

LEASE OF REAL PROPERTY

(This is a legally binding contract. If not completely understood, seek competent legal advice before signing)

THIS LEASE AGREEMENT made this ____ day of _____, between _____ Grantor, herein referred to "Landlord" or "Owner" and _____ and other tenants and/or guarantors signing under this Lease Agreement, Grantees, herein referred to as "tenant" and/or "lessee" (even though more than one) whose address as of the date this lease is signed is _____.

WITNESSETH:

THAT in consideration of the mutual covenants contained herein, the Landlord and Tenant and/or Guarantors hereby agree as follows:

1. LEASED PREMISES

Landlord hereby rents and leases to Tenant and Tenant hereby rents and hires from Landlord, upon the considerations hereinafter set forth, the following real and/or personal property listed herein referred to as "premises", "Leased Property", "rental unit", or like-phrase:, to-wit:

2. TERMS OF LEASE

[Insert only (1) of the 3 Options. Check the applicable provision. Mark non-applicable choices as "No" or "NA"]

2a.

_____. _____ Month Lease. The term of this lease shall commence at noon on the date of _____ and shall end at noon on _____ unless otherwise terminated. Should this lease expire and upon agreement, the tenant continues to reside/occupy the rental unit, this lease will then convert to a month to month lease. Both Landlord and Tenant agree that his lease agreement ends on the specific date above-written unless tenant "holds over" without objection from the landlord and pays any agreed-upon rent as listed herein. See NOTICE AND HOLDOVER TERMS provisions of this Agreement. [**2c** and **D3**]

_____. 30 Day Month-to-Month lease.

_____. Other Term: _____.

2b. Should the management of the leased property change during the term of an active lease period the tenant may, at tenant's option, convert to a month-to-month lease after giving the new management firm or owner a written notice.

Example: Should the management company end its management agreement with the owner of the property and at the time the management company ceases to manage the property the tenant is leasing under a multiple month lease term, the tenant may give the new management company or the owner a written notice which will convert the lease to a month to month lease or the tenant may continue under the longer term lease in effect. The purpose of this provision ensures that the tenant does not have to do business with someone whom they did not originally contract with.

2c. Should any multiple month lease convert to a month-to-month lease by the Tenant "holding over" the tenant fully agrees that the rent for the rental unit shall automatically and without further notice increase in the amount shown on the attached Date Page under "**Month to Month Hold Over Increase Amount**" or other amount agreed upon in writing.

2d Tenant Defined: For the purposes of this Lease Agreement any person who stays overnight on the premises more than 5 nights in any one month shall be determined to be a "tenant" and not a guest. No such tenant shall remain on the premises unless they have signed the Lease Agreement.

2e All Occupants Must Be Listed: All persons under the age of 18 who will dwell, live, or stay in the Rental Unit must be listed by NAME and DATE OF BIRTH on the **Data Page Paragraph D13**. Once a listed minor reaches the age of 18 they must sign the Lease as a Tenant in order to be able to live in the Rental Unit.

No person, regardless of age, may dwell, live, or stay in the Rental Unit more than 5 nights in any one month unless they are either an adult tenant who has signed the lease or a minor child listed on the **Data Page** by full name and date of birth.

Tenants are charged with the responsibility for keeping this Occupant List current and failure to do so is a violation of this Agreement and will lead to eviction from the Rental Property.

3. RENTAL

The tenant covenants and agrees to pay as rental the amount of:

3a. \$ _____ for any month-to-month lease period including any "hold-over" lease periods that have converted to month to month, or

3b. \$ _____ for any 12 month lease period or other multiple month lease period as indicted in Section **2a**.

3c. This rental amount shall be paid monthly (or upon such other due dates/times as agreed upon by the parties) without demand, in full, and without reduction. The first payment is due and payable upon execution of this lease agreement and may be pro-rated for the current pay period.

All remaining installments are due and payable without demand on the **FIRST DAY OF EACH PAY PERIOD. (1st day of the month** in a 12 month, multiple month, and 30 day month-to-month agreement) as agreed upon by the parties.

3d. Acceptable forms of rental payments are checks drawn on local banks and which are good when presented. (no post-dated checks will be accepted), cash, money orders, or other certified funds that are good when presented.

In the event the tenant elects to pay in cash, tenant agrees to pay in exact-change as office staff may not have change available.

All checks are made payable to the Landlord. Landlord reserves the right to demand certified funds, ie money order or other certified funds from any Tenant who has previously uttered a bad check to Landlord for any reason.

3e. Rent shall be deemed paid when RECEIVED AT:

_____. Post Office Box 2949, Wise, Virginia 24293 or hand delivered to 201 East Main Street, Wise, Virginia 24293. Rents are credited when RECEIVED. We have no control over the delivery times or processes of the U. S. Postal Service.

_____. Other: . _____
or other such place as the Landlord may from time to time designate in writing to the Tenant.

3f. Drop Box: Tenants who elect to put rental payments in the outside "drop box" do so at their own risk. The box is checked daily. Landlord cannot and will not be responsible for any CASH deposited in the drop box and tenants agree not to deposit cash in the drop box.

4. LATE FEES, BAD CHECK FEES.

4a. In the event any rental payment is received after the 5th of any month in which it is due (in any 12 month, multiple month, or month-to-month) contract, Tenant agrees to pay an additional charge for late fees as shown on the DATA PAGE under "**Late Fees.**"

4b. In addition to all accumulated Late Fees, tenants agree to pay additional charges for all checks returned for insufficient funds or any other reason. The amounts for each returned check is listed on the attached DATA PAGE under "**Returned Check Fees.**"

4c. Tenants fully understand and agree that a returned check has not paid any amount toward the due rental amount. Late fees relate-back to the 1st of the month in which the rent was due.

5. OLDEST DEBT PAID FIRST RULE

Tenants specifically agree as a "bargained-for-condition" of this Agreement that Landlord will IN ALL INSTANCES apply amounts received from or on behalf of the tenant to the oldest debt owed to landlord by tenants unless this condition is modified by written agreement between the Landlord and Tenant. ie an "arrears-agreement"

Example:

Tenant owes \$50 on a scheduled deposit payment and does not include it in the monthly rental payment delivered to the landlord. The deposit payment agreement reached at the beginning of the Lease term is the "oldest debt." The Landlord will first deduct the \$50 deposit payment from the amounts received from the tenant and apply the balance to the rent. This may cause the rent to be not paid in full and can lead to late fees being applied and the eventual eviction of the tenant.

Other amounts which may be charged to the tenant and deducted from the first amounts received are Late Fees due from the month before, mowing fees, trash fees, back check fees and any other amounts the tenant has agreed to pay when assessed under the provisions of this agreement.

6. PARTIAL PAYMENTS ARE DEFAULT

Tenant agrees to pay the full amounts due and owing including any late fees or other charges at each due date. While partial payments will be accepted by the Landlord, any shortage in payment will be considered under the terms of this Agreement as placing the tenant in "default." Upon default penalty provisions will take effect as if no rent payment had been received. It is understood and agreed that all such partial payments accepted by the Landlord will be **ACCEPTED WITH RESERVATION** only and will not prevent the Landlord proceeding to collection and/or eviction.

Example:

Tenant pays \$300 on a monthly amount due of \$350. The tenants will be given credit for the \$300 payment but the tenants will immediately be in default and if the total amount due and owing is not paid before the 6th of the month when it is due, the tenants will be assessed all applicable late fees. Late fees amounts are shown on the DATA PAGE under "**Late Fees.**"

7. PERFORMANCE DEPOSIT

[Select and check applicable option. Mark non-applicable choices as "NO" or "NA."]

7a

 . SECURITY TERM PAID IN FULL AT BEGINNING OF LEASE TERM.

In addition to the rental payments set forth herein the tenant agrees to pay to the Landlord the sum listed on the DATA PAGE under "**Security Deposit**" as performance deposit payable upon the execution of this Lease Agreement Document or as hereinafter agreed.

The deposit is to be held by the Landlord as performance for the faithful performance by tenant of all terms of this Agreement, including but not limited to, the paragraph concerning vacating the premises.

There are no charges or deductions from the Security Deposit during the active term of the Lease. The Security Deposit is used to "settle the tenant's account" at the end of the lease term. It does not "cover" any amounts due by the tenant during the active term of the Lease Agreement.

The deposit **less a non-refundable minimum cleaning fee** in the amount listed on the DATA PAGE under "**Cleaning Fee.**" may be returned at the termination of this agreement. The Landlord will process out the deposit payment within forty-five (45) days of vacating of the premises.

All "animal " leases, whether approved animals or non-approved animals will be subject to a **\$125.00 Exterminating Fee being withheld** from the damage deposit prior to any refunds. Deductions from this deposit will be made for any damages to premises that occurred during the tenancy, any cleaning costs that exceed the agreed upon amount listed as the "**Cleaning Fee**" Landlord will forward to the tenant an itemized accounting of the proceeds from the deposit which are being retained by the Landlord and the reasons therefore.

7b. Written Forwarding Address: Tenant agrees to notify Landlord IN WRITING (which may be by email but not text) of his new mailing address after vacating the premises and tenants

hereby instruct the landlord to HOLD and not process-out any Security Deposit refunds until this forwarding address is received by the Landlord. In the event tenant does not provide a forwarding address IN WRITING to the Landlord, the Landlord may send a letter, regular mail, to the tenant's last known address on file and advise the tenant that the deposit cannot be processed out because of the lack of written forwarding address. In no case will any refund deposit check be forwarded to the last known address on file.

7c. Tenants agreed and understand fully that THE PERFORMANCE DEPOSIT MAY NOT UNDER ANY CIRCUMSTANCES OR CONDITIONS BE DEDUCTED FROM ANY RENTAL PAYMENTS.

Example:

The security deposit has nothing to do with rental amounts. It does not "pay the last month's rent" or any other amount currently due. Tenants who do not pay all rental amounts when due face high late fees, collection and court action.

7d. Agreements between Parties - Deposit

The Landlord is not liable nor a party to any understanding or agreement between two or more co-tenants, and/or guarantors as to the portion of the performance deposit that one tenant may be entitled to at the end of the lease term.

Landlord will, at termination of the lease term, draw one check payable to all CURRENT tenants jointly and forward same to the agreed upon forwarding address provided to Landlord under this agreement, unless there are written instructions from ALL the tenants on how the refund is to be handled.

7e. No Partial Refunds

There will be NO PARTIAL REFUNDS to departing co-tenants. The Landlord has no way of knowing who paid what part of any performance deposit. Departing tenants will not be paid any deposit money by the landlord. Deposits will be returned to the current tenants at the expiration of the lease agreement as herein provided.

Example:

Junior and his two college buddies go in together and rent an apartment with the required deposit of \$600.00. Each pays \$200 towards the deposit. Junior flunks out of college and moves back home. He wants his "part" of the damage deposit refunded. There will be no refund. The Deposit will be processed as outlined elsewhere in this Agreement at the termination of the lease period.

Even if Junior is successful in getting a RELEASE OF RENTAL OBLIGATIONS letter from the landlord, he will not get a deposit refund.

7f Deposits Carry Forward

Deposit amounts will carry-forward without refund as long as any original co-tenants remain on the premises including any renewal periods.

Example:

It is not uncommon, especially with several room- mates for the make-up of the current tenant group to change. Huey, Duey, and Luey all rent as co tenants. At the end of the first year Huey leaves and Duey and Luey renew the lease. The Deposit carried forward with no refund or accounting.

At the end of the next year Duey leaves and Luey renews alone. The deposit carried forward with no refund or accounting. At the end of that last year the deposit refund would go to Luey since he is the only current tenant at lease end.

7g. Landlords Successor Obligated for Performance Deposit

If the Landlord in any way transfers its interest in the premises or if the Agent transfers the management of the premises to a third or different party, Agent or landlord, as the case may be, may transfer the performance deposit to the transferee and both are thereafter released from all liability for the return of the performance deposit to Tenant. If such transfer occurs, Tenant agrees to look to the transferee solely for the return of the performance deposit and to release Landlord and/or Agent from all obligations and liability relating thereto.

Landlord may at landlord's sole option elect to return the deposit to the tenants instead of transferring it.

7h.

_____. Performance Deposit paid in Installments. The performance deposit required under this lease will be paid in whole or in part by the tenants as outlined in the DATA PAGE under "**Security Deposit.**" Tenant agrees that the payment schedule as outlined herein creates "amounts due at 12:01 AM on the 1st day of the month listed" and will be considered debts owed to the Landlord by the tenant on that date/time. These amounts will be deducted from the first monies received by the Landlord under the "Oldest Debts Paid First" rule.

7i.

_____. No Performance Deposit shall be required under this lease.

8. TRASH REMOVAL

8a

Trash, whether household garbage or any other, will be removed by the Tenant at Tenant's expense promptly and not allowed to accumulate on the premises. In the event trash is allowed to accumulate, tenant will be given one posted warning, and if the trash is not removed the day following the posted warning, the landlord will have trash removed. Tenant agrees that tenant will be assessed and pay trash removal fees for such trash removal. Such amount shall be "due and payable immediately" by the tenant. Such amount will be collected under the "Oldest Debt Paid First" rule from the next monies collected from or on behalf of the tenant. See the attached DATA PAGE under "**Trash Removal Fee**" for charges.

8b Single Warning Per Lease Period. Tenants will be entitled to only one warning for trash during any 1 year period of time. Thereafter Landlord will pick up any trash on the premises and notify the tenant by posting of the charge amounts.

8c Municipal Trash Service Locations Tenants who live in "trash picked up as part of the lease" premises will familiarize themselves with the scheduled trash pick-up times/schedule and only place their trash out for pickup on the morning of the date the trash pick- up is scheduled.

8d. Scattering By Animals. Tenants are responsible for all trash scattered by animals. We have dogs, raccoons, bears, opossums, and other wild animals in our area and they will get into and scatter trash. It is the responsibility of the tenant to secure any trash placed outside in animal-proof containers to prevent scattering.

8e Decks, yards, and Porches - No Trash. Tenants agree to keep the premises clean at all times; trash, garbage, and any other items without limitation, is to be removed promptly and such removal is the responsibility of the tenant regardless of the availability of municipal trash removal services. The exterior of the premises is include the yard and any deck or porch must be kept clean and clear of all trash, stored items, and/or debris.

In no instance shall a deck or porch be allowed to accumulate junk and/or trash, items of furniture, or other items. No deck may be used as a storage location. Tenants will keep all trash removed from the premises. Should the landlord observe trash on the premises, landlord will cause the same to be removed as outlined herein.

8d Tenant to furnish own trash cans. Tenants agree, as a bargained for provision of this lease agreement to acquire and maintain suitable trash cans for the storage of trash prior to it being hauled off or collected from the premises.

8e Outside storage of plastic trash bags prohibited. The storage outside of trash in plastic trash bags is strictly prohibited. Tenants must store outside trash in proper trash cans mentioned in section **8d** above. ie Trash awaiting pick up may not be kept anywhere outside the residence and particularly not on porches or decks.

8f Storage of aluminum cans and other recyclables The storage of aluminum cans and any other recyclables may not be stored in any manner that would pertain to trash. Aluminum cans may not be stored in plastic garbage bags outside the residence. Likewise metal or other items cannot be stored in plain view anywhere on the premises.

9. WOOD BURNING STOVES, FIREPLACES OR PITS

Unless approved in writing by the landlord, under no circumstances may any wood burning stove, fireplace, and/or outside fire place, fire pit, or any other open flame event or device by utilized by any tenant or guest on the premises. Any wood burning stove or fireplace located on the premises may not be utilized by the tenant to burn anything by open flame. Tenants agree that any single violation will be a non-remedial default under the terms of this lease involving serious threat to health and safety and subject tenant to immediate eviction without the opportunity to remedy the violation.

10. LABOR COSTS INCURRED BY LANDLORD

10a Labor Rates. In the event that the Landlord hires any person to perform any work on the premises for any purpose caused by the tenant or for any omission of the tenant which is a violation of this lease or to perform any work on the premises which is the responsibility of the tenant, ie unstopping sewer lines, repairing water lines, etc., the tenant will be responsible for the payment of such labor costs. The current Landlord-Labor rates is listed on the attached DATA PAGE under "**Labor Rates.**"

10b Outside Contractors. In the event an outside contractor is hired by the Landlord for any of the reason stated in paragraph **10a** or for any other reason caused by actions of omissions of the tenant, the tenant will be responsible to reimburse the Landlord for any such Contractor Costs.

Example:

Tenant's water lines freeze and tenant does not take action to unfreeze the lines or tenant clogs either the sewer, water, or waste water lines. Landlord may hire workers or an outside contractor to attend to the water lines and tenant will be responsible for the labor based on the per-hour rate for such work or the amount paid to the outside Contractor.

10c Self Repair by Tenant Prohibited . **Tenants may not Self-Repair** under any circumstances unless authorized elsewhere under this lease or approved IN WRITING by the Landlord prior to any self-repair being undertaken. Self-Repair as defined in this section shall include any painting.

11. MOVE OUT SCHEDULE

11a Premises to be left clean. If prior to moving out tenants do not clean or leaves premises and/or any appliances or fixtures therein in clean and serviceable condition then the tenant shall be responsible for all cleaning costs in excess of any amounts listed on the DATA PAGE under "**Cleaning Fee.**" Tenants agree to leave premises in clean, operational repair, normal wear and tear excepted with all trash removed including mopping the solid floors and vacuuming carpet and rugs. Landlord shall not be required to account for any amount listed under "**Cleaning Fee.**"

Example:

Tenants vacate a premises and leave dirty appliances which must be cleaned by the landlord. The labor costs total \$350.00. This amount must be paid by the tenant either from the tenant's performance deposit or, in the event the amount held in the performance deposit does not cover the cleaning fees, by the departing tenants and/or any guarantors.

11b Replacement Charges In the event items are missing or damaged to the point that they must be replaced when the tenant moves out, the tenant shall be responsible for replacement costs including all labor and service charges.

11c Keys to be turned in to Office in Wise, Va Tenants and Landlord agree that the event evidencing that the tenant has surrendered or turned the unit back over to the landlord shall be the Delivery of the Unit Keys to the Landlord's Office at 201 Main Street Wise, Virginia.

11d Lease period extends if keys not turned in Tenants agree as a bargained for provision of this Lease Agreement that the lease period extends until ALL the unit keys are turned in to the Landlord at 201 Main Street, Wise, Virginia and the tenant will continue to be responsible for all rental and other amounts until the keys are so surrendered or turned in or the Landlord acquires actual possession of the keys whichever occurs first.

11e Leaving Keys in Rental Unit Does Not Comply Tenant understands and agrees that leaving the keys anyplace other than physically turning the keys in to the Landlord at the Landlord's 201 Main Street Wise, Virginia address means that the tenant(s) shall continue to be obligated to pay all rents and other costs associated with this rental unit until the keys are so surrendered or the Landlord received the keys by some other end.

Example:

Tenant moves out at end of lease and leaves keys in the rental unit. 7 days later Landlord's Agents enter the rental unit and retrieve the keys. The tenant is responsible for the 7 days rent between the end of the lease and the date the Landlord found and recovered the unit's keys.

12. UTILITIES AND EQUIPMENT

12a Furnished Items. Landlord and Tenant agree that Landlord will furnish the following utilities and equipment, keeping same operational and repaired as outlined in this Agreement. **Y** = Yes furnished and Maintained by the Landlord. **N**= Not furnished or maintained by the landlord. **U**= Present and may be used by tenants but will not be replaced, maintained, or repaired by the Landlord. Landlord may move or relocate if Landlord needs items someplace else.

Furniture: _____. Water: _____. Sewer: _____. Electric _____. Cable/TV _____. Phone _____.
Outside Storage Building _____. Yard and Outside Area _____. Stove/Range Oven _____.
Refrigerator _____. Heat Pump or Outside AC _____. Window AC _____. Washer _____.
Dryer _____. Dish Washer _____. Other _____.

Example:

There may be located in this particular rental unit items from the above list or other service items which are not covered by this lease agreement. Should this be the case then the tenant may use these additional items at tenant's own risk. The Landlord will not Repair or Replace any such items should they cease to work. Any such items remain the property of the landlord and landlord will remove such items from the premises at tenant's request. Landlord may remove the items and use them somewhere else at Landlord's option. Tenant may not do anything with said "use" appliances except "use" them or surrender them to Landlord which not in "use."

12b. Utilities - Deposits. Tenant shall pay any deposits required by utility companies for those utilities not provided by Landlord. For any utilities furnished by the Landlord as part of this lease agreement, tenant agrees to use in a reasonable manner so as not to commit waste.

12c Water, Electrical Service Required At All Times. The water and electrical services shall be on and operational at all times covered by this lease agreement. The water and electrical service must be registered in tenant's name unless Landlord agrees otherwise in writing. Should such services be interrupted the landlord may proceed to obtain possession of the premises and take whatever action is necessary to prevent damage to the unit, including restoring the utilities that have been turned off at tenant's expense. See Paragraph **12g**

12d Sufficient Heat Required. Tenant shall at all times provide sufficient heat to the premises so as to prevent water lines from freezing during frigid weather. Should sufficient heat not be provided and as a result damages occurs, then tenant shall be responsible for all such damage.

12e Lease Covers Listed Personal Items. This lease agreement operates as a lease pursuant to Virginia Code Section 18.2-118 and all provisions of that Code Section as amended apply to the personal property items listed herein.

12f. Immediate Entry Granted to Landlord. Tenant grants to Landlord the right of immediate unannounced entry to the premises in any instance where the electrical service is found to be disconnected or "off" for any reason. Landlord is granted the right to remove and discard all food found in refrigerators etc to prevent spoilage or damage. Tenant agrees to hold Landlord its agents and/or assigns harmless for any damages caused by such entry or removal of items from the premises.

12g Re-Establishment of Electrical Service Tenant agrees that in any event in which the electrical service is found to be disconnected or "off" the Landlord may immediately move to have the service reconnected. All such costs to re-establish service and subsequent bills shall be the responsibility of the tenants and co-signers.

12h Replacements Refrigerators and Stoves - Must be Clean Tenant agrees that in the event their stove and/or refrigerator is replaced by Landlord during the term of their lease that the replaced stove and/or refrigerator must be returned to the land in CLEAN CONDITION. In the event the appliance is not returned in CLEAN CONDITION tenant(s) agree to pay a \$75 per unit cleaning fee for each appliance that is returned dirty.

12g. Refrigerators - Ice Makers Not Provided or Serviced Refrigerators furnished by Landlord do not include the hook up or servicing of ice makers on in-door water/ice devices. At Landlord's discretion the ice maker may be connected and serviced at tenant's expense.

13. ANIMALS

[Select and check applicable option. Mark non-applicable choice as "No" or "NA"]

13a

_____. This is an animal-approved unit for the animals listed on the DATA PAGE under "**Animal Fees.**" Animal approved units must nevertheless be kept in a neat, orderly, and in sanitary condition. The landlord may inspect an animal-approved unit on a more frequent basis. In no instance shall the number or animals be increased after the signing of this Agreement without the written permission of and Landlord and the payment of additional fees.

13b Prima-Facie Damage - Feces It will be a violation of this lease agreement if animal feces are found in the rental unit under any conditions unless they are in an appropriate container such as a litter box. All such litter boxes and/or waste areas are to be kept clean and sanitary at all times.

13c. Animals Not To Be Left Animals may not under any circumstances be left in the rental unit unattended for extended periods of time. Tenants understand and agree that the landlord will enter the rental unit and have animal control officers remove any unattended animal that appears to be abandoned by the tenant. The presence of any animal feces in the rental unit when the tenant is absent shall be prima facie evidence that the animal has been abandoned.

13d Animal Fees A NON-REFUNDABLE animal fee in the amount shown on the DATA PAGE under "**Animal Fees**" shall be paid to the landlord. The amount of such fees shall be determined based on the number and size of the animals approved.

Animal Fees are not to be considered in any way a Performance Deposit or Deposit of any kind. All animal fees are NON-REFUNDABLE FEES.

A lease that begins or becomes an Animal-Approved lease cannot be changed to a Non-Animal Lease until the end of the current lease term.

13e

_____. This is an **Animal PROHIBITED UNIT** and the following terms apply.

No dogs, cats, birds, mammals, snakes, reptiles, or other animals may be kept or allowed to remain on the premises, either inside or outside, by the tenant or any guests without written approval of the landlord.

13f Landlord Granted Immediate Entry. Tenant hereby, as an agreed upon provision of this lease agreement, gives to the Landlord and/or landlord's agents permission to immediately come onto the leased premises and remove any animal from the premises found in violation of this lease agreement. Tenants hereby waive any liability to the landlord or landlord's agents for any such animal removal. Any such animals found frequenting the premises will be live-trapped and removed by the landlord WITHOUT PRIOR NOTICE TO TENANTS.

Example:

Tenant is expected to abide by this Agreement and as such not to own, possess or allow to remain on the premises any unauthorized animals. Any animals found on the premises will be immediately seized by the landlord or landlord's agents and removed.

Example: During an inspection the landlord locates a cat on the premises. The landlord will capture and remove the cat without notification of anyone.

13g REMEDIAL ACTIONS In the event that any prohibited animal is found inside the rental unit or on the property subject of this Lease and such animal is not on the premises by written permission of the landlord the following shall apply.

13g1 The presence of the animal shall be a material violation of this lease agreement. The ownership of the animal is immaterial. The length of time the animal has been on the property is immaterial, and

13g2 The tenant will immediately be given notice of the material violation of this lease agreement and the tenant must immediately cause the removal of the animal if the animal has not already been removed by the landlord, and

13g3 The tenant must within 21 days of the notification of material violation of this lease agreement have the entire premises cleaned by a professional licensed cleaning service, licensed to do business in Virginia, and

13g4 Furnish to the landlord a copy of the paid receipt from such professional cleaning service and contact information so that the landlord can verify that the cleaning has taken place and that the cleaning service is so licensed to do business in Virginia. Carpets must be cleaned by a professional carpet cleaning service.

13g5 In no instance shall a tenant be permitted to self-clean the unit to cure the material violation of the lease created by the presence of an animal on the premises, and

13g6 Failure to fully comply with all terms and conditions of these provisions of this lease agreement shall lead to the eviction of the tenant at the earliest possible moment allowed by law. In the event of eviction the tenants shall remain responsible for all clean-up costs incurred by the landlord as outlined in this section, and

13g7 At the option of the landlord, pay for the services of a professional exterminator to treat the premises to remove any ticks, fleas, or other parasites left behind by any such animals.

13h CONVERSION OF LEASE TO ANIMAL-ALLOWED At the option of the landlord in certain instances where the particular property is suitable for pets, the tenants may be allowed to convert their lease to an "Animal Allowed" lease agreement by signing an "Addendum" to their lease noting the change and upon paying an increase in rent and non-refundable animal fees as specified by the Landlord.

13h1 Tenants agree that in the event they have an unauthorized animal on the premises that they will pay the increased rent set by the Landlord for 3 past months including any month the Lease is converted in addition to all other animal fees set by the Landlord.

13i. Feeding Stray Animals Prohibited. Tenants agree and understand that "stray" or "neighborhood" animals may not be fed anywhere on the premises. Such feeding will be the same as having an unauthorized animal on the property.

14. PESTS AND DEAD VERMIN

14a 30 Day Responsibility of Landlord. Landlord will within the first 30 days of occupancy provide pest extermination services to the premises in the event that ants, roaches, wasps, cockroaches, rats, mice, or other pests are discovered or found on the premises. Thereafter, the removal, extermination, and/or treatment required to remove any such pests SHALL BE THE RESPONSIBILITY OF THE TENANT. Tenants shall be fully responsible to ensure that conditions on the premises such as promptly removing trash and not leaving food and other items available which encourage pests.

14b Professional Extermination. The landlord may elect to employ a professional pest extermination company to deal with pest problems. Tenant will be notified per applicable Virginia law as to the use of any chemicals by such pest extermination company.

14c Dead Animals. The landlord will examine the premises and remove any dead animals or vermin that can be reasonably located on the property only within the first 30 days of tenancy. Animals that invade a property and subsequently die are not the responsibility of the landlord. The landlord will charge regular labor rates for employee time spent in locating and removing dead vermin after the initial 30 day period.

15. SERVICES, CLOGGED SEWER, DRAINAGE LINES OR FROZEN LINES.

15a Landlord Duty to Repair. The tenant jointly and severally shall be responsible for keeping clean, clear, and unobstructed his own entrance to the premises. The landlord shall not be responsible for repairing broken glass, window panes, storm door panels under any circumstances. The landlord has no duty to repair except as expressly provided in this agreement or as required by law.

15b Clogged Sewer or Drain Lines- Tenant Responsibility. Landlord will not be responsible for UNSTOPPING ANY DRAIN PIPES, SINK PIPES, SEWER LINES OR DRAINS that may become clogged or choked by actions of the tenant or tenant's guests. Sewer lines and drainage lines are guaranteed to be free of obstruction and working properly upon move-in. Tenant shall immediately notify landlord of any clogged lines. Thereafter any clogged sewer or drainage lines are the sole responsibility of the tenant. Any blockage caused by a design in the drainage system not caused or which cannot reasonable be attributed to the tenant will not be charged to the tenant. Tenant must cause all such repairs to be completed within 5 days of discovery.

15c Frozen Water Lines - Tenant Responsibility. Water and drain lines are guaranteed to be thawed and operating properly on move-in date. Tenant shall notify landlord immediately upon move-in of any frozen water or drain lines. Thereafter landlord will not be responsible for un-freezing any water, drain, or other lines that may become frozen after move-in by the tenant. Tenants are responsible for leaving their water dripping or running a small stream about the size of a pencil lead on dates with freezing temperatures.

15d. No Tenant Self-Help Allowed. Tenants may not undertake any unfreezing or unclogging of water, sewer, or other lines which involves un-hooking or disconnection of any such line. Repairs will only be undertaken by a person authorized to make such repairs at the tenant's expense. Tenants may apply heat tape or a heat source near a frozen line only if such action can be taken without damage to the line itself. Tenant agrees that all such frozen water lines are to be thawed out and returned to working order with 5 days of discovery of the problem.

15e Charges for Company Employees. In the event that landlord undertakes the job of unclogging drain or sewer lines or thawing frozen water lines, the tenant will be responsible for all parts costs and labor costs incurred by the Landlord. Labor costs shall be set by the landlord and tenant before any work is begun. The tenant may be required TO POST AN ADVANCE DEPOSIT WITH THE COMPANY AND SIGN A WORK PAYMENT AGREEMENT BEFORE ANY WORK IS BEGUN BY COMPANY CREW MEMBERS. This amount will be used by the Company to purchase any needed repair parts and to pay labor costs incurred in the repair. In the event the actual costs of the repair, including labor, exceed the initial deposit, the tenant shall be responsible for the actual costs and labor. In the event the actual costs of the repair, including labor, are less than the initial deposit, the tenant will be refunded any overage.

16. HEAT PUMPS AND AIR CONDITIONING SYSTEMS

16a Filters - Tenant Responsibility It is understood and agreed by both the Landlord and the Tenant that failure to change monthly the air filters on heat pumps and AC units causes severe damage to such appliances. Tenant agrees and understands that the landlord has a **zero-tolerance policy** regards heat pump and AC unit filters. Tenants agree to make themselves familiar with the location, type and method of changing such air filters and understand that such filters must be replaced monthly at tenant's expense. Tenants understand and agree that it shall not be a defense to eviction or any other proceedings under this Lease, including a suit for damages, that the tenant did not know how or when to change the air filters. Tenants will be fully responsible for all damage caused to heating and/or cooling equipment caused by the failure to properly and monthly replace the filters as well as the costs for replacement and/or repair. The cost of the replacement filters are the responsibility of the tenant.

16b Remedial Action. Lease Converts to Landlord Replacement On any discovered instance of a dirty filter the tenant may, in the sole discretion of the Landlord, be issued a Written Notice that this Lease is converting to a LANDLORD WILL REPLACE FILTERS AT TENANT'S EXPENSE lease. Thereafter the Landlord will enter the premises monthly after 1 days notice and replace the filter. The tenant will be charged the actual cost of the replacement filter plus a \$25 fee for each instance. This provision once issued by the Landlord may only be changed by a written release issued by the Landlord.

16c Limits on Heating and Cooling Equipment Tenants understand and agree that in all circumstances the installed heating and or cooling equipment may not perform up to the expectations of the tenants. Landlord shall ensure that installed equipment is performing up to its operational limits. This may or may not bring the temperatures in the rental unit to the level wanted by the tenant. In extreme heat and cold even properly operating equipment may not provide desired temperatures at all time and in all areas of the rental unit. Space heaters and/or window AC units all meet HUD inspection standards and may be utilized by the Tenant as long as the use does not overburden the electrical service limits.

Landlord may, but is not obligated to, temporarily furnish portable, temporary heating/cooling equipment.

Tenant will get prior approval before self-installing any such equipment.

17. REPAIRS - ABATEMENT OF RENT PROHIBITED- STANDARD OF REPAIR

17a Time Frame for Repairs. Needed repairs to a rental unit will be provided as soon as it practicable. The landlord must contract with service providers to perform such service work. Work orders are prioritized as to their importance in view of the Standard of Repair and whether the call is an emergency or not. Tenant understands and agrees that such necessary delays may mean that a tenant is without a provided-for item or service covered by this lease agreement for the period of time necessary for the repair.

17b Tenants Not To Repair or Paint Landlord shall complete all needed repairs to the premises unless otherwise provided in this lease agreement. Tenant SHALL NOT under any circumstances undertake or repair any damage to the premises including water lines, without the express permission of the landlord. Tenants shall be responsible for all damage caused by any such authorized repair.

17c No Hold Back or Abatement of Rent Tenant agrees that tenant will NOT UNDER ANY CIRCUMSTANCES hold back or fail to pay rent due to the tenant's opinion that repairs need to be made to the premises. Tenants will fully comply with all provisions of the laws of the Commonwealth of Virginia including all provisions of the Virginia Residential Landlord Tenant Act regards the non-payment of rent due to damage or needed repairs to the premises.

17d Standard of Repair and Habitability- Disputes The Standard of habitability and livability on these premises shall be that as outlined in the United States Housing and Urban Development Inspection Manual and related United States Code applicable to Section 8 HUD housing. In any dispute as to what should be repaired and any standard of repair the parties agree as a bargained for provision of this Agreement that the HUD standards shall control. Landlord may hire an independent HUD inspector to make a determination as the the standard of repair.

17e Only Tenants may call for Repairs Tenants may call for repairs whenever service is needed. Co-Signers and/or Guarantors may not call or communicate repair requests. Landlord only rents with adult tenants who are responsible for their own conduct.

18. PARKING AND VEHICLES.

18a Number and Type of Vehicles. Landlord retains all rights as to the number of personal vehicles allowed on any particular property. All such allowed personal vehicles must be **legally registered to each tenant** and parked only in an area designated for parking. Landlord reserves the right to "assign" parking spaces/locations as necessary. Tenant will furnish to landlord upon landlord's request identifying and registration information on any vehicle to be parked on the premises by tenants. Tenants will share all "common parking areas" with other tenants of this or other units making use of the same common parking areas. Tenant(s) agree to display any Parking Authorization Card or Sticker if required by Landlord and understands and agrees that, when assigned, failure to display the assigned Parking Authorization Card or Sticker can result in the vehicle being towed from the premises at Tenant's expense..

18b Vehicles to be Operable. Under no circumstances may a vehicle not currently registered to be operated on the highways of the Commonwealth of Virginia be parked or stored on the premises. No vehicle incapable of being driven or moved under its own power at any point shall be parked or stored anywhere on the premises. ie vehicles disabled mechanically, with flat tires etc

18c Tenant responsible for damages. Tenants will be responsible for all yard repair or other damage caused by vehicles being parked or operated in these non-approved areas. Tenants will be responsible for both tenant's vehicles causing damage as well as any vehicles of any guest of tenant.

18d Guest Vehicles. Guest vehicles may be parked on the premises only for such periods of time as guest are allowed on the same premises. No unapproved vehicles, not registered to tenants will be allowed to remain on the premises for more than five (5) days in any 30 day period. Any such vehicle will be removed by the landlord at the vehicle owner's expense. For the purposes of this section of this lease agreement, a vehicle shall be deemed parked on the premises if it is parked for any 2 hour period during any particular 24 hour day.

Example:

A vehicle parked from 100 AM - 300 AM on any particular day shall be deemed to have been "parked" on the premises for that particular day.

18e Warnings and Barrment Tenants may be given a written warning for any vehicle parked on the premises in violation of this lease agreement. Landlord has no duty to notify any person or owner of a motor vehicle not a party to this Lease Agreement before causing the vehicle to be removed from the premises.

Tenant and Landlord agree, as a bargained for provision of this Lease Agreement, that any particular vehicle, not registered to a tenant, may be "barred" from the premises covered by this Lease Agreement in the sole discretion of the landlord by the landlord giving notice to the tenant or by posting such notice on any door of the premises.

19. SMOKE DETECTOR BATTERIES

Each tenant shall be responsible for replacing any/all batteries required to keep any battery-operated smoke detectors operational at the tenant's expense.

20. INSPECTION

20a Tenant to Care for Unit. The tenant agrees that tenant will take care of the premises and any fixtures and equipment therein, and upon the expiration of the term of this Lease, or any extension thereof, will leave the premises thoroughly cleaned and in good condition, ordinary wear and tear excepted. Tenant shall be responsible for all repairs which are in excess of ordinary wear and tear.

20b Landlord May Inspect The landlord may enter the premises for the following purposes: to inspect to see that tenant is complying with the provisions of this lease; to make repairs, alterations, or improvements; to show the dwelling to prospective purchasers, mortgagees, tenants, workmen or contractors.

Such entry shall not be so frequent as to seriously disturb the tenant's peaceful enjoyment of the premises. Such entries shall take place with reasonable prior notice to the tenant; consent shall not be unreasonably withheld. Tenant agrees that Landlord may inspect at least once a month upon landlord giving tenant a 24 hour notice.

Notice shall be deemed sufficient if mailed to tenant at address on file with landlord and/or by Posting Notice to any door of the premises at least 24 hours prior to any inspection.

20c Emergency Entry The above provisions notwithstanding, Tenant agrees that the Landlord may enter the premises at any time without notice in response to any situation reasonably believed by the Landlord to be an emergency to life, limb, or property damage including an inspection for unauthorized animals or any instance when the electrical service is found not to be operational.

21. FAILURE TO PAY RENT, BREACH OF COVENANTS

21a Enumerated Breaches of Lease In the event of

- 21a1** The Tenant's abandonment of the premises
- 21a2** The Tenant's breach of any provision of this Agreement
- 21a3** The filing of insolvency proceedings by or against the Tenant or the appointment of a receiver or Trustee of his property.
- 21a4** The Landlord not receiving any full payment of rent or other charges by the fifth of the month in which it is due.
- 21a5** The Tenant's denial of any right reserved in this Agreement to the Landlord
- 21a6** The institution of legal proceedings by or against the Tenant looking to a disposition of the premises or any part thereof
- 21a7** The use of the premises by the Tenants or others for illegal purposes
- 21a8** A breach of tenant's obligations under this Agreement involving or constitution any criminal or willful act, which is not remediable and which poses a threat to health or safety
- 21a9** The arrest by law enforcement officers of the tenant or any guest while the tenant or guest is on the demised premises.
- 21a10** A post-lease signing conviction of a tenant for any felony or violent crime as defined in the Code of Virginia.

21b Expected Actions by Landlord in event of any breach of lease obligations.

- 21b1** Landlord may enter and regain and retain possession of the premises by any lawful means and remove the Tenant and his effects by lawful entry or detainer proceedings, and/or
- 21b2** To sue for rent, provided that the landlord's recourse to any remedy shall not deprive the Landlord of any other action or remedy permitted by law.

21c Tenants, Guarantors, and Co-Signers Liability Should the Landlord elect to pursue any such remedies, regardless of whether such action shall be prosecuted to judgment, the tenants, guarantors, and/or all co-signers all agree that they shall be jointly and severally liable as follows:

- 21c1** Tenant fully agrees that tenant will be responsible for all installments of rent and other charges that are past due and for the remainder of the term of this Lease Agreement to the extent permitted by law; and/or

Example:

Tenant is evicted after 6 months of a 12 month lease. Tenant will be held responsible for the entire 12 months of the lease including the remaining 6 months of the lease provided the Landlord has acted to mitigate his damages.

21c2 For all expenses that may be incurred by the Landlord for re-renting the premises or for collection of unpaid rent or other charges under his agreement to include by not limited to advertising costs, mowing and all maintenance costs, cleaning, repairing, etc.

21c3 For all expenses that may be incurred by the Landlord for possession of the premises or for collection of unpaid rent or other amounts under this agreement, and/or

21c4 For reasonable attorney fees incurred by the Landlord for possession of the premises or for collection of unpaid rent damages or other charges when the Tenant's breach of this Lease Agreement results from the tenant's non-compliance. All parties agree to an attorney flat-fee rates as listed on the DATA PAGE under "**Attorney Fee Rate.**"

21c5 Tenant(s) fully understand and agree, as a bargained for provision of this Agreement, that should the Attorney representing an Owner in any case hold an ownership interest in the subject property that said Attorney shall nevertheless be entitled to charge and receive all amounts of Attorney fees outlined herein.

21d 5 Day Pay or Quit Notice If the tenant has breached this Lease Agreement by failing to pay rent in full when due, the Landlord shall give written notice by "5 DAY PAY OR QUIT" letter/notice to the Tenant stating that the lease will terminate in five (5) days if the rent and all late and other fees are not paid in full. If the tenant fails to pay the total due amount in full within the 5 Day period, the Landlord may terminate this Lease Agreement and proceed to obtain possession of the premises by filing an unlawful detainer or other appropriate court action or proceeding, wherein the Landlord may pursue a claim for rent and/or other damages.

21e Cure by Tenant In all instances a tenant may pay all outstanding rents, costs, and fees to the Landlord before the tenant can "cure" any defect under this Lease Agreement and remain on the premises.

21f Jurisdiction Agreed All parties agree upon jurisdiction for any legal action connected with this lease shall be in WISE COUNTY, VIRGINIA regardless of the actual location of the premises covered by this agreement. This agreement as to jurisdiction is a bargained-for provision of this Lease Agreement between the Landlord and/or tenants, guarantors, and/or co-signers.

22. QUIET ENJOYMENT

22a Use as Private Dwelling The Landlord covenants that the tenant, on paying the rental and performing the covenants and conditions in this Lease in full, may peacefully and quietly have, hold, and enjoy the leased premises.

The premises shall be occupied only by the tenant as a private dwelling and for no other purposes, and no person other than those signing this lease as a tenant, whether such person is a member of the family of the tenant, shall occupy said premises so as to become a resident within the definition provided in this lease.

22b No Business Use Permitted. Tenants may not under any circumstances use or occupy the demised premises for any business related purpose whatsoever. This lease provision specifically prohibits the tenant or anyone else from operating a baby-sitting, day care, or other such operation anywhere on the premises.

Tenants may hold no more than two "yard sale" or similar events in any one year.

23. TERMINATION

[Select applicable option for 23a, 23b, or 23c. Mark non-applicable choices as "No" or "NA"]

23a Multiple Month Term

_____. _____ Month Lease. The term of this lease is multiple months as noted herein and shall terminate on the specific and actual date shown in this agreement. Should the tenant vacate the premises early either at tenant's own free will or eviction, tenants, guarantors, and co-signers shall remain obligated to pay the monthly lease payments and perform all other actions required of the tenants until either the end of the specific lease period or until the landlord re-rents the property whichever occurs first.

23b

_____. Month to Month Lease.

Either party may terminate a month-to-month lease agreement by giving the other written notice of termination 1 full month prior to the date the tenancy shall end. The 1 month notice period shall be construed to be the first FULL month following the date the rent is next due. Should the tenant vacate the premises early either of tenant's own free will or eviction, then the tenant, guarantors, and co-signers shall remain obligated to pay the monthly lease payments and perform all other actions required of the tenant until either the end of the specific lease period or until the landlord re-rents the property whichever comes first.

Example:

Tenant gives landlord notice to vacate on May 15th. The lease notice would become effective the end of June of that next month. Tenants who HOLD OVER with permission of the Landlord are considered month-to-month tenants and must give the same 1 month notice to end their lease as provided in this section.

23c _____. Other: _____.

23d Hold- Over Tenants are Month to Month, Requires Notice to End

Month to Month lease provisions apply to all "hold-over" tenants.

If the rental amount for a property is higher for a month-to-month lease than it is for a multiple month lease then the rent will be automatically and without further notice increase to reflect the new month-to-month rate. To avoid a rental increase the tenant should schedule to re-new the lease for another multiple-month term prior to the current leases' expiration date.

Tenants who elect to "Hold-Over" understand and agree that holding over for even a single month after the expiration of a multiple-month lease is the same as signing a new Month-To-Month lease and requires the same Written Notice as all Month-To-Month leases.

Example:

Some tenants Hold-Over for many months and the Landlord cannot effectively market the property while the tenant is still in the property and the Landlord is unsure when or if the tenant is going to move.

Example:

Tenant gives Landlord Notice that she does not intend to renew her multiple month lease upon its expiration. The tenant elects however to Hold-Over for two months while she finds a new place. The tenant finds a place and without giving the Landlord any ADDITIONAL NOTICE turns in her keys on June 5th. The tenant is responsible for both June's Rent and July's Rent.

24. RENEWAL NOTIFICATION

24a 60 Days Required Notice For Renewal In all multiple month leases, tenant shall be required to notify Landlord in writing 60 days prior to the expiration date of the lease agreement if the tenant intends to renew or sign a new lease on the premises. Should tenant or landlord elect not to renew for a new lease term this 60 day notification period allows landlord to market the property to new tenants in order to avoid vacancies.

Failure of the tenant to notify landlord of intent to renew his/her lease may have the effect of tenant not being allowed to renew and the unit could be rented to another tenant.

24b Renewal Not Automatic The 60 day notification period shall not grant to any tenant an automatic right to renew the lease should the landlord elect for whatever reason not to renew. It is simply to allow the landlord as a planning-tool to avoid surprised vacancies cause by the tenant's lease expiring and landlord not having marketed the property to new tenants.

24c Tenant's Responsibility To Track End of Lease Periods. It is the RESPONSIBILITY OF THE TENANT to track the dates his/her lease expires and give the proper notifications.

While the landlord MAY elect to give tenants a courtesy notice that the lease is about expire, the landlord is not required to do so under any circumstances.

25. VACATING THE PREMISES.

25a No Storage of Personal Property of Tenants Upon the termination of the tenancy, the Tenant shall completely vacate the premises, including the removal of all of her/her personal property. No right of storage is given by this agreement and the landlord has no duty to store or

in any way protect the tenant's possessions against loss. In the event the tenant's property is not removed, the Landlord may dispose of such property at his discretion, without any notice or liability to the Tenant or any other owner for damage or loss.

This is a bargained for provision of this lease agreement and such agreement is reached between the parties with the understanding of the problem experienced by landlord when tenants vacate property and leave personal property behind.

25b Signage and Showing Property to Prospective Tenants - Injunction After notice of termination of the lease agreement by Landlord, Agent, or Tenant or 60 days preceding the expiration of applicable cure period of the lease term, a FOR RENT or other such sign may be placed upon the premises by the Landlord in addition to a Landlord's information box or other such device. The Landlord may exhibit the premises, including entry thereto, to prospective purchasers, and/or tenants at reasonable times and during reasonable hours.

If the tenant refuses to allow or prevents access to the premises the Landlord may obtain injunctive relief to compel access or may terminate this Lease Agreement. In either case, Landlord may recover from tenant's co-signers, and/or guarantors actual damages including reasonable attorney fees.

25c Temporary Vacancy Notice By Tenant Tenants shall give Landlord notice of any anticipated temporary absence from the premises in excess of seven (7) days. During such absence of tenant(s), Landlord may enter the premises at any time reasonably necessary to protect the premises. In the event the tenant fails to give such Notice, Landlord may recover from tenants, co-signers, and/or guarantors any actual damages sustained and shall have all other rights provided by law.

Example.

Student tenants plan to be away from the rental unit more than 7 days over a scheduled school break. This Notice will alert the Landlord to his situation and allow the landlord to go into the unit should a freeze-warning be issued and allow Landlord to make sure heat is on adequately and water left dripping if necessary.

25d Emergency Contact May Receive Property, Landlord Held Harmless

Tenants shall provide to the Landlord a person authorized to take possession of the tenant's personal items. Such person shall be listed on the DATA PAGE under "**Person(s) Authorized To Take Possession of Personal Property**" or "**Emergency Contact Person.**"

Should the landlord be unable to reach the tenant then this person is pre-authorized by the tenant to either take possession of any items of personal property found on the premises or set outside of the premises by law. This person is also authorized to make all "property decisions" involving such personal property.

This will cover and apply in all instances where the Landlord cannot using normal contact procedures locate the tenant and shall include any instances where the tenant cannot be located due to willful vacating the premises and property, extended periods of illness of either the tenant and/or others and/or the death of the tenant.

Tenant agrees, as a bargained for provision of this Agreement to hold the Landlord Harmless for any such personal property items disposed of by law, given to the the authorized person, or disposed of upon the instructions of this authorized person.

This "Hold Harmless" provision shall inure to the benefit of the Landlord and shall be binding on the tenant, his heirs, and/or assigns without limitation.

26. INSURANCE

Tenant understands and agrees that Landlord has not and has no duty to purchase or maintain insurance on any belongings of the tenant. Tenant may at his own cost obtain his/her own insurance policy to protect tenant and/or tenant's personal property against damage, injury, or destruction for any cause whatsoever.

27. DECK COVERINGS AND OUTSIDE STORAGE UNITS

Landlord will not be responsible for any repairs to any deck covering or deck roof or for any outside storage buildings or structures on the premises. If deck covering or outside storage facilities is located on the premises it/they is/are provided for the gratis enjoyment of the Tenant and not a bargained for provision of this lease. Such deck covering or storage units may be removed at the option of the Landlord.

28. YARD MOWING AND MAINTENANCE

28a _____ Tenants/Guarantors RESPONSIBLE to Maintain Yard Tenants and guarantors are individually any severally liable for the proper mowing and maintenance of any yard area associated with the rented premises. Yards will be mowed at least ONCE A WEEK during mowing season (April 1 thru October 31) and at all times the yard will be mowed so as to prevent a neat appearance. Mowing duties specifically include week-eating any areas that cannot be mowed with a mower.

28b Warning Notices and Mowing Charges Tenants will only be given one (1), "2 DAY MOW NOTICE" warning per mowing season. Thereafter the Landlord will proceed to mow the tenant's yard without further Notice to the tenant, when in the Landlord's sole discretion, needs mowing. Tenants will be charged the labor rated listed on the DATA PAGE of this Agreement for each man-hour expended in mowing and caring for the yard. Charges may include mowing, string-trimming, spraying for weeds, picking up trash and any other activities needed to bring the yard into compliance with the Lease Terms. This provision is a "Bargained-For" provision of this Lease in recognition of the Landlord's continuing problem in getting tenants to properly their yards. Any Warning or Mowing Notice or Notice of Charges shall be properly "served upon" the tenants and all other responsible parties, ie co-signers, guarantors, by Posting the Notice to any door of the rented premises and/or by emailing to the tenants at furnished email addresses.

28c Yard Boundaries, Landlord May Set Landlord will, if necessary, mark and locate the boundaries of the tenant's yard to be mowed and tenant shall be responsible for mowing the boundaries so marked/identified. Yard mowing parameters may be listed on a "Welcome Letter" or other separate writing mailed to Tenant's "Official Address." Any such description of areas to be mowed shall be incorporated herein by reference and become a part of the Lease Agreement. Mowing boundaries and responsibilities may also be set by a separate Mowing Addendum which may be attached hereto and made a part hereof by reference.

28d . _____ . Tenant NOT RESPONSIBLE to Maintain Yard Yard maintenance will be provided by the Landlord. Note - Tenants must keep the yard area to be mowed free and clear of all obstructions that would impede the uninterrupted mowing by company employees. Toys, trash, tables, chairs, grills, and all other impediments without limitation must not be allowed to accumulate in the yard area to be mowed. Tenants will be charged for all employee time expended in necessary clearing of the yard area prior to any mowing. See **Labor Rate** provision on the DATA PAGE.

28e Landlord Held Harmless - Grass on Vehicles. Tenants and all Guests agree to Hold Harmless all mowers for any damage to any vehicle or other property for grass, rocks, or other debris blown against or on such vehicles and/or property.

28f Animal Approved Properties Must be Mowed by Tenant No provision of this lease agreement shall be construed to provide for Company-Mowing of any rental unit which is Animal-Approved. Should any property for which mowing services were originally provided by the company become an "Animal Approved" unit at any time, then at that point the Lease will convert to a Tenant RESPONSIBLE for all yard mowing lease.

28g Yard Mowing Continues To End of Lease Term Yard mowing duties continue until the end of the lease period regardless of whether the tenant is still living on the property or has departed. Tenants who leave the premises early in anticipation of an unscheduled move out or at the end of the lease must continue to provide the yard mowing duties outlined in this Agreement until the end of the Lease Period.

Example:

Tenant's lease expires at the end of the Month of May. In anticipation of non-renewal tenant moves out on the 15th day of May. Tenant must continue to mow the yard, or pay someone to mow it, until the end of May, the expiration date of the Lease Agreement.

28h . _____ . There is No Yard associated with this rental unit.

29. CABLE TV, OTHER LINES - LOCATIONS - REMOVAL

Any cable tv. phone lines, extension of phone lines, or electrical lines or extension cords SHALL NOT BE ALLOWED TO LIE ON THE SURFACE OF ANY PROPERTY. Such lines are a hazard to mowers and others. Tenants shall be responsibility for all installations whether installed by themselves or service providers.

Tenants specifically agrees that any such lines will be removed by the Landlord. Tenants agree to hold harmless the landlord and/or landlord's agents and/or employees for any damage to such exposed lines or any interruption of services caused by the removal of said lines.

30. REPAIR PROVISION.

30a Tenants May NOT Repair. Landlord completes all covered/needed repairs. Tenants MAY NOT UNDER ANY CIRCUMSTANCES undertake to "self-repair" damage to premises without the written permission of the Landlord. Tenants are not contractors and are not licensed to do rental repairs. The definition for a "tenant-repair" under the terms of this lease is "Damage."

30b Painting The painting of any surface on or within a rental unit is "Damage" under all provisions of this Lease Agreement unless specifically approved in writing by the Landlord. Tenants who do not have written permission of the Landlord MAY NOT PAINT and will be charged for all expenses required to re-paint the premises.

31. POLICY WHEN ONE TENANT VACATES. NEW/ADDITIONAL TENANTS

31a All Parties Responsible for Lease Provisions. Vacating Tenants Remain Responsible. All tenants, co-signers, and guarantors are jointly and severally liable for all rental amounts and all other amounts due or which may become due under the provisions of this lease including attorney fees and costs. Should one or more tenants on a multiple-party lease decide to move or vacate the premises the over-all rent will be unaffected and remain the responsibility of all tenants, guarantors, and co-signers including the tenant who is moving out.

31b Release of Lease Obligations - Fee Any vacating tenant may at the sole option of the Landlord be issued "*Release of Lease Obligations*" form. The Landlord is under no obligation to issue any such form for any vacating tenant or other responsible parties. Should the Landlord decide to so release a vacating tenant the Landlord will do so only after inspecting the premises **and upon the agreement of all the remaining tenant/responsible parties.** Any tenant requesting a release from this Agreement will only be released upon payment of an **Early Release Fee** as provided on the DATA PAGE of this Agreement.

31c Adding New Tenants to Existing Lease, Step-in Provision - Fee A new or additional tenant may be added to this Lease Agreement **ONLY AFTER BEING APPROVED BY THE LANDLORD.** New, Additional or replacement tenants must file an application and be approved by the Landlord before moving into the rental unit. In no instance is the Landlord required to add a new or additional tenant to the lease agreement and will do so only with the approval of **ALL EXISTING TENANTS, CO-SIGNERS, AND GUARANTORS.** Tenants who receive approval and wishing to be added to an existing lease will only be added after paying the **Tenant Add on Fee** as shown on the DATE PAGE of this Agreement.

New or additional tenants "step-into" the current lease agreement existing at the time they sign. This includes the lease termination dates.

32. REPRESENTATIONS - LEASE AGREEMENT

32a All Provisions Must be Included in Agreement The parties acknowledge that Landlord and/or Landlord's Agents cannot make any binding provisions or representations other than those contained in this Lease Agreement. The tenant understands that if a promise or representation is made by Landlord or Landlord's Agents before the signing of this Lease Agreement which is not set forth in this Lease Agreement, that such promise or representation is not binding upon the Landlord.

32b Tenant Has Read and Understands Agreement All tenants, co-signers, and guarantors agree that they have fully read this Lease Agreement, agree to be bound by all provisions

contained herein, and understand that the Agreement is a Legally Binding Contract obligating all signatories hereto.

32c Agents Cannot Modify, Forgive Lease Provisions or Charges Landlord's agents and/or employees DO NOT HAVE AUTHORIZATION to modify any provision of this Lease Agreement including modification or forgiving any rents, late fees or any other provisions. Tenants may not rely on any verbal modifications as ALL MODIFICATIONS MADE TO THIS AGREEMENT MUST BE IN WRITING.

Tenants specifically agree that in any legal proceeding that any Judge or other trier of facts will not rely on any alleged verbal modifications or promises that were alleged to be made to any responsible party as a defense of any violation of written lease provisions of this Agreement.

33. REPRESENTATION - RENTAL APPLICATION

This lease agreement was entered into based upon the representations of tenant(s), co-signers, and/or Guarantors contained in a Rental Application or based on representations made to Landlord by such parties. If any of those representations are found to be misleading, incorrect, or untrue, Landlord may immediately terminate this Lease Agreement and notify Tenant(s) to vacate the premises. Tenant agrees that as a bargained for provision of this Agreement that such violations are non-remedial.

34. SEXUAL OFFENDERS, NEIGHBORHOOD SAFETY, REPUTATION.

Tenants should exercise whatever due diligence tenant(s) deem necessary with respect to information on any sexual offenders registered under Virginia Code Section 19.2-387 et seq. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange at (804) 674-2000 or www.state.va.us/vsp/vsp.html. Landlords makes no representations as to any such matters.

Tenants should also investigate and perform all due diligence in regards to any issues of neighborhood safety, security, reputation and all other issues regarding the location of the premises. Landlord makes no representations as to any such matters.

35. HUD AND OTHER CONFLICT PROVISIONS

In the event that this property is subject to a Section 8 Rental Assistance Lease otherwise known as a HUD lease or other Agency-Assisted Lease (the other lease) then the following provisions shall apply:

35a All Leases Read In Harmony. All parts of this lease agreement shall be read together "in harmony" with the provisions of the other lease if possible, giving full force and effect to all provisions of both leases.

35b Actual Conflicts In the event that there is an actual conflict with any provisions of this lease and the other lease then in all events the provisions of the HUD lease will control. All other provisions not in actual conflict shall be in full force and effect.

35c Severability Clause Any provisions of this Lease Agreement found to be invalid by a court of law for any reason shall not affect the remaining provisions of the Agreement not in conflict and all other remaining provisions of this Agreement shall remain in full force and affect.

35d Agents Cannot Modify, Forgive Lease Provisions Landlord's agents and/or employees DO NOT HAVE AUTHORIZATION to modify any provision of this Lease Agreement including modification or forgiving any rents, late fees or any other provisions.

35e Handwritten Provisions Control Written additions or modifications of this Agreement are controlling and if in actual conflict with any printed or typed provision of this Agreement then the hand-written provisions shall control.

36 BARRING OF PERSONS FROM PROPERTY

36a Landlord May Bar Persons. Tenants and Landlord agree that the Landlord and/or Landlord's agents may bar any persons, not a party to this Agreement from the common area of the property as well as any and all property associated with this Lease Agreement at the discretion of the Landlord.

Persons, including any guests of the tenant who cause problems on the property or problems with tenants of this property or any other company-managed property will be barred by trespass by the Landlord or Landlord's agents.

The condition of "causing problems" will be determined in the sole discretion of the Landlord and will include any instances in which any person is arrested by law enforcement officers from the property or common areas and/or any person subject to any "police action" on the premises or common areas.

Example

Henry and his girlfriend are visiting a tenant. While there they get in an argument in the yard and the police came to investigate the disturbance. The Police questions both Henry and his girlfriend, warn them not to cause disturbances and leave. Both Henry and his girlfriend have been subject to a "police action" and may, at the discretion of the Landlord, be barred from the property.

36b Tenants Giving Up Right to Associate Tenants agree this right to bar persons and/or provisions of this lease agreement authorizing Landlord to bar vehicles, is a specific, bargained-for provisions of this Lease and that the tenants are giving up rights that the tenant may otherwise have to associate with persons who are barred from trespassing on the premises.

36c Trespass - Criminal Prosecution Persons who trespass upon the property of the Landlord after being barred from said property may be criminally prosecuted for trespassing under Virginia Law.

36d Tenants Participating in Trespass Tenants who invite, participate or allow by acquisition or otherwise the trespass of any persons barred by the Landlord or Landlord's agents will be in violation of this Lease and subject to eviction.

Additionally such person who aids and abets such barred persons in trespassing may be criminally prosecuted under Virginia Law.

37 SERVICE OF PROCESS ADDRESS

37a Official Address Tenants, all guarantors, co-tenants, and all others having any legal obligation under this Agreement agree that they will collectively provide to the Landlord a SINGLE OFFICIAL ADDRESS where they can be served with process. Tenants, all guarantors, co-tenants, and all others having any legal obligation under this Agreement agree that they will and have been properly served by the Landlord with any communication, notices, and service of any Unlawful Detainer process, warrant in debt process or any other legal process without limitation required under this Agreement or under law at the address(s) listed below. (Either by mailing first class mail or by Posting to any door of the rental unit.)

_____.

_____.

_____.

_____.

37b Change of Address In the event that the official service address changes that it is the RESPONSIBILITY OF THE TENANT OR OTHER RESPONSIBLE PARTIES to properly notify the Landlord in writing of the new service address. Should the tenant fail to notify the landlord in writing of the change of the Official Service address then the tenant agrees that the tenant will be properly notified and legally served with when any such communication is mailed by the Landlord to this last known address on file at **37a** for the Tenants/responsible parties.

37c Posting at Premises is Good Service Tenant, Guarantors, and any other responsible parties agree that they have been properly notified of any communications or legal process and legal communications when such communication/process is POSTED TO ANY DOOR OF THE RENTAL UNIT and/or emailed to an email address of file.

37d Emailing and/or Texting is Good Service Tenants and all others obligated under this Agreement understand and agree that all Notices, Warnings, Pleadings, and any other forms or Notices shall be properly delivered when emailed to any email addresses furnished, and/or copied and texted to any cell phone numbers associated with any person(s).

37e Other Process Rights/Locations Given Up By Agreement. Emailing and Texting.
Tenants and all others obligated under this Agreement understand and Agree that AS A BARGAINED FOR PROVISION OF THIS AGREEMENT that they are agreeing to be lawfully served with legal process under the terms of this section and in so so agreeing are giving up any and all requirements for service of legal process that may otherwise be available to them by law in the Commonwealth of Virginia. ie Service by Sheriff or Legal Process Server upon them as defendants or upon their registered agent or other designated agent or person.

Example:

Virginia Law requires service of process by Sheriff or Legal Process Server, Service of Process on the Secretary of the Commonwealth or Commissioner of the DMV or other legally proscribed means for the person served to be properly before the Court for litigation purposes.

The tenants and others obligated by the terms of this Agreement have "given up" these service requirements and specifically agreed that they will have been properly served upon mailing of process to the address listed in paragraph **37a -37e** herein and will be properly "before the court" once this has been done.

38 ADDITIONAL SPECIAL CONDITIONS

Any additional and/or special conditions or provisions made in writing, signed by all affected parties may be attached to this Agreement and are made a part of this Agreement by reference. Handwritten provisions control over typed or pre-printed provisions. .

_____. This lease contains an additional provision page(s) which is/are part of this Lease Agreement. Additional Page(s) is/are attached.

39 ADDITIONAL HANDWRITTEN PROVISIONS:

_____.

_____.

_____.

_____.

_____.

40. CO-SIGNERS AND GUARANTORS

40a Obligations Joint and Severable All obligations under this Lease Agreement both financial and otherwise are the joint and severable responsibilities of each and every tenant, co-signer, and/or guarantor.

40b Co-Signing Big Obligation A decision to co-sign or act as guarantor for someone is a big responsibility and should not be undertaken without careful and informed thought. A guarantor is responsible to see that each and every tenant obligation under this Agreement is fully complied with.

40c Election of Defendants Landlord may elect to proceed against any and/or all of the tenants and/or guarantors in the event of a breach of the covenants of this Agreement. Landlord is under no obligation to join all of the tenants and/or guarantors in any particular enforcement action of litigation. Thus a guarantor to the Lease Agreement is responsible for the actions of ALL THE TENANTS not just the tenant related to the Guarantor.

Example:

Huey, Dewey and Lewey are co-tenants. Each of their parents have signed as guarantors to the Lease. Huey and Dewey pay what they consider their part of the monthly rent. Lewey does not pay, becomes angry when confronted and drives his fist through the wall of his rental unit bedroom. He then packs up and leaves. All the co-tenants and guarantors are responsible for both Lewey's rent and the damage.

41. GUARANTOR OBLIGATIONS CONTINUE THROUGH EXTENSIONS OF THE LEASE AGREEMENT.

Each Guarantor agrees to remain liable to the Land during any extension, hold-over period, renewals, and/or additional Leases for the same property under the following conditions:

41a The Guarantor will only be responsible for up to a total of three (3) such periods of time without actually signing the new lease document, in multiple month leases.

41b The Guarantor will only be responsible for the obligations of the tenants on whose behalf they have signed during the renewal periods in which the Guarantor has not signed the renewal agreement.

41c The Guarantor will only be responsible for the Lease Provisions on the Lease Agreement that the Guarantor actually signed. ie New lease provisions not on the original Lease will not be binding on the Guarantor.

41d A Guarantor may "opt-out" of being a Guarantor at the end of any particular rental period by giving WRITTEN NOTICE to the Landlord at the expiration of the current rental period and BEFORE the beginning of the renewal term.

Example:

Guarantor signs original lease for Huey and his two roommates, Dewey and Lewey. At the end of the first year of the lease Huey and Dewey renew but Lewey does not. A new roommate is chosen. The Guarantor does not sign the new renewal lease agreement. The guarantor will continue to be responsible for Huey and Dewey's obligations but not those of the new roommate (if the obligations are particular to the new roommate). This is because the new roommate was not on the original lease and the guarantor had made no written promises to guarantee the new roommate's obligations.

42 COPY OF LEASE AGREEMENT

42a. Lease Copy Available All parties signatory hereto shall be entitled to a copy (which may be delivered electronically at the option of the Landlord) of this Lease Agreement upon request.

42b No Copy No Defense In any proceeding for the enforcement of any of the terms and conditions of this Agreement it shall not be a defense that the tenant, guarantor, co-signers, or others has/have not been provided a copy of the Lease Agreement.

43 MANAGED PROPERTY

Landlord is in the "Property Management Business" and all properties managed by Landlord are either owned, wholly or in part by the Landlord or are Managed by the Landlord for Investment or other owners.

43a Landlord is Agent The "landlord" in all such arrangements is the property management company and acts as Agent for the Owner. There is an Owner of the property who IS NOT THE LANDLORD under any of the provisions of this Agreement.

43b Landlord Exclusive Contact - Penalty for Violation Tenants agree to deal exclusively with the Landlord as defined by this Agreement and this particular provision of this Agreement. Owners of the premises have contracted with the Landlord with the objective that the Owners will not be responsible for the day to day management of the property. THIS INCLUDES ALL CONTACT WITH TENANTS. Tenant may not contact the Owner of the premises for any property related matter. Failure to abide by this provision shall be a violation of this Lease Agreement and can lead to termination of the Lease and eviction of the tenant.

43c Owner Has No Authority Tenants understand and agree that an Owner of the property under Management Contract with the Management Company has no authority to change or modify any of the terms and/or conditions of this Agreement.

43d Rent Payable to Landlord Only Tenant under NO CIRCUMSTANCES MAY PAY ANY PORTION OF ANY MONIES OWED UNDER THIS AGREEMENT TO ANYONE OTHER THAN THE LANDLORD unless directed by Court Order to do so. Tenants will not be given credit for any monies paid to the Owner or any other person not designated in this Agreement unless payment is pursuant to a lawful court order.

44. FINAL AGREEMENT

44a Full Agreement. This written Lease Agreement including any listing of special conditions attached hereto and made a part hereon by reference or attachment represents the parties' full and complete agreement/understanding; there are no other agreements, either written or oral. This Agreement may be modified or altered only by a writing signed by all parties of the lease or by other method covered in this Lease Agreement.

44b Binding Successors in Interest This Lease Agreement together with any special conditions attached or noted shall be binding upon and shall inure to the benefit of the Landlord, landlord's successors, assigns, heirs, executors and/or administrators and where permitted, the assigns of the tenant.

44c Late Signers Relate Back Persons who sign this Agreement at a date later than the inception of the Lease Agreement agree to be bound by all provisions found herein from the date of their signatures until the expiration of the original Agreement and any extensions as outlined herein.

45. DAMAGE CAUSED BY TENANT INSTALLED ITEMS

45a Tenant Responsible For All Damages. Tenants agree to be responsible for all damages caused by any item not installed or maintained by Landlord.

45b Water Leaks - Washers and Other Items In the event that the tenant installs or causes to be installed a washing machine including any washing machine hoses, the tenant will be responsible for all such connection equipment and any leaks and/or damage caused by or from any such equipment and/or connections.

Example Tenant acquires a washing machine and hooks or has the machine hooked up. The hoses connecting the machine leak causing flooding and resulting damage to the floors. The tenant will be responsible for the entire cost of the repair.

45c Fish Tanks and Related Items In the event the tenant installs or has in the rental unit a fish tank the tenant will be responsible for any damage caused by the fish tank from leaking water, mold or any other condition or damage which must be repaired or remedied.

45d Electrical Equipment, Dryers and the Like. In the event the tenant installs or has in the rental unit a dryer or any other electrical equipment without limitation, the tenant agrees to be responsible for any and all damaged and resultant collateral damage caused by the equipment.

Example Tenant installs or has installed a dryer and the electrical connection causes a fire. Tenant shall be responsible for all damage caused by the item and resultant collateral damage.

45e Overloading of Circuit Breakers Tenants agree not to overload the circuit breakers or allotted amount of electrical amperage available to the rental unit. All electrical circuits have limits and all rental properties have limitations on the size of the electrical services provided. Tenants agree not to utilize more electrical items than allowable by the provided electrical service to the rental unit.

It shall be the tenant's responsibility to inquire and learn the amount of electrical service available to any particular rental unit and to not overload any of the circuits.

Tenants shall be responsible for any/ all damage caused by the overloading or any circuit breaker including all fire damage caused by any such overuse or misuse.

46. LIST OF DAMAGES UPON MOVE -IN. TENANT TO FILE IF ANY.

46a. Presumption That No Damages Are Present. Tenants and Landlord agree that unless a List of Damages is submitted to the Landlord by the Tenant within 5 days of the beginning date of this Lease Agreement that all parties agree that there are no damages upon tenant move-in.

46b. Tenants May Submit List of Damages on Company Form Tenants who observe any items of Damages to the rental unit upon move-in shall submit a list of such damages to the Landlord within 5 days of the Beginning date of this Agreement to rebut the presumption listed in **46a** above.

46c Tenants Acknowledgement of Damages Form: Tenants acknowledge by their initials at the bottom of this page that Tenant has received the form required to submit a list of damages.

47. ACCESS ROADS, DRIVE-WAYS, WALKWAYS, STAIRWAYS, STEPS

47a. Tenants to Observe Access Conditions . Tenants acknowledge that they have observed and carefully considered the manner of all access-ways leading to the rental unit and have rented the unit fully aware of any limitations or issues that may be present.

47b Stairways and Steps. Tenants have observed the manner, number, and locations of all stairways and steps leading to the rental unit. Tenants acknowledge that they are capable of using the stairways and steps and that, other than meeting HUD Inspection Standards, the Landlord will not modify the stairways or steps.

47c Access Roads, Driveways, Walkways. Tenants have observed the manner, grades, makeup and locations of all Access Roads, Driveways, and Walkways leading to the rental unit/location. Tenants acknowledge that some access roads are steep in nature and may present challenges. Tenants agree to lease this particular rental unit after carefully considering the methods of access.

47d Snow Removal Tenants acknowledge and agree that the Landlord will not provide for snow removal to access roads, driveways and/or walks. Tenants fully understand that if the tenant leases a property that has a steep access way that during heavy snow falls that the tenant may not be able to access the rental parking area with a vehicle.

Example:

Some mobile home parks and other individual rental units have steep drive ways. The tenant may have to park at the bottom of the drive and walk to the rental unit during periods of heavy snow fall when the access-way is covered with snow.

48. POOLS , TRAMPOLINES, FENCES, PLANTS, ETC

48a Pools Pools with sides no higher than 14 inches may be installed or utilized on the premises as long as no damage to the property occurs in their installation and/or use. Pools with sides higher than 14 inches may only be installed with prior written permission of the Landlord.

Any such permitted Pool shall be properly maintained so as to present a neat appearance and will not be allowed to fall into disrepair or dis-use. Any pool not in compliance will be removed by the Landlord as "trash" at the expense of the tenant.

Any such permitted Pools shall be removed by the Tenants at the end of the Lease period and Tenants shall be responsible to ensure that the ground is returned to its original or acceptable condition.

48b Trampolines Trampolines may not be installed or used on the property without written permission of the Landlord.

48C Fences Fences, dog lots, or other such enclosures may not be erected anywhere on the premises without the permission of the Landlord.

48d Other Other decorative and seasonal items temporarily installed on the premises must be maintained so as to present a neat appearance and be removed after use. This includes bales of hay, Halloween and other seasonal decorations, and the like. Seasonal decorations may only be displayed for not more than a 30 day period of time.

Example: Tenants may not install bales of hay and other Fall season activities and leave them on display for more than 30 days.

Example: Tenants may display outside Christmas lights and decorations for not more than 30 days. Christmas or decorative lights may not be left on a dwelling or property for longer than 30 days.

48e Plantings and Plants: Plants, once planted into the ground, become part of the "realty or land" under Virginia Law. Tenants may not thereafter dig up and remove living plants that were planted during the tenancy.

49 FURNITURE INSTALLATION BY TENANTS, SATELLITE DISHES. ANTENNA

49a Furniture Locations Tenants must not situate or install any items of furniture so that they are in close proximity to heating sources or so as to block heating and/or cooling vents.

49b Furniture Installing and Move In All items of furniture and/or appliances must be installed or moved in so as not to cause any damage to the doorways or walls of the rental unit. Tenants will phone Landlord and get assistance with the installation of over-sized items. Any damage caused by the installation of any furniture, appliances, or equipment including Satellite TV dishes and the like will be the responsibility of the tenants.

49c Satellite Dishes Satellite Dishes may only be installed on the premises at locations and in such a manner as pre-approved by the Landlord. Tenant grants to the Landlord the right of immediate removal of any such equipment installed on the property without permission. Tenants shall be responsible for the removal of all such equipment from the premises at the end of the lease or at any time that the equipment ceases to be currently in use. Should equipment be left on the premises at the end of the lease, tenants agree, that Landlord will remove and the labor costs incurred will be the responsibility of the departing tenants.

49d Outside Antenna No outside Antenna of any type or kind may be installed on the premises without the permission of the Landlord. All such permitted antenna must be removed from the premises at the end of the lease period or at any time the equipment ceases to be currently in use.

SIGNATURE AREAS FOLLOW:

_____. Printed Name: _____.

Signature of Landlord, Landlord's Agent

Date: _____.

STATE OF _____.

COUNTY OF _____ TO-WIT:

This _____ day of _____, 20____ appeared before me _____, a person known to me to be the Landlord or Landlord's Agent as described in this Agreement and signed the foregoing document in my presence.

NOTARY PUBLIC

Commission Expires

Commission Number

_____. Printed Name: _____.

Signature of Tenant, Co-Signer or Guarantor

Date: _____.

STATE OF _____.

COUNTY OF _____ TO-WIT:

This _____ day of _____, 20____ appeared before me _____, a person known to me to be the tenant, co-signer, or guarantor as described in this Agreement and signed the foregoing document in my presence.

NOTARY PUBLIC

Commission Expires

Commission Number

_____. Printed Name: _____.
Signature of Tenant, Co-Signer or Guarantor
Date: _____.

STATE OF _____.
COUNTY OF _____ TO-WIT:

This _____ day of _____, 20____ appeared before me
_____, a person known to me to be the tenant,
co-signer, or guarantor as described in this Agreement and signed the foregoing document in my
presence.

NOTARY PUBLIC

Commission Expires _____ Commission Number _____

_____. Printed Name: _____.
Signature of Tenant, Co-Signer or Guarantor
Date: _____.

STATE OF _____.
COUNTY OF _____ TO-WIT:

This _____ day of _____, 20____ appeared before me
_____, a person known to me to be the tenant,
co-signer, or guarantor as described in this Agreement and signed the foregoing document in my
presence.

NOTARY PUBLIC

Commission Expires _____ Commission Number _____

_____. Printed Name: _____.

Signature of Tenant, Co-Signer or Guarantor

Date: _____.

STATE OF _____.

COUNTY OF _____, TO-WIT:

This _____. day of _____, 20____. appeared before me _____, a person known to me to be the tenant, co-signer, or guarantor as described in this Agreement and signed the foregoing document in my presence.

NOTARY PUBLIC

Commission Expires

Commission Number

_____. Printed Name: _____.
Signature of Tenant, Co-Signer or Guarantor

Date: _____.

STATE OF _____.

COUNTY OF _____, TO-WIT:

This _____. day of _____, 20____. appeared before me _____, a person known to me to be the tenant, co-signer, or guarantor as described in this Agreement and signed the foregoing document in my presence.

NOTARY PUBLIC

Commission Expires

Commission Number

DATA PAGE

LEASE OF REAL PROPERTY

D1 Late Fees:

d1a \$25.00 due at 12:01 AM on the 6th of any month in which the total amount due for rent and any other charges not paid in full.

d1b \$3.00 per day due at 12:01 AM on the 7th of any month and continuing each day thereafter until the total amount due for rent and/or other charges is paid in full.

D2 Returned Check Fee:

\$50.00 each time a check is returned or not honored for any reason by issuer's Financial Institution.

D3 Month to Month Hold-Over Rent Increase Amount:

\$50.00 per month automatic rent increase on all "hold-over" month to month leases or other amount approved by the Landlord.

D4 Security Deposit:

d4a \$ _____ . Required subject to return per the terms of the Lease Agreement less a \$ _____ non-refundable minimum cleaning fee which shall be deducted from the deposit prior to return. [If actual cleaning costs exceed this amount then actual costs apply] The landlord will not "account for" this fee.

d4b If an Animal Lease then a \$125 Extermination Fee will be deducted from the Deposit. The landlord will not "account for" this fee.

d4c Tenant will pay the amount of \$ _____ at the Lease Signing and/or make successive and consecutive monthly payments under the following schedule:

\$ _____ .	due with the rent for the month of _____ .
\$ _____ .	due with the rent for the month of _____ .
\$ _____ .	due with the rent for the month of _____ .
\$ _____ .	due with the rent for the month of _____ .
\$ _____ .	due with the rent for the month of _____ .
\$ _____ .	due with the rent for the month of _____ .
\$ _____ .	due with the rent for the month of _____ .
\$ _____ .	due with the rent for the month of _____ .
\$ _____ .	due with the rent for the month of _____ .
\$ _____ .	due with the rent for the month of _____ .
\$ _____ .	due with the rent for the month of _____ .

D5 Trash Removal Fee: \$25.00 for the first hour of trash labor and then \$20.00 per man-hour until the trash is collected, removed from the premises, and deposited at a trash collection center.

D6 Labor Rates: \$20.00 per man hour

D7 Animal Fees: All animal fees are non-refundable

d7a \$ _____ for the listed type and number of animals:
_____.

d7b If an Animal-Approved lease or an unauthorized animal is located on the premises then a \$125 Extermination Fee will be deducted from Deposit.

D8 Attorney Fee Rate: \$125 per hour for time expended billing in 15 minute increments or in the option of the Landlord a flat fee of \$500 for an Unlawful Detainer proceeding in each Court hearing the case.

D9 Mowing Fee: \$ _____ per weekly mowing for this rental unit should tenant elect to contract with Landlord for mowing. Mowing rates for mowing when tenant simply does not mow will be billed at \$20 per man hour.

D10 Early Release Fee: shall be \$ 50.00 . per tenant if released from the Lease.
Note: Landlord is under no obligation to grant any early release from this Agreement.

D11 Tenant Add-On Fee: shall be \$100.00 per tenant if added to an existing Lease.

D12 Person Authorized to take possession of Property and/or Emergency Contact Person

Name: _____.

Relationship with Tenant(s): _____.

Address of Emergency Contact : _____.

Phone of Emergency Contact: _____.

Email of Emergency Contact: _____.

TENANT and CO-SIGNER CONTACT INFORMATION

Must be filled out for all tenants and any/all co-signers

Name: _____ Soc: _____.

Phone(s): _____ Date Birth: _____.

Mailing Address: _____.

Email: _____.

Employer/Source of Income: _____.

Name: _____ Soc: _____.

Phone(s): _____ Date Birth: _____.

Mailing Address: _____.

Email: _____.

Employer/Source of Income: _____.

Name: _____ Soc: _____
Phone(s): _____ Date Birth: _____
Mailing Address: _____
Email: _____
Employer/Source of Income: _____

Name: _____ Soc: _____
Phone(s): _____ Date Birth: _____
Mailing Address: _____
Email: _____
Employer/Source of Income: _____

D13 Minor Persons Authorized to Dwell, Live, or Occupy Premises

Name: _____
Relationship with Tenant(s): _____ Date of Birth: _____

Name: _____
Relationship with Tenant(s): _____ Date of Birth: _____

Name: _____
Relationship with Tenant(s): _____ Date of Birth: _____

Name: _____
Relationship with Tenant(s): _____ Date of Birth: _____

Name: _____
Relationship with Tenant(s): _____ Date of Birth: _____

Name: _____
Relationship with Tenant(s): _____ Date of Birth: _____

Name: _____
Relationship with Tenant(s): _____ Date of Birth: _____

Last Modification Date: June 23, 2018

This document may be modified and/or used by the public.