. **We need to advertise and show the property prior to your departure, and we must have access (with reasonable notice) during normal hours. With that in mind, it is important that the property be kept in order and the general appearance satisfactory at all times.**

FINAL INSPECTION

When you have determined what your last day in the property will be, you should contact your property manager to schedule a date for the final inspection. Most people move in the last few days of the month and appointments are made on a "first come, first serve" basis. Therefore you should contact us as soon as possible to ensure that you can get an inspection time that is compatible with your plans.

ALL UTILITIES MUST BE ON FOR THE FINAL INSPECTION. You should also have any required receipt copies and all keys (including mail) ready to return to the property manager. **RENT IS CHARGED UNTIL ALL KEYS ARE RETURNED.** All cleaning (particularly the carpets and fireplace) called for in the lease and your general house cleaning must be completed prior to the appointment. Any items not accomplished when the property manager arrives will be completed from security deposit monies, so it is important that you inspect the house carefully to ensure nothing is overlooked.

NOTE: Beware of "bargain basement" prices offered by some companies (i.e. - carpet cleaning, fireplace, extermination, etc.) as the quality of the job is your responsibility. We will be happy to provide you with a list of recommended contractors at your request.

You are not responsible for normal wear and tear on the property. However, excessive damage due to misuse, abuse or neglect will be assessed against you. We will be happy to provide you guidance at the preliminary inspection on what steps should be taken if problems exist.

GENERAL - All personal property must be removed from the premises and utilities must be ON. The property manager will not inspect otherwise. The property manager is not obligated to re-inspect. You may be charged a fee for additional inspections or missed appointments.

YARD - The lawn should be freshly cut. It should be free of leaves, trash, and any other debris. Any holes will be filled with firmly packed soil and reseeded or sodded. Any un-repaired damage to the yard will be corrected at your expense.

EXTERIOR - Driveways/parking spaces will be free of excessive paint, grease, or oil. Solvents are available at most hardware stores which will safely remove oil/grease deposits. The exterior walls should be free of damage (missing bricks, etc.) and excess dirt or mud. Excess accumulations of mildew can be treated with a solution of one part bleach to three parts water, and then rinsed with a hose. Gutters and downspouts should be cleaned prior to the inspection.

STORAGE ROOMS/GARAGES/ATTICS - Must be empty (other than items which belong with the property) cleaned & swept. Floors should be clean and dry for the inspection.

INTERIOR - Windows should be clean and free of decals. Window-sills should be free of bugs, dust, leaves, etc. Close storm windows and ensure that screens are intact, installed, and clean. Any window treatments provided by the owner should be neatly hung and clean. Blinds and shades should be clean, intact, and operational.

Floors should be swept, mopped and free of dirt/debris. Door thresholds should be cleaned of accumulations of dirt. Moldings should be clean and free of dust/dirt.

Walls and ceilings should be free of dirt and cobwebs. Large smudges, crayon marks, food stains, and oil or grease are NOT considered normal wear and tear. Ceilings should be brushed lightly with a broom. Damage to walls due to installation of adhesive papers, hangers, decals, etc. is NOT considered normal wear and tear. Nails and the like should be removed from the walls, patched & painted.

Bathrooms should be cleaned and the walls, floors, fixtures, etc. should be free of soap residue. Grout and caulk should be free of mildew. Clean any accumulations of dust/lint around exhaust fans. Clean fiberglass tubs, sinks, showers, etc. with **NON-ABRASIVE CLEANERS ONLY**. Damage to fiberglass from the use of abrasive will be assessed against you and is very expensive to correct.

Light fixtures will be clean and free of dirt, dust, bugs, etc. Working bulbs of the proper type and size will be in every fixture.

Appliances will be thoroughly cleaned inside and out. Stoves and refrigerators should be pulled out and clean behind/underneath. Most stovetops will lift to allow you to clean under the burner area. Burner pans should be thoroughly cleaned or

replaced. The dishwasher should be clean inside and free of mildew or standing water. All parts (flatware basket, racks, accessories, etc.) will be intact and operational. Any accessories (ice trays, etc.) for other appliances should be clean and appropriately installed.

The range hood should be clean and free of grease. The hood filter can be cleaned by running through the dishwasher, or a replacement can be obtained.

Ensure that all articles are removed from the cabinets and shelves are wiped down. Shelf paper should be removed.

APPENDIX I

Prior to taking possession, please contact the appropriate utilities to establish service in your name. The following numbers cover all areas serviced by Brooks Real Estate Property Management. You may be required to pay deposits for some of these services. The utility representative can inform you as to amounts, method of payment, etc. We have also provided school information.

Electric:

Dominion Virginia Power	1-888-667-3000	City of Williamsburg, James City County, & York County
-------------------------	----------------	--

Natural Gas:

Virginia Natural Gas	1-866-229-3578	City of Williamsburg, James City County, & York County
----------------------	----------------	--

Suburban Propane	229-5777	
-------------------------	----------	--

Water/Sewer:

City of Williamsburg	220-6188
James City Service Authority	253-6800
York County	890-3702
HRSD & HRUBS	877-2019
Newport News Waterworks	926-1000

Telephones:

Verizon	954-6222	City of Williamsburg, James City County, & York County
---------	----------	--

Cable for Televisions:

Cox Communications	224-1111	James City County & Bruton District of York County
--------------------	----------	--

Parking Permits:

City of Williamsburg	220-6180	City of Williamsburg
----------------------	----------	----------------------

Trash Pick-Up:

BFI	898-5488
Stokes Disposal	829-2262
Suburban Disposal	253-0519
Waste Management	(757)727-0111

ACKNOWLEDGEMENT

I have received, read, and understand Section I of the Brooks Real Estate Renter's Handbook.

I understand that this acknowledgement and receipt of such handbook will be retained as part of my lease obligation during my entire lease terms.

Tenant's Signature _____

Date _____

Address _____
