

## **Rental Agreement and House Rules**

**Please email the signed rental agreement to [DCvisitors@gmail.com](mailto:DCvisitors@gmail.com)**

*We want you to enjoy your stay with us. Please review our rental agreement and please know that when you book with us, you are agreeing to these terms:*

1. **GENERAL:** Tenant is mutually agreeable to the following information in accordance with the terms and conditions outlined herein:

2. **PURPOSE:** The purpose of this Agreement is to establish certain financial and other relationships between Kalorama Manor LLC DBA "Ritzy Rentals" and Tenants occupying Ritzy Rentals properties. This document shall constitute only a license and shall not be deemed to constitute a lease or to create or transfer interest or a lien on real estate. Ritzy Rentals reserves the right to terminate this Agreement at its discretion. The relationship between Ritzy Rentals and the Tenant shall be subject to the terms and conditions in this Agreement.

### **3. OCCUPANCY**

A. **STUDENT TENANT OCCUPANCY CAPACITY:** All luxury units and row homes consist of shared living. All residential properties owned and managed by Ritzy Rentals are to be occupied by the maximum allowable number of tenants. In case of early or unexpected departure, the tenant(s) who remain agree to accept newly assigned roommate(s).

1. **APARTMENT UNITS:** Each apartment unit contains 1-3 bedrooms\*, accommodating 1-3 twin beds per bedroom, allowing a maximum of 5-7 Tenants to reside in each unit. \*Some units contain a converted den which qualify in accordance The District of Columbia Housing Code, that may act as a single bedroom, with a window.

2. **ROW HOMES:** Each row home, varies in size, but typically contains 3-4 bedrooms per floor, accommodating 1-4 twin beds per bedroom, allowing up to 5-8 Tenants per floor, and up to 24 Tenants per home.

### **B. DEFINITION OF OCCUPANCY**

1. **SINGLE:** One bed in a bedroom or converted den; with or without a window.

2. **DOUBLE:** Two beds in a bedroom or converted den; with or without a window; beds may be (un)bunked upon agreed consent and expense of occupying tenants. All bed configurations must be returned to their original setup prior to departure or resident risk deductions to their deposit.

3. **TRIPLE:** Three bed in a bedroom; beds may be (un)bunked upon agreed consent and expense of occupying tenants. All bed configurations must be returned to their original setup prior to departure or resident risk deductions to their deposit.

C. **RIGHT OF OCCUPANCY:** Tenants have a right of occupancy in and access to space in the property and room assigned by Ritzy Rentals or authorized agents, shared use of

facilities and furnishings in the common areas on the property in which the space is located.

**D. ASSIGNMENT, RATE & TERM OF OCCUPANCY:** Space assignment, with its applicable rate, is made by Ritzy Rentals in accordance with Paragraph 3 of this Agreement. The term will be the period of time covered by the summer, fall and/or spring sessions or other mutually agreed upon dates as noted above, for residential housing accommodations; and subject to other terms outlined in this agreement.

**E. ORGANIZATION STAFF TENANT OCCUPANCY (if applicable):** In the event a Sponsoring Organization requires accommodations for faculty, staff or residential advisors, Housing occupancy for participating staff or faculty members is as outlined in the Group Housing Services Agreement.

**4. ASSIGNMENT CONTROL:** Ritzy Rentals reserves all rights concerning assignment, reassignment, and adjustments in accommodations it may consider necessary during the terms of this Agreement. In cases dealing with Sponsoring Organizations, Ritzy Rentals will attempt to give great consideration should the Sponsoring Organization submit preferential rooming assignments on behalf of their students, unless otherwise noted.

#### **A. ROOM/UNIT MATES**

**1. GENDER/IDENTITY:** Ritzy Rentals reserves the right to accommodate members of the opposite sex within the same unit, or floor, upon consent of other Tenants currently residing in the unit or floor. Under no circumstances will Ritzy Rentals assign members of the opposite sex to reside in a shared bedroom.

**2. REQUESTS:** Insofar as possible and as space permits, a reasonable effort is made to honor requests for specific assignments, rooms, and mutual roommate requests. Failure to honor roommate preference will not void this Agreement. Ritzy Rentals will not accommodate roommate requests based on a preference of a certain race, age, religion, sexual orientation, national origin, or disability.

**3. CONSOLIDATION & RECONFIGURATION:** Ritzy Rentals reserves the right to consolidate or reconfigure Tenants should there be a need for space based upon gender identity or to authorize the maximum allowable number of tenants. Consolidation refers to reassigning students without roommates or with fewer roommates to create more assignment options. Reconfiguration refers to assigning additional roommates to students with fewer roommates with proper written notice and change of rate (where applicable) to create more housing options.

**B. CONTRACT NOT TRANSFERABLE:** This Agreement is not transferable and may not be sold or reassigned. Tenant is not permitted to assign or exchange space assignment given by Ritzy Rentals, or to assign any other right created by this contract to any other person or organization. However, the provisions of this paragraph shall not prevent Ritzy Rentals from reassigning, re-licensing, or taking any other action permitted on termination of Agreement under the Termination clause of this Agreement.

**5. CANCELLATION PRIOR TO OCCUPANCY:** Any prospective Tenant or applicant who wishes to cancel their reservations must do so by written email notice received by Ritzy Rentals more

than 30 days prior to the posted session start date. If notice of cancellation is received less than 30 days prior to the published session start date issued, regardless of application date, applicant will forfeit any & all security deposit(s).

**6. EXTENDED STAYS:** Tenant may be eligible for extended stays on a per week basis. A written request for extension of stay must be submitted to Ritzy Rentals and eligibility is subject to availability at the time of request. A Tenant extending residential services with Ritzy Rentals beyond the session end date of the original Agreement shall honor the terms of this Agreement for the duration of the extended term.

**7. EARLY WITHDRAWAL OR TERMINATION:** Ritzy Rentals will not be held liable or responsible for a Tenant's early withdrawal from their Housing for ANY reason, including, but not limited to termination of employment or internship, illness, relocation, or family circumstances. As such, there will be no refund or reimbursement of Housing fees.

## **8. CARE AND USE OF SPACE**

**A. CONDITION:** Tenant will respect their living environment and all furnishings/provisions within. As such, Tenant agrees to maintain the space in a clean, orderly, undamaged, and sanitary condition at all times for the duration of their tenancy. Tenant agrees to return their personal and common area living space in the condition in which it was found. This includes all quantities of dishes, cookware and utensils, cleanliness and condition of the unit and all furnishings must be accounted for and returned to their original arrangement and configuration.

**B. REGULAR CLEANLINESS:** Tenant agrees to regularly maintain an appearance of their personal space conducive to a harmonious living environment with their roommate(s) (if applicable). The Tenant further agrees to pay particular attention to common areas shared by other Tenants, up to and including all exterior premises, by de-cluttering, disposing, cleaning, and returning the area to its original condition after each use.

**C. ADDITIONAL CHARGES:** Tenants who cannot keep common areas free of personal items or trash may be responsible for extra cleaning services as determined by Ritzy Rentals. If additional cleaning or disposal services are required to consistently maintain a neat and orderly appearance of Ritzy Rentals common areas and surrounding premises, charges from such may be prorated among all Tenants in the unit/house unless the responsible party is identified. Additional charges not paid will be deducted from Tenant's security deposit.

**D. RESIDENTIAL USE ONLY:** Tenant(s) may use the assigned space solely for personal residence. No business or commercial enterprise of any kind may be conducted in, or operated from, Ritzy Rentals Housing.

**F. CLEANING SUPPLIES:** Tenant is responsible for providing his/her own cleaning necessities.

**G. SMOKING:** Use of marijuana, tobacco cigarettes, vape or e-pens is strictly prohibited on any Ritzy Rentals premise. Those being found guilty of such use agree to be financially and legally responsible for smell and smoke remediation. Under no circumstances will use of marijuana, tobacco cigarettes, vape or e-pens be permitted.

**H. COMMUNAL AREAS & MULTI-PURPOSE SPACES:** Common areas include but are not limited to: hallways, bathrooms, stairwells, lounges, parlors, study rooms, utility rooms, storage rooms, laundry rooms, TV rooms, kitchens, and patios. Furnishings in common areas are for use for all Ritzy Rentals Students. Common areas are provided for the use and benefit of all Ritzy Rentals Students, and should not be monopolized. Residents may not remove furniture from common areas. Students who move furniture from common areas are subject to a fine of \$40 per item, per day.

**1) Sleeping (overnight) in common areas is not permitted.**

2) Spontaneous gatherings in common areas are allowed as long as members of the gathering do not outnumber the room capacity limit. All students must be responsible for cleaning up after themselves. Since common areas are in residential buildings, noise should be kept to a minimum. The area should be left better than it was found. Damage(s) to common areas will be charged to all residents, floor or living area unless it can be determined who is specifically responsible for the damage(s).

3) Absolutely no events, parties, or loud/large gatherings are allowed.

4) These policies are not intended to define appropriate and inappropriate behaviors in exhaustive terms. In situations not covered by specific regulations, you are expected to use common sense and conduct yourself at all times as a mature, responsible adult.

5) Violation of these policies and community standards are grounds for conduct action. For more information, contact your building staff.

**I. STORAGE OF FOOD ITEMS:** Under no circumstances are guests permitted to store food or food related items in their room. All food should be stored in pantries, cabinets and on the shelves provided. Food items stored in sleeping spaces can draw pests and disrupt the living environment. Guests found in violation of this policy, resulting in the need for extermination or other pest control measures can be found liable for the associated costs of remediation.

**J. UTILITIES USAGE.** The Tenant acknowledges and agrees to the following:

a. To use utilities, including but not limited to electricity, water, gas, and heating/cooling, in a responsible and reasonable manner.

b. Not to waste, misuse, or overuse any utilities provided or connected to the leased premises.

c. To promptly report to the Landlord any leaks, malfunctions, or other issues with utilities or appliances that could lead to excessive utility consumption.

d. If Ritzy Rentals determines, in our sole discretion, that the Tenant has committed an egregious violation of utility usage as defined herein, the Tenant shall be notified in writing of such determination.

e. The Tenant shall be liable for any additional utility charges resulting from the egregious violation. Any excessive use of utilities is paid for by Tenant.

f. Ritzy Rentals shall have the right to deduct from the Tenant's security deposit an amount equal to the additional utility charges and/or any other related costs or damages suffered by the Ritzy Rentals as a result of the egregious violation. This is in addition to any other rights or remedies the Ritzy Rentals may have under the laws of the District of Columbia.

## 9. DAMAGES and MAINTENANCE

A. **DAMAGES:** Tenant MUST inspect and report any damages, necessary repairs, malfunction of equipment or missing furnishings or other items WITHIN 72 HOURS of their arrival. Tenant will be financially responsible for loss or damages to the space or furnishings (including common areas), caused by willful acts, negligence, or accidents, in excess of their deposit amount of four hundred dollars (\$400.00). Tenant will also be responsible for loss or damage caused by failure to report a malfunction of equipment or other needed repair within 72 ours of their arrival. Double-sided foam tape, nails, contact paper, etc. are not to be used on the walls and furniture.

B. **JOINT AND SEVERABLE RESPONSIBILITY:** If the space is assigned to more than one Tenant, each shall be responsible for his/her own Housing payments and personal space/bed. Liability charges from damages done in common areas may be prorated among all Tenants in the unit/house unless the responsible party is identified.

C. **MAINTENANCE and REPAIRS:** Tenant is to notify Ritzy Rentals to file a work order for all non-emergency maintenance and repair issues. All maintenance and repairs to the premises are to be made only by personnel authorized by Ritzy Rentals. A maintenance or repair request automatically grants entry into the space. However, that entry will be for the purpose of making requested repairs or alterations and shall be at reasonable times. Maintenance staff will take care of requests as rapidly as can be accomplished. It is usually not possible to give a precise time when such maintenance or repairs can be completed.

D. **PLUMBING, BLINDS, SCREENS, FLOORING:** Tenant is jointly and severally responsible for clearing all drains and toilets, maintaining all window blinds, screen doors, carpeting and flooring in clean and good condition, and for replacement and payment for glass, blinds and screen breakage/damage. All drains must have screens to prevent hair/debris from entering the drain pipes, and Tenant shall be responsible for daily cleaning of hair/debris from all drains. In the event any drain or sewer line requires clearing due to hair/fur/wipes or other obstruction, Tenant shall be responsible for doing so at its cost and expense. Tenant shall not discharge any oil, fat, grease or similar substances in any drains or sewer lines, and in the event of any such discharge, Tenant shall be responsible for all costs and expenses associated with the removal and remediation thereof.

## 10. LIMITATION OF Ritzy Rentals LIABILITY

A. **TENANT'S PERSONAL PROPERTY:** Ritzy Rentals shall have no responsibility for loss of, or damage to, the Tenant's personal property anywhere in the residential facilities, whether by fire, theft, or otherwise; or for direct or consequential damages arising from loss of, or any interruption of, any utility service provided by Ritzy Rentals or any other person or organization in connection with residential services. Ritzy Rentals encourages every resident to procure renters insurance during their stay in our facilities.

**B. INJURIES OR DEATH:** The Tenant will use good, safe judgment while using Ritzy Rentals equipment and facilities. Ritzy Rentals assumes no liability for injuries, loss, or damage, including death, due to Tenant's or other resident's use of Ritzy Rentals Housing accommodations including, but not limited to: kitchens, furnishings, appliances, provisional equipment, recreational equipment or facilities, elevators, etc.

**C. FORCE MAJEURE:** Ritzy Rentals shall have no responsibility for failure to perform any terms or conditions of this Agreement as a result of a Force Majeure. For the purposes of this Agreement, a "Force Majeure" is any condition deemed by Ritzy Rentals to be beyond the control of Ritzy Rentals such as, but not limited to: fires, earthquakes, floods, "Acts of Nature", strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war, acts of terrorism, plague, epidemic or pandemic. In the event that a Force Majeure requires evacuation or relocation of the Tenant in accordance with the requirements established by the District of Columbia, or other agency of authority, the Tenant must immediately comply with such evacuation or relocation order. Ritzy Rentals shall have no responsibility for loss of, or damage to, the Tenant's personal property that is left behind in any residential facility following the Tenant's evacuation or relocation. In situations such as this, Ritzy Rentals reserves the right to make special room assignments or other occupancy arrangements, as space would permit, to accommodate those conditions, but Ritzy Rentals shall not be obligated to do so. No refund of housing will be made if Ritzy Rentals fails to provide residential services due to a Force Majeure, except at the sole discretion of Ritzy Rentals.

**11. TENANT LIABILITY:** Tenant will work cooperatively with Ritzy Rentals to maintain a safe and secure environment where individuals accept responsibility for inappropriate behaviors. Tenant is expected to report all incidents of inappropriate behavior. If individual liability cannot be determined, any damages that may result thereof, become the shared responsibility of all residents within the unit or house. Tenant will reimburse Ritzy Rentals for loss or damage of Ritzy Rentals property beyond ordinary wear and tear (including leaving rooms or furnishings in unclean, unsanitary or in hazardous condition) caused by Tenant or Tenant's guest(s).

**12. RIGHT OF ENTRY:** Although Ritzy Rentals attempts to give notice of entry via email, Tenant agrees that Ritzy Rentals personnel or its agents are authorized to enter Tenant's house/unit/room without Tenant's consent to: respond to emergency situations, halt any disruption of Ritzy Rentals operations, check lock boxes, conduct general and periodic inspections for health, safety and property, cleaning, maintenance, or repair of the furnishings, property, utilities, cable and/or internet services, and to determine whether the room has been vacated at the termination of Tenant's Agreement.

**13. UNAUTHORIZED USE OF EQUIPMENT:** Unauthorized tampering with internet equipment or cable usage may result in discontinuation of service. Any charges incurred by Ritzy Rentals due to such unauthorized usage shall be billed to the Tenant.

**14. UNAUTHORIZED GUEST STAY:** Pursuant to Paragraph 2 of Ritzy Rentals's Rules and Regulations, Tenant agrees to be held liable financially and otherwise if their guest is found to be in violation of overnight or visitation rules. A warning will be issued as well as a fine of seventy-five dollars. There will also be a \$200.00 per night charge of guest's accumulative stay will be assessed and billed to hosting Tenant. Further violation will constitute a breach of contract and MAY result in immediate relocation or expulsion from Ritzy Rentals residential

property. No refund of Housing fees or deposit will be made if Tenant is dismissed for breach of contract.

**15. COMMUNICABLE DISEASE:** It is the intent of Ritzy Rentals to protect Tenant from communicable diseases that pose reasonable risk of harm to members of Ritzy Rentals shared living environment. It is also the intent of Ritzy Rentals to protect the rights of those infected with a communicable disease. Tenants who do become infected with a communicable disease are subject to the guidelines listed below. Ritzy Rentals will be flexible in its response to incidents of communicable disease, evaluating each occurrence in light of this policy and current available medical information.

**A. DEFINITION:** Communicable disease shall be defined as an illness due to an infectious agent or its toxic products, which is transmitted directly, or indirectly to a person from an infected person or animal through various ways. Communicable disease shall include, but not be limited to: chicken pox, measles, mumps, mononucleosis, Ebola, SARS, COVID-19 or any other communicable disease which may prove to be a health threat to other residents.

**B. OBLIGATION:** Tenants who know or who have reason to believe that they are infected with a communicable disease are to seek expert medical advice and attention immediately; and shall be responsible for all financial liabilities associated therein. Persons infected have an ethical and legal obligation to conduct themselves in accordance with such knowledge in order to protect themselves and others. Should Tenant refuse to receive medical attention within a reasonable time period to prevent continual transmission, Ritzy Rentals will contact the Center for Disease Control on behalf of infected Tenant. Tenant agrees to adhere to the recommended instructions of the Center for Disease Control or shall be considered in Breach of Contract and may lead to disciplinary action up to and including expulsion from Ritzy Rentals program and forfeiture of all previously paid Housing fees and deposit.

**C. ACCOMMODATIONS:** Ritzy Rentals will attempt to make accommodations within reason, availability, and in light of current available medical information to the infected person and/or other residents, whenever possible, to ensure reduced risk of continual transmission.

**D. MEDICAL STATEMENT:** An infected Tenant returning to Ritzy Rentals housing after a leave of absence for reasons related to the communicable disease must provide a statement from his/her physician indicating their current medical status. An infected Tenant can continue with their housing arrangements so long as the best available medical evidence indicates that his/her continual status does not present a health or safety threat to themselves or others. Tenant is to submit the statement to their Ritzy Rentals intern coordinator.

**E. CLEANING AND SANITATION:** The infected Tenant will be responsible for fees incurred for any additional cleaning or sanitation necessary for reasons related to the communicable disease to provide a healthy living environment for the other residents within the shared living environment.

**F. HOUSING FEES:** No refund or reimbursement of Housing fees will be made should a leave of absence be necessary to avoid continual transmission of the communicable disease.

G. **PRIVACY:** All medical information relating to the communicable diseases of Tenants will be kept confidential without the prior specific written consent of Tenant unless required by state and/or federal law. Refer to the Family Education Rights and Privacy Act of 1974.

H. **COVID LIABILITY WAIVER:** By agreeing and signing on the next page, you are acknowledging that an inherent risk of exposure to COVID-19 exists in any public space, work place or private residence where people are present. By traveling to Washington, D.C. and residing in a shared living environment, you and any guests voluntarily assume all risks related to exposure to COVID-19 and agree not to hold Ritzy Rentals, Kalorama Manor LLC; or any of their affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any illness or injury.

## 16. SPACE CLEARANCE PROCEDURE

A. **NOTICE:** When leaving a Ritzy Rentals property at the end of the session, Tenant agrees to give notice to Ritzy Rentals of check-out and turn in key(s) per the instructions of Ritzy Rentals Intern Housing Coordinator on or before 11:00 AM EDT. Failure to comply with check-out times will result in fines of \$25 per each additional 15 minutes past 11:00 AM EDT and deposit forfeiture.

B. **REMOVAL OF ITEMS:** Tenant also agrees to leave his/her space clean and properly sufficient for the next resident, at the time of check-out. ALL Tenant's items must be removed from drawers, closets and other personal spaces. ALL Tenant's personal frozen, refrigerated, cabinet, pantry, cleaning and toiletry items must be removed from the housing unit.

C. **INSPECTION AND CLEANING CHARGE:** If upon inspection by Ritzy Rentals at or about the time of check-out, it is determined that the vacated space is not cleaned and properly sufficient for the next resident, Tenant agrees to pay Ritzy Rentals the fees outlined in the Check Out Procedures.

D. **LEFT ITEMS:** Ritzy Rentals will not be held liable for ANY personal belongings left on the property. If given due notice of left items, Ritzy Rentals will make a reasonable effort to retrieve items on Tenant's behalf for pick-up. Ritzy Rentals or its agents will not be responsible for mailing left items to Tenant.

17. **SECURITY DEPOSIT:** Tenant will be required to put down a security deposit for their stay. They may either submit the security deposit through the platform of their booking or directly to Ritzy Rentals. Security deposit is dependent on length of stay, number of guests, and/or what is listed on the platform.

A. **REFUND:** Dependent upon adherence to the Space Clearance Procedure as referenced herein, the resident's security deposit, less any applicable third party processing fees, will be returned electronically within 45 days from the end of OUR housing SESSION. Please note that this refund can take up to 10 business days to be reflected back on your statement.

B. **FORFEITURE AND DEDUCTIONS:** Tenant agrees that security deposit may be forfeited for reasons up to and including, but not limited to any violation of term or condition as set forth in this Agreement and other integral parts, i.e. Ritzy Rentals Rules



and Regulations. Deductions to deposits may be made according to guidelines as set forth herein.

**18. RULES and REGULATIONS:** Ritzy Rentals Rules and Regulations are specifically incorporated as an integral part of this Agreement. The Rules and Regulations are established to provide a safe harmonious community living environment for Tenant and others to live. The Tenant agrees to abide by Ritzy Rentals Rules and Regulations for the duration of his/her stay and understands that any violation of the rules or other policies outlined herein will be considered a Breach of Contract and may lead to disciplinary action up to and including expulsion from Ritzy Rentals program and forfeiture of all previously paid Housing fees and deposit.

**19. COMPLAINT/INCIDENT PROCEDURE:** If Tenant believes there to be an imminent threat and believes they are in immediate danger, Tenant is to call 911 emergency services immediately.

Ritzy Rentals recognizes the potential for conflict among its tenants. When a conflict arises, Ritzy Rentals STRONGLY encourages tenant-based resolution as the first step in approaching most situations. If you are unable to come to a mutual agreement with a tenant-based resolution, Tenant may begin the following procedure:

**A. COMPLAINT SUBMISSION:** Tenant is to submit a formal complaint via email to Ritzy Rentals within 24 hours of said incident, detailing the nature of the incident(s), any attempts at a tenant-based resolution and the result of those attempts. Tenant is to use his/her own personal email address to submit the statement. If additional tenants are involved they are to submit their version of events from their individual email.

**B. VERIFICATION:** If not previously submitted, Ritzy Rentals will request statements or other evidence from other residents or individuals that may have witnessed or were otherwise subjected to the incident(s), specifically those mentioned in the original complaint. Ritzy Rentals will request, and you are instructed to provide video, photo, documents or written testimony substantiating your complaint. Ritzy Rentals can take no action in the absence of such supporting documentation.

**C. NOTIFICATION AND RESPONSE:** Ritzy Rentals will notify the offending party in writing (via email) as to the nature of the complaint that has been brought forth against them. The offending party will be given 48 hours to provide a response and any evidence deemed appropriate.

**D. DETERMINATION:** Once statements are received from all parties Ritzy Rentals will make a determination as to how to continue with any necessary recourse or disciplinary action.

**E. RECOURSE/DISCIPLINARY ACTION:** Giving consideration to the merits and nature of the complaint, a range of action may be taken from a simple warning, to termination of this Agreement, to removal from Ritzy Rentals program and residential property. No refund of housing fees will be made to Tenant if dismissed for disciplinary actions.

**F. NON-DISPARAGEMENT:** The undersigned agrees not to disparage or denigrate the company orally or in writing online/offline or in any other forum or platform, and that neither you nor anyone acting on your behalf will publish, post, or otherwise release any

material in written or electronic format, make speeches, gain interviews, or make public statements that mentioned the company, its operations, clients, employees, products, or services without the prior written consent of the company. Failure to comply with this policy can result in civil litigation and an awarding of financial penalties.

**20. LOST, STOLEN OR NON-RETURNED KEYS:** Lost, stolen, or misplaced keys must be brought to Ritzy Rentals's attention immediately. A fee of upwards of one hundred and seventy-five dollars (\$175.00+) will be assessed to all lost or non-returned row home keys sets. ALL keys must be returned to their designated lock boxes as outlined in Ritzy Rentals departure email and sheets. Keys not returned on time or to their proper location WILL INCUR a \$100 key collection fee.

**20b. LOCKOUTS:** Lockouts occur when the tenant is unable to access his/her property or bedroom through no fault of Ritzy Rentals or its staff (i.e. lost or misplaced keys). Lockouts requiring the assistance of Ritzy Rentals personnel or an affiliate AFTER normal business hours will be assessed a \$100 additional service fee PER INSTANCE. Tenant is welcome to call and pay for a locksmith in these instances.

**21. MOTOR VEHICLES:** Ritzy Rentals encourages Tenants NOT to bring motor vehicles and accepts NO RESPONSIBILITY for tickets for parking infractions incurred while in the District of Columbia. For those who do bring motor vehicles:

**A. METERED AND ON STREET PARKING:** Metered or other on-street parking is available, but extremely limited to Tenants of Ritzy Rentals's row homes and luxury unit properties and will be the sole responsibility of the Tenant.

**B. APARTMENT UNIT PARKING:** Some of Ritzy Rentals's properties have a parking spot available for a non-negotiable two hundred and fifty dollars (\$250.00) per month. Payable in full, prior to residency or at check-in.

**22. PACKAGE/PARCEL DELIVERY:** Ritzy Rentals accepts NO RESPONSIBILITY for the signing or delivery of packages to Tenant. ALL Tenants must utilize tracking information provided by the shipper or delivery services company to obtain the status of their package. Most shipping companies like FedEx, Amazon, and UPS have an option where you can have it delivered or mailed to a FedEx, Amazon locker, or UPS store for a more reliable pick up. Please look into this if you are expecting packages. Ritzy Rentals is NOT RESPONSIBLE for lost or stolen or otherwise undelivered packages.

**23. OPENING OF U.S. POSTAL MAIL BY NON-ADDRESSEE:** Federal statute 18 USC Section 1702 states that it is illegal for individuals to open correspondence that is addressed to other individuals. It is prohibited by Ritzy Rentals as well as the US Federal Government to open postal not specifically addressed to you personally. We take violation of this law incredibly seriously and any violations of such policy will result in fines and possible jail time.

**24. TERMINATION and VACATING PREMISES:** This Agreement may be terminated in the following manner:

**A. VIOLATION:** If a Tenant violates any of the terms and conditions of this Agreement, including failure to pay, the Tenant may be given written notice by Ritzy Rentals that the Agreement has been terminated and to vacate Ritzy Rentals property.

**B. TENANT BEHAVIOR:** If Tenant exhibits behavior or mode of living by which, in the judgment of Ritzy Rentals, it would be in the best interest of the Tenant, other residents, or Ritzy Rentals community for the Tenant to leave Ritzy Rentals property, then this Agreement may be terminated unilaterally by Ritzy Rentals upon due notice (as defined by the management of Ritzy Rentals), and a cancellation of space charges may be made.

**C. FAILURE TO VACATE SPACES:** Tenant must vacate the space on the effective date of termination. Upon Tenant's failure to take all summary action to vacate, Ritzy Rentals is irrevocably authorized on behalf of Tenant to take immediate possession of the space, secure possession, and remove and store student's belongings without any liability on the part of Ritzy Rentals for damage or loss. In that event, Ritzy Rentals will charge for the first three week's storage at the rate of one hundred dollars (\$300.00) per week. At the end of this eight (8) week period Ritzy Rentals is irrevocably authorized on behalf of Tenant to dispose of these belongings in any manner which it shall see fit without any obligation to make payment of any kind to Tenant resulting from such disposition, damage or loss. In connection with disposition of such property by Ritzy Rentals, it is expressly agreed by Tenant that as a condition of this Agreement the value of Tenant's belongings is one hundred dollars (\$100.00) or less.

**D. NOTICE TO TENANT:** Ritzy Rentals may terminate this Agreement, at anytime, by providing such notice to the Tenant by registered email address, or certified mail to the Tenant at the Tenant's address, or by hand delivery to the Tenant.

**E. FUTURE HOUSING OBLIGATIONS:** A Tenant whose Agreement has been terminated may be refused assignment of Housing at a later date.

**25. PAYMENT TERMS & AGREEMENT:** The following does NOT apply to Tenant receiving a discounted rate through a Sponsoring Organization. Student or Faculty Tenants under the authority of a Sponsoring Organization shall refer to payment terms and conditions outlined in Ritzy Rentals Group Housing Services Agreement with their Sponsoring Organization for payment rate, method, and schedule.

**A. PAYMENT.** Payment is due in FULL on or before the session check-in (or move-in) date as noted below. All funds will be made payable to "Kalorama Manor, LLC". Payment may be made via personal check, credit card, or other certified funds as follows:

1. **ONLINE:** Upon request for electronic invoice, Ritzy Rentals accepts credit card payment via PayPal and Stripe. Be advised that PayPal will require a 3% processing fee, unless otherwise noted by Ritzy Rentals. To avoid this fee, refer to above method of payments.

**A. SPLIT PAYMENT OPTION (if applicable):** Tenant has the option to select split payments. By choosing our split payment plan the undersigned Tenant agrees to pay 50% of total Housing fees on session check-in date while understanding that the remaining 50% balance is due within 30 days from the session check-in date. Tenant also agrees to the additional two-hundred dollar (\$200.00) service fee for selecting this payment plan.

**B. LATE PAYMENT, PENALTIES AND RETURNED CHECKS:** Tenant acknowledges that late payments made within 7 days from their due date are subject to a 5% penalty. Payments received within 14 days of due date are subject to a 10% penalty on all outstanding balances. Checks or other payments returned for insufficient funds are subject to a one hundred dollar (\$100.00) service charge.

**C. FAILURE TO PAY:** Outstanding Housing fees not paid within 14 days of due date will result in termination of this Agreement, Tenant receiving a notice to vacate premises immediately, and forfeiture of deposit.

**D. TENANT RESPONSIBILITY:** It is the responsibility of the tenant to keep track of when payments are due and to stay in communication with Ritzy Rentals regarding payment status. It is also the responsibility of the Tenant to pay their rent on time.

**E. LEGAL REMEDIES & BINDING ARBITRATION:** Ritzy Rentals reserves the right to pursue any and all legal remedies to collect all unpaid rental fees.

**26. HOUSING SCHEDULE AND RATES:** Unless otherwise agreed upon in Ritzy Rentals Group Housing Services Agreement with a Sponsoring Organization, rates are determined according to unit and amenities, length of stay, and peak-availability. Rates are stated as a flat rate per session and will NOT be prorated. Adjustments of dates may be made at the discretion of Ritzy Rentals and subject to availability.

**27. EMOTIONAL SUPPORT ANIMALS & PETS:** Based on the 2013 HUD issued Notice on Service Animals and Assistance Animals for People with Disabilities in Housing, a housing provider may deny requests for “assistance animals” only if: (1) granting the request will impose an undue financial and administrative burden; (2) allowing the animal will fundamentally alter the housing provider’s services; or (3) “the specific animal in question” poses a direct threat to the health or safety of others or would cause substantial damage to the property of others.

Ritzy Rentals believes that we fall under all three permissible exemptions listed above. Therefore, we do not allow pets or animals designated for emotional support in our shared housing units/properties.

Being found in possession of or to have harbored a pet will result in penalties up to and including surrendering of deposit and all financial culpability for cleaning and remediation of property or other damages Ritzy Rentals may incur as a result of violation of this provision.

## **28. BREACH OF CONTRACT**

A. Should a breach of contract become evident, Ritzy Rentals will notify the Tenant of breach and the Tenant will then have 48 hours after notice to present to Ritzy Rentals any evidence the Tenant deems appropriate. Ritzy Rentals Director of Housing will make a determination as to how to proceed.

B. A breach of Ritzy Rentals’s Zero Tolerance Rule (as stated in Rules and Regulations, Paragraph A, 1) WILL result in cancellation of this Agreement by Ritzy Rentals, forfeiture of all Housing fees, and exclusion from the residential property.

C. Any violations of the above or any other published regulations as set forth by Ritzy Rentals management will constitute a breach of contract and MAY result in immediate relocation or expulsion from Ritzy Rentals residential property.

D. No refund of Housing fees or deposit will be made if Tenant is dismissed for breach of contract.

29. **PRIVACY & NON-DISCLOSURE POLICY:** The privacy of our guests is of the utmost importance to us. Ritzy Rentals, its staff and related personnel will only share street addresses, dates of stay, rate or other information regarding a resident's stay with the signee of this document. Maintenance, repair or other requests can only be initiated and/or discussed with the undersigned (our resident) regardless of family or sponsorship status.

30. **GOVERNING LAW:** This Agreement shall be governed by the laws of the District of Columbia. Moreover, it is mutually agreed that if any provision of this contract is determined invalid or unenforceable, it will not affect the validity or enforcement of the remaining provisions therein.

### **Ritzy Rentals Rules & Regulations**

*Our rules are put in place to remind tenants of their shared living environment and to remain respectful and considerate of their room/unit mates at all times. Although we have the authority to perform random "spot checks", we do respect our tenant's privacy; therefore, this practice is not common. However, any violation of Ritzy Rentals Rules and Regulations brought to our attention WILL be addressed immediately.*

*Each Tenant will be asked to review and agree to the following list of rules and Ritzy Rentals policies as a condition of their stay.*

1. **SECURITY:** Tenant agrees to assume the responsibility for maintaining the security of the building and individual rooms. Keys are the property of Ritzy Rentals and may not be loaned, transferred, or duplicated. Tenant agrees to report lost or stolen keys to Ritzy Rentals immediately. It is the responsibility of the Tenant to keep their unit and/or room door locked at all times. Tenant further agrees to escort guests at all times while they are on the property.

2. **GUESTS:** All residential properties of Ritzy Rentals consist of a community living environment. For the consideration and security of other residents, Tenant agrees that:

a. Unaccompanied and/or overnight guests are strictly prohibited, including family.

b. Guests are NOT permitted in Ritzy Rentals Housing units between the hours of 9:00 pm – 9:00 am.

c. Tenant will be held liable financially and otherwise if his or her guest is found to be in violation of overnight or visitation rules.

d. Tenant will be held responsible for their guests' behavior and therefore agree to inform guests of Ritzy Rentals Rules and Regulations.

3. **NOISE:** Quiet hours coincide with visitation hours, from 9:00 pm – 9:00 am. For the consideration of other residents, Tenant agrees to adhere to the following:

a. Tenant will strive to create an environment conducive to study and sleep. As such, Tenant shall cooperate immediately with all requests for quiet. If there are repeated infractions of this rule, in addition to other sanctions, Ritzy Rentals may require the removal of disruptive stereos and/or other amplified sound equipment. Warnings may be issued resulting from complaints. Repeat offenders will be expelled from residence or fined accordingly.

b. Tenant will be respectful of other residents as well as neighboring homes and units.

4. **NO DRUGS/SMOKING:** No drugs and no smoking/vaping inside the property.

5. **COMMON AREAS:** All common area furnishings MUST be kept in common areas for the benefit of all tenants. Keeping common area furnishings in your room is strictly prohibited.

6. **TIDINESS:** All Ritzy Rentals residents acknowledge that they are living in a shared space with others. Tenant agrees to work with other residents in determining an agreeable schedule or routine for managing all areas of cleanliness and contributing to the tidiness of the unit and property. Each Tenant is expected to clean up after himself or herself. All attempts must be made at keeping common areas free from personal clutter and trash. Tenants who cannot keep their personal items or trash in their rooms or out of common areas may be forced to pay for extra cleaning & maid services.

7. **WASTE DISPOSAL:** Tenant agrees to work with other residents in determining an agreeable schedule or routine for managing all areas of cleanliness and waste disposal.

a. **Apartment Units:** It is Tenant's and other residents' responsibility to regularly and frequently remove bagged and tied waste from the premises.

b. **Row Homes:** It is Tenant's and other residents' responsibility to regularly and frequently remove bagged and tied waste from the premises (at least once per day), to be placed in the outdoor receptacles provided, and taken to the curb the evening prior to the specified collection days.

8. **COLLECTION DAYS:** Trash and recycling bins must be set out on the curb to be collected on days specified by Ritzy Rentals. Trash and Recycling bins should be placed curbside to be collected in a timely manner. Bins MUST be brought inside no later than 8 p.m. on the day of collection. Failure to bring bins inside prior to this time may result in fines from the District of Columbia and a deduction from security deposits.

9. **FIRE SAFETY:** Fire extinguishers or fire ladders must only be used in cases of emergency, and use must be reported immediately to Ritzy Rentals office. Accessing roofs or roof decks for any reason except fire evacuation is prohibited.

10. **BICYCLES:** All bicycles MUST be locked to proper bicycle racks or designated bicycle parking spaces. Storage of bicycles in units is a fire and hazard and is strictly prohibited. Ritzy Rentals accepts no responsibility for bicycles.

11. **MOTOR VEHICLES:** Tenant will let the Ritzy Rentals know if they would like a parking spot. Parking on the property is on a first come first serve basis and may not be available for every guest staying. Parking on the property comes with an additional cost. Tenant will let Ritzy Rentals know the make & model of the car that will be parked. Any unauthorized vehicle is subject to towing. Tenants cannot rent out or sublease the parking spot or any part/room of the property.

12. **LOST KEYS:** Lost, stolen or otherwise misplaced keys must be brought to Ritzy Rentals's attention immediately. A fee of \$175.00 or more will be assessed to all lost row home keys sets. The row home will need to be re-keyed and all current Tenants will need new keys.

12a. **LOCKOUTS:** Lockouts occur when the tenant is unable to access his/her property or bedroom through no fault of Ritzy Rentals or its staff (i.e. lost or misplaced keys). Lockouts requiring the assistance of Ritzy Rentals personnel or an affiliate AFTER normal business hours will be assessed a \$100 additional service fee PER INSTANCE. Tenant is welcome to call and pay for locksmith.

13. **DAMAGES:** Tenant is expected to leave the property in the same condition as it was found. Tenants (individually or jointly) assume financial responsibility for any and all damage caused to the property that may be in excess of their deposit amount.

14. **CONDUCT:** Any Tenant found to be disruptive to other residents or to the shared living environment is subject to re-location and/or removal from Ritzy Rentals residential program. This determination is to be made by Ritzy Rentals COO in consultation with Ritzy Rentals staff.

15. **HEATING/AIR CONDITIONING:** Ritzy Rentals strives to be as environmentally responsible as possible. As a result, we have carefully set each thermostat in our apartments and homes at the optimum temperature depending upon time of year. Due to the nature of the shared living environment it is impossible to select a room temperature that satisfies every inhabitant. Ritzy Rentals will close/open vents in your room to accommodate request but under no conditions are wall mounted thermostats to be tampered with. Unauthorized tampering with HVAC controls and equipment will result in the forfeit of any and all security deposits. ALL windows must remained closed while the equipment is running.

15. **ZERO TOLERANCE:** Ritzy Rentals has a zero tolerance policy towards violence, threats or intimidation towards fellow roommates or Ritzy Rentals staff. Any threatening, aggressive, unwarranted or unwanted conduct meant to intimidate a roommate, Ritzy Rentals staff person, or its agents will result in an immediate expulsion from your residence and surrender of all housing fees.

16. **PETS:** No pets of any kind are allowed.

17. **TICKETS:** Ritzy Rentals accepts no responsibility for tickets regarding parking infractions, waste disposal, or noise incurred while in DC.

18. **SHARED SPACE:** All residents acknowledge that they are living in a shared space with others (unless other specified as an ENTIRE SPACE). Tenant agrees to work with other residents in determining an agreeable schedule or routine for managing all areas of cleanliness and contributing to the tidiness of the unit and property. Each Tenant is expected to clean up after themselves. All attempts must be made at keeping common areas free from personal clutter and trash. Tenants who cannot keep their personal items or trash in their rooms or out of common areas may be forced to pay for extra cleaning & maid services.

19. **FOOD ON SOFA:** No eating food on the sofa/armchairs.

20. **TOILET & FLUSHABLES:** To prevent plumbing issues, we ask you to only put toilet paper inside the toilet.

21. **CANDLES/OPEN FLAMES:** No open flames (candles, incense, fireplaces etc.)

22. **PARTIES:** No parties/events/loud or large gatherings.

23. **SHOES:** In order to prevent scuffing the hardwood floor, we ask you to not wear any sharp heels or stilettos on the wood floor.

24. **UTILITIES:** We ask that guests are mindful of their utility usage (water, electricity, heat/AC). Please know that any excessive use of the utilities will be paid for by the Tenant.

25. **SUBLETTING:** Absolutely no subletting of any part of the property is permitted.

26. **VIOLATIONS:** Violations of the above or any other published regulations set forth by Ritzy Rentals management can and will result in immediate relocation or expulsion from Ritzy Rentals property.

### **Infectious Disease Release/Waiver of Liability**

This Infectious Disease Release and Waiver of Liability (this "Release") is attached and incorporated by reference to the Tenant Services Agreement ("Agreement") between the undersigned Tenant ("Tenant") and Kalorama Manor LLC ("Ritzy Rentals") regarding Tenant's license to use the housing and property described in the Agreement ("Housing"). In consideration of the license for residential housing accommodations and other terms set forth in the Agreement, Tenant acknowledges and agrees as follows:

**Acknowledgment and Assumption of Risk:** Tenant acknowledges that, as of the date this Release is signed, there is an outbreak of Coronavirus Disease 2019 (COVID-19) in the United States. Tenant further understands that COVID-19 is a novel infectious disease, the full nature and consequences of which remain unknown or uncertain. Tenant is aware that there can be many means of transmission of infectious diseases. Tenant is aware of and acknowledges the developing nature of guidance from the Centers for Disease Control and Prevention and all branches and levels of government in response to COVID-19 and the prevention of its spread from person-to-person, contact with contaminated objects and surfaces, and other potential means of transmission. Tenant understands and realizes that in the course of occupying the Housing under the Agreement, Tenant may come into contact with other persons and/or objects



and surfaces in or around the Housing or other properties owned or operating by Ritzy Rentals, and that it is impossible for Ritzy Rentals to guarantee that the Tenant will not have exposure to COVID-19 as a result of in relation to his or her occupancy of the Housing. Tenant further acknowledges that exposure to COVID-19 may involve risks of serious injury or death, economic loss, or damage to personal or real property resulting from the Tenant's presence in or around the Housing, the Tenant's own actions, inactions, or negligence, or from the actions, inactions, or negligence of others, each and all of which Tenant voluntarily accepts and assumes.

**Waiver and Covenant Not to Sue:** Tenant, for itself and its legal representatives, successors, heirs, assigns and insurers, hereby waives and covenants not to sue Ritzy Rentals, its officers and members, employees, agents, and insurers, whether present or former (collectively, the "Ritzy Rentals Releasees"), for any cause of action, claim, injury, damage, death, or any other loss, now or in the future, arising from or related to any actual and/or alleged exposure to COVID-19 or any other infectious disease.

**Release and Indemnification:** Tenant, for itself and its legal representatives, successors, heirs, assigns and insurers, shall indemnify, hold harmless, release, and discharge Ritzy Rentals Releasees from any and all causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, and liabilities of every kind and character, whether known or unknown, for any injury, damage, death, or any other loss, now or in the future, arising from or related to any actual and/or alleged exposure of Tenant to COVID-19 or any other infectious disease in any way related to the Housing.

**Conflict of Terms:** If there is a conflict among the terms of this Release and any terms of the Agreement, including those set forth in any other attachments or exhibits thereto, the terms of this Release prevail over those of the Agreement as to Tenant's acknowledgment, release, waiver, and indemnification of Kalorama Manor LLC, "Ritzy Rentals", or any of its agents, staff or representatives for any cause of action, claim, injury, damage, death, or any other loss, now or in the future, arising from or related to any exposure of Tenant to COVID-19 or any other infectious disease.

**Public Health & Travel Advisory:** As of November 6, 2020, the office of D.C. Mayor Muriel Bowser has issued a travel advisory requiring that ALL residents who will be traveling to D.C. and staying longer than 3 days MUST get tested for COVID-19. Additionally, local universities, hotels and congregate housing operators may ask visitors about their recent travel and to provide a negative COVID-19 test prior to admittance to their facility. For more information on the latest travel advisory please visit <https://mayor.dc.gov/release/mayor-bowser-issues-updated-travel-guidance>

**Testing and Local Advisory Compliance:** Kalorama Manor LLC views the safety and health of our residents as our number one priority. To that end, the undersigned agrees to fully comply with local testing, contact tracing and isolation requirements designed to help prevent the spread of COVID-19. Ritzy Rentals may take disciplinary action against any resident who refuses to cooperate with municipal or Ritzy Rentals COVID-19 prevention protocols up to and including expulsion from our housing facility.

**Quarantine & Contact Tracing:** Kalorama Manor LLC has and will provide special quarantine facilities, when available, to assist in the isolation of a resident suffering from COVID-19 like symptoms or who believes themselves to have been exposed to COVID-19. If quarantine housing is available at a cost of \$125+/night to the student.

We encourage our residents to familiarize themselves with the following list of medical and health care facilities in the District of Columbia.

In regards to contact tracing, the undersigned agrees to our procedure as follows:

1. Student is reported to have been exposed to COVID-19
2. If available, student is moved into our quarantine housing unit for a period of 5 days at \$125+ per night.
3. Student will self-report any new symptoms or illness that may be developing during this time (we do not have medical professionals on staff to make these assessments)
4. If after 5 days the student is not showing any symptoms then they can be returned to their housing unit
5. If during the 5 day period the student reports developing symptoms they will be required to take COVID test
6. If result is positive, then we follow all CDC recommendations as outlined here: <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine-isolation-background.html>
7. As we learn more about this disease, the CDC guidelines will evolve and change without notice.

The undersigned has carefully read this Release and fully understands and agrees to its contents.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

