

# 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1a. Premises Defined.** For the purposes of this Lease Agreement the "premises", "Leased Property", "rental unit", or like-phrase shall include, in addition to the actual dwelling, all common areas used by the tenant(s) in the enjoyment of the property.

Examples: Common Hallways, Parking Areas, Access Roads, Recreational Area, Playgrounds, etc.

#### **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 end. Both Landlord and Tenant agree that this lease agreement ends on the specific date above-written unless the 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**]

\_\_\_\_\_. Month-to-Month lease.

\_\_\_\_\_. \_\_\_\_\_. Month Lease then continuing as a 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 filed a company application, been approved, and 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 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 can lead to eviction from the Rental Property.

**2f** Unfinished Basements Not Part of Lease: Unfinished or partially finished basements located in rental units are NOT covered and are NOT a part of this Lease Agreement. Tenants may use such spaces for storage as desired, but the Landlord will not endeavor to keep the basements dry. It is the understanding of all parties to this Lease Agreement that unfinished basements may be wet, have water that comes in or stands, and may develop mold. At landlord's option for such spaces may be declared off-limits for use by anyone and such spaces may be locked with no access by tenants. Landlord is not responsible in any way for the damage to any property stored on the property in any location including any "basement" areas.

**2g** Finished Basements May Be Exempt from Lease: Finished basement areas are generally covered by the Lease Agreement but may be exempt by the Landlord with the acknowledgement of the Tenant(s). Any such exemption will be either written in in section **39** of this Lease Agreement or subject of an additional written Notice signed by all parties.

**2h** No Early Termination Leases for specific periods of time, i.e. 12 months, 6 months, etc. shall remain in full force and effect for the duration of the time contacted for. There is no “early-out” of specific term leases. Tenants who leave a lease/property before the scheduled termination/expiration date will remain obligated for ALL lease provisions including Rent, Electrical and Water Services, mowing duties etc. until the Lease Termination Date or until the Landlord re-rents the property, whichever comes first.

**2i** “Transfers” Not Permitted Parties agree the provisions of this Lease Agreement pertain to the particular property leased by the tenants. Moving or Transferring to another property during any active lease term is seldom permitted. The Landlord is under absolutely no obligation to permit a “move” or “transfer” to another property during any active lease term. The Landlord has a “transfer policy” which may be furnished to any interested parties upon request.

**2j** Early Termination – Natural Disasters- Acts of God Natural Disasters such as snow storms, wind storms, hurricanes, tornadoes, trees falling during a storm or for any other reason not caused by the Landlord, floods, flooding, and other such events beyond the control of the Landlord may occur. In the event a property is deemed unlivable due to a natural disaster, act of God, or other reason not caused by the landlord the parties agree that the sole remedy to the tenant is for an early termination of the lease agreement on the affected property. In the event the Landlord and the Tenant cannot agree on whether an affected property is "unlivable" the issue will be decided by a Court of law in any action arising from the event.

### **3.** RENTAL

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

**3a.** \$\_\_\_\_\_. For any month-to-month lease period, leases for a specific number of months followed by a Month-to-Month term, or beginning on the first day of the 13<sup>th</sup> month of all lease agreements regardless of the initial term.

**3b.** \$\_\_\_\_\_. For any 12-month lease period or other multiple month lease period as indicted in Section **2a**. This provision notwithstanding, if tenants remain on the property at the end of this 12-month period of time, the rent shall without additional notice, on the first day of the 13<sup>th</sup> month, convert to the amount listed in **3a**.

**3c.** This rental amount shall be paid monthly (on the first of each month 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 or specific months, and 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, i.e., 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.

3g Number and Identity of Tenants. The rental amounts listed in this Agreement are for the specifically identified and number of tenants listed on the date(s) of execution.

3g1 Increasing the number of tenants during the lease term may cause an increase in the monthly rental amount in addition to any "tenant add-on fees" listed elsewhere in this Contract.

3g2 Once a tenant is listed or added to this Agreement the rental amounts set will remain unchanged until the Lease Agreement terminates. The occurrence of any tenant(s) leaving the contract will NOT decrease the adjusted rental amount.

#### 4. LATE CHARGES, BAD CHECK CHARGES, NOTICE SERVICE CHARGE.

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 or specific months, 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 amount 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.

4d. Tenants agree to pay a \$25 Process Service Fee to the Landlord in each instance in which the Landlord prepares any LATE OR NON-PAYMENT NOTICE, a 21-30 NOTICE, or any other NOTICE required by law and has the Notice physically posted, emailed, otherwise delivered to the tenant. Parties agree that this fee is to cover the cost of preparing the Notices as required by the provisions of this Lease Agreement and/or Virginia Law as well as the cost incurred by the Landlord to have the Notice(s) "served" to the tenant including Posting to a location on the actual premises. This Process Service Fee is not to be considered a Late Charge as described in Section 4a.

4e Payment Plans Landlord may offer to tenants a Payment Plan for delinquent rental amounts if such a plan is required under Virginia Law. Such payment plans will conform to State Law. This provision notwithstanding, the landlord is not required to offer any payment plan unless required by law.

4f. Tenants Required to Cooperate Tenants who owe delinquent rental amounts will fully cooperate with the Landlord in applying for any State or Local Rental Assistance that may be available. This includes duties to go to the appropriate Rental Aid Office, provide all needed information and sign all required forms. Failure to follow up on or apply for any rental assistance available will be seen as a Refusal to Cooperate under Virginia Law.

4g REFUSAL defined. Tenants agree as a bargained for provision of this lease agreement, that once the Landlord has served any Non-Payment Notice and/or notified Tenant of the availability of a Landlord-Offered Payment Plan and/or a State or Local Rental Assistance Aid Program, that failure of the tenant to fully cooperate in applying for any/all rental aid, will constitute a REFUSAL to cooperate.

4h. One Notice The landlord is required to notify the tenant only once and provide instructions as to how to apply for aid under and any such program(s). This notification may be by mail, email, text or in person.

4i Late Payment of Rents or Deposit– Conduct Violation Other provisions of this Lease Agreement notwithstanding, it shall be a Lease Violation for any tenant to pay rent and/or other amounts due late more than 3 times in any 12-month period of time regardless of the lease term or whether the parties are operating under an initial lease or any renewal lease.

4j Repeated Late Payment of Rent or Deposit – Notice Tenants may be given a 21-30 Remedial Lease Violation Notice upon the 3<sup>rd</sup> instance of the late payment of scheduled rental amount. Failure to pay, in full, any rental amount due subsequently, may result in the tenant's lease being terminated.

Example: Tenant pays due rent late. Upon the 3<sup>rd</sup> such instance, the Landlord may serve a 21-30 Remedial Lease Violation on the tenant. The tenant subsequently again pays her rent late. The Landlord may terminate the tenant's lease for the conduct violation (failure to pay amounts, in full, when due) as outlined in this section.

**4k** Subsequent Payment Not a Defense The subsequent payment of all amounts of rent or deposit amounts is not a defense to this conduct violation for failure to make timely rental and deposit payments when due.

Note What is prohibited by paragraphs **4i**, **4j**, and **4k** is the repeated payment of rental and deposit amounts by tenants. Failure to pay rent and deposit payments, in full, when due is a conduct violation and will be dealt with independently of violations of this Lease Agreement for the failure to pay rental amounts.

## **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. i.e., any "arrear-agreement" or "payment plan."

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 or other time period as provided by law.

All "animal on the premises" 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, and any cleaning costs that exceed the agreed upon amount listed as the "**Cleaning Fee**" The 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/her 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, or email 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 unless it has been re-certified as the "forwarding address" for deposit-return purposes.

7c. Deposit cannot be used to pay rent: 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 late fees, collection, and court action fees/costs.

**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 any 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 \$900.00. Each pays \$450 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, Dewy, and Lewy all rent as cotenants. At the end of the first year Huey leaves and Dewy and Lewy renew the lease. The Deposit carried forward with no refund or accounting.

At the end of the next year Dewy leaves and Lewy renews alone. The deposit carried forward with no refund or accounting. At the end of that last year the deposit refund would go to Lewy 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, the landlord 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 releases the Landlord and/or Agent from all obligations and liability relating thereto.

**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. The landlord seldom allows and is under NO OBLIGATION to allow any "installment" payments on a deposit.

7i.

\_\_\_\_. No Performance Deposit shall be required under this lease.

## **8. TRASH REMOVAL**

### **8a**

Trash, whether household garbage or any other, must 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 when specified in 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 Year. Tenants will be entitled to only one warning for trash during any 12-month period of time regardless of the lease term. Thereafter Landlord will pick up any trash on the premises and notify the tenant by posting 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. Any trash not picked up or scattered by the municipal service employees is the responsibility of the tenant.

**8d.** Scattering By Animals. Tenants are responsible for all trash scattered by animals. We have dogs, raccoons, bears, opossums, bears 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 always clean; 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 includes the yard and any deck or porch and 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.

**8f** 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.

**8g** Outside storage of plastic trash bags prohibited. The storage outside of trash in plastic trash bags is strictly prohibited as animals may tear into these bags easily. Tenants must store outside trash in proper trash cans mentioned in section **8f** above. i.e., Trash awaiting pick up may not be kept anywhere outside the residence and particularly not on porches or decks except in secure trash containers (not plastic trash bags). Trash may not be stored in any automobile parked on the premises.

**8h** 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 appear as 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. Tires may not be stored anywhere they are in view.

## **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 fireplace, fire pit, or any other open flame event or device be 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 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, i.e., 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 reasons 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, under Virginia Law, 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, as well as the yard, and other outside areas 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 moping 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: As a bargained-for provision of this Lease Agreement, in the event items are missing or damaged to the point that they are no longer serviceable, and must be replaced when the tenant moves out, the tenant shall be responsible for replacement costs including all labor and service charges. Tenants hereby waive depreciation on items that must be replaced due to tenant damage.

Example: Tenants leave food in a refrigerator and the food spoils. After cleaning the smell cannot be remedied by clean up. Tenants will be responsible for a comparable new replacement refrigerator.

**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 a company employee at the Landlord's Office at 201 Main Street Wise, Virginia. Tenants agree the keys will not be left in the payment drop box.

**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 legal possession of the property 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 receives actual legal possession of the premises by some other means.

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.

**11f** Change of Locks Tenant(s) agree that if the keys are not turned in at the time the Landlord retakes possession of the premises, that the tenant(s), co-signers and/or guarantors shall be responsible for all costs associated with changing all the locks on the premises.

## **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 at Landlord's option.

Water: \_\_\_\_\_. Sewer: \_\_\_\_\_. Electric \_\_\_\_\_. Cable/TV \_\_\_\_\_. Outside Storage Building \_\_\_\_\_.  
Yard and Outside Area \_\_\_\_\_. Stove/Range Oven \_\_\_\_\_. Refrigerator \_\_\_\_\_. Heat Pump or  
Outside AC \_\_\_\_\_. Electric Furnace. \_\_\_\_\_ Window AC \_\_\_\_\_. Washer \_\_\_\_\_. Dryer \_\_\_\_\_.  
Dish Washer \_\_\_\_\_. Baseboard Heat \_\_\_\_\_ Other \_\_\_\_\_

The company policy is to Not Furnish or Maintain Dishwashers. If installed they are "use only."

Example:

There may be 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 when 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 always provide sufficient heat to the premises to prevent water lines from freezing during frigid weather. Should sufficient heat not be provided and as a result damage 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 or at lease termination, the replaced stove and/or refrigerator must be returned to the landlord in CLEAN CONDITION. In the event the appliance is not returned or is left in the premises upon move out in CLEAN CONDITION tenant(s) agree to pay a minimum \$75 per unit cleaning fee for each appliance that is returned dirty or other amount if the cleaning costs exceed \$75. These amounts are in addition to cleaning charges listed on the **date pages** of this agreement.

12i. 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.

12j. Refrigerators - Replaced at Tenant Expense - Insect Infestations It shall be a violation of this Agreement for refrigerators to be found to contain rotten food OR found to contain infestations of maggots, flies, gnats, roaches, and/or other insects due to the electrical service to the rental unit being turned off by the Electrical Company due to some action or inaction by the tenant(s). Tenant agrees that in such instances that the refrigerator shall be deemed a "total loss" and that the Tenant shall be responsible for the replacement cost of a comparable refrigerator as well as for the cost of hauling off the damaged refrigerator and installation of the replacement. Tenant(s) agree that if a comparable used refrigerator is not readily available that tenant will be responsible for a new replacement unit.

### 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 any 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. 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. Authorized "service animals" do not have such fees

**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 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 is permitted to 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, 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/or approved by the landlord or clean the unit as otherwise instructed by the landlord.
- 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, and
- 13g5 Tenant may 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 **only if** authorized by the landlord. In such instance the rental until must be re-inspected by the landlord, 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 elsewhere in the lease, 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. In all such events the unit will be exterminated at the end of the lease period at tenant's expense which may be by Deposit Reduction.
- 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. The landlord is under no obligation to allow the lease to convert.
- 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 treated the same as having an unauthorized animal on the property.

**13j** Outside Animals Prohibited in Mobile Home Parks. Approved animals may not be kept or housed outside the rented dwelling in any mobile home park unless they are on a leash and accompanied by their owner/custodian.

**13k** Animals to be on a Leash. Approved animals when being exercised or walked must be on a leash and always accompanied by the animal's owner or custodian when outside and on Landlord's property.

**13l** Animals to be Located only on Tenant's Leased Premises Approved animals must be confined to the rental space covered in a Tenant's lease unless being exercised in other approved places/spaces. Animals may not "roam" attended or unattended on any other person's property or lease-hold premises. Animals may not be left unattended outside of dwelling.

**13m** Animals not to cause Damage No animal shall cause any damage to any part of the property being rented by a tenant or the property of another. This includes digging in the ground, wearing grass out, chewing on anything which results in damage, etc. Animal droppings and feces shall be picked up by the animal's owner or custodian and disposed of in a proper trash or other container. Failure to collect and properly dispose of animal feces shall be "Damage" as defined in this agreement.

**13n** Animal Damage Responsibility of Tenant The repair of all damage including damage caused by animals shall be the responsibility of the Tenant. The Tenant has the duty to promptly notify the Landlord of any such damage. The cost of all such repairs shall be the responsibility of the tenant.

**13o** Animals – No Noise or Disturbance Approved animals may not make any noise (barking, whining, etc.) that disturbs neighbors and results in a complaint by said neighbors. Animal noise shall be limited as outlined in Paragraph **22d** of this lease agreement.

**13p** Costs for Picking Up Animal Feces In the event that animal feces are observed on the property by any company employee, said employee may collect and dispose of the animal feces. For each such collection the tenant agrees to pay a minimum labor charge of \$35.00. Tenants agree, as a bargained for provision of this lease agreement that there will be no additional warning given to the tenant before feces are collected at the expense of the tenant.

**13q** Presumption of Ownership – Uncollected Feces There shall a rebuttable presumption that if feces are located anywhere on the leased premises and the tenant has an animal-approved lease or if an unauthorized animal is observed on the leased premises, that the feces were left by the tenant's animals and that the tenant is responsible for the cost of any such collection/removal.

**13r** Rent to Not Decrease if Animals Leave or Status Changes The rent set during the term of this agreement shall continue until the Lease Agreement terminates. The rent will not under any circumstances decrease because an animal(s) dies, leaves, or is no longer on the premises. The rent will not under any circumstances decrease or be adjusted if the legal status of an animal changes from a "pet" to an "authorized service animal" during the lease term.

## **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 and the situation cannot be easily remedied by the application of commercially available traps, insecticides, poisons, etc. Thereafter, the removal, extermination, and/or treatment costs 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.

The provisions of this paragraph notwithstanding, the Landlord shall have no responsibility for Bedbugs brought onto the premises in Tenant's furniture. See paragraph 14d.

**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.

**14d** Bed Bugs. Bed Bugs are almost always brought onto a property in furniture belonging to and installed by the tenants. As such Bed Bugs are the responsibility of the tenants regardless of when they are discovered. If any items of furniture are in the premises and the tenant elects to retain the furniture, the tenant is responsible for any Bugs that may be in such furniture. The Landlord seldom allows furniture items to be left in premises by departing tenants.

**14d1** Lease Termination Upon Discovery of Bed Bugs. There may be instances in which the Extermination Company reports that to treat a Bed Bug infestation that the property must be vacated. In such an event the tenants will be required to vacate the premises and relocate. Such relocation will be at the sole expense of the tenants. Landlord reserves the right to have any furniture brought back onto the premises after Bed Bug extermination examined to determine if it contains any Bed Bugs prior to it being installed in the rental unit.

**14d2** Treatment at Tenant's Expense. Should the Landlord need to have a Bed Bug problem treated by an Exterminator, then such treatment expense shall be at the sole expense of the Tenants.

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

**15a** Landlord Duty of Repair. The tenants 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, windowpanes, or 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 DRAINPIPES, 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 within 5 days of move-in. 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.

**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 may 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 replace the filters, which shall be monthly or as otherwise directed by the Landlord, as well as the costs for replacement and/or repair.

The Landlord will make the decision as to when a filter need be replaced which may be more frequent than monthly depending on the circumstances.

**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 on a scheduled date 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** Filters. Ownership Once Installed. Filters, once installed, become fixtures as defined by law and once installed become the sole property of the Landlord. Except to replace with a replacement filter, tenants may not remove a filter once it has been installed.

**16d** Filters. Approved Type. Landlord reserves the right to specify the type and/or brand of filters to be used in any particular property. Tenants understand and agree that this is solely a landlord decision.

**16e** 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 always provide desired temperatures 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 is practicable. The landlord must sometimes 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 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. Tenants may not paint any portion of the rental unit without written permission of the Landlord.

**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 except as provided by law. 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 decide as to the standard of repair if necessary.

**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 contracts with adult tenants who are responsible for their own conduct.

**17f** Condition at Move-In All parties understand and agree that the condition of the rental unit will be the same as the condition when the property is viewed by the applicant/tenant. Landlord will not clean or make other changes or repairs except as those listed in **17d** herein or as agreed in writing by the company.

## **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 a 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) agrees 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. This includes valid license plates displayed on the vehicle and current inspection stickers if required. No vehicle incapable of being driven or moved under its own power at any point shall be parked or stored anywhere on the premises. i.e., 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. Tenants and/or guests may not park in the grass or yard or any other location other than a designated parking area.

**18d** Guest Vehicles. Guest vehicles may be parked on the premises only for such periods of time as guests 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.

**18f** Operation of Vehicles. Vehicles must be operated safely and at speeds that do not generate complaints from neighbors and others. Complaints can come from driving vehicles in a reckless manner or in a manner that causes noise and/or dust.

**18g** Towing of Vehicles. Tenants agree that only vehicles licensed to be operated and capable of being immediately operated may be parked or located anywhere on the premises. Tenants direct the Landlord to cause any vehicles not capable of being immediately operated on the highways of Virginia both legally and operationally to be towed from the premises. Landlord may but shall not be required to Post a Notice to the rental dwelling/premises stating that any such vehicles will be towed after the posting of any such Notice.

**18g1** Towing Costs. Tenants understand and agree that all towing and/or storage costs associated with the towing of any vehicle shall be sole responsibility of the tenant or owner of the vehicle. Tenant agrees to hold the Landlord harmless for any harm to any

personal property including the vehicle itself that occurs during the removal of any such vehicles.

## **19. SMOKE DETECTOR BATTERIES**

Each tenant shall be responsible for installing and/or replacing any/all batteries required to keep any battery-operated smoke detectors and/or carbon monoxide detectors operational at the tenant's expense. Any smoke or other detection devices found to not contain batteries will be a violation of this lease agreement.

At move out, smoke detectors are to be left fully operational with batteries installed. Any replacement batteries that must be furnished by the landlord at move out will be charged to the tenant together with all labor charges for replacing any dead or missing batteries.

## **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 notice as required by law.

Notice shall be deemed sufficient if mailed to tenant at address on file with landlord, by Posting Notice to any door of the premises, or by email and/or text notification (if tenant has furnished a cell phone number for texting or an email to landlord) at least 72 hours prior to any routine 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 or water services are 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 constituting 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 or authorized occupant for any felony or violent crime as defined in the Code of Virginia.
- 21a11 Any Police-Action caused by the tenant or guest of tenant which results in neighbor complaints or reports to the Landlord by Police Agencies or others.

**21a11a** Police Action is any behavior or issue resulting in Police Officers being present on the Property to deal with some "complaint or report" which interrupts the "quiet enjoyment" of other tenants, neighbors, or others. Tenants who are "victims" of crime should call the Police.

**21a11b** Tenant to Report Police Actions to the landlord as soon as they occur.

**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 and any guarantors fully agree 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 Non-Payment of Rent 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 a "NON-PAYMENT NOTICE" letter/notice to the Tenant stating that the lease will terminate 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 or to sign up on a Landlord or State offered payment plan, (if available) 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 as provided by law, 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, including any Process Service Fee, to the Landlord before the tenant can "cure" any defect under this Lease Agreement and remain on the premises. To cure a "conduct" violation a tenant must fully complete all remedy-instructions enumerated in any violation notice.

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 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. 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 12-month period.

**22c** Noise. Tenants, authorized guests, and/or tenant's animals will not make any Noise that interferes with the Quiet Enjoyment of neighbors or others. Neighbor complaints that can be verified shall be prima facie evidence of a violation of this lease provision. Any Police Report documenting an investigation of a Noise-Complaint shall be prima facie evidence of a violation of this lease provision. No Sub-letting or Sub-Renting is allowed regardless of the term.

**22d** 10 PM - 8 AM Quiet Time. Tenants, authorized guests, and/or tenant's animals will not make any noise that can be heard outside the premises property lines after 10:00 PM. - 8:00 AM.

### **23.** TERMINATION

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

**23a** Multiple Month Term                      Housing Choice Voucher Lease?    Yes    No

\_\_\_\_\_. \_\_\_\_\_ 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.                      Housing Choice Voucher Lease?    Yes    No

Either party may terminate a month-to-month lease agreement by giving the other written notice of termination 30 days from the date rent is next due prior to the date the tenancy shall end. This 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, 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 notice to end their lease as provided in this section.

23c

\_\_\_\_\_. 6 Month converting to Month-to-Month

At the end of the 6-month period a tenant may terminate the lease or elect not to remain on the premises. Should the tenant remain on the premises for any part of the 7<sup>th</sup> month or subsequent months the tenancy shall be on a month-to-month basis. Rental amounts remain unchanged until the 13<sup>th</sup> month. (When a scheduled increase may begin)

23d . \_\_\_\_\_. 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 rent-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.

Note:

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 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 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. If tenant does not notify the Landlord of tenant's intent to renew, all parties agree, that the intention of the tenant is to either vacate the premises or convert the lease to a month to month hold over lease with an increase in rent. Tenants are seldom allowed to “hold-over” more than 1 month at “lease end” without renewing and signing a new lease.

**24d** Signing a New Lease upon Notification Tenant who are holding over on a Month-to-Month basis with permission of the landlord must make arrangements to meet all renewal conditions (in property inspections, etc.) and sign a renewal lease within 14 days of notification by the Landlord.

Example Suzy's 1 Year lease has expired and she has been holding over, paying the increased amount, for 3 months. Suzy must meet all renewal conditions and sign a new company lease within 14 days of receiving a notice to do so by the Landlord. Legal requirements for leases change and tenants must have a reasonably current active lease.

## **25. VACATING THE PREMISES.**

**25a** No Storage of Personal Property of Tenants or Others Upon the termination of the tenancy, the Tenant shall completely vacate the premises, including the removal of all of the tenant's or other's 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 use normal contact procedures to 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 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 or others. Any insurance policy of the Landlord will not cover any property 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 and 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). At all times the yard will be mowed to prevent a neat

appearance. Mowing duties specifically include weed-eating any areas that cannot be mowed with a mower. Tenant specifically agrees that the landlord shall be the sole determiner as to whether a yard presents a "neat appearance." Grass will be mowed at 3-4 inches height.

- 28a1** Yard Defined For the purposes of this agreement landlord and tenants agree that the "yard area" shall include all areas described by the landlord either in this lease, welcome letter, or other writing.
- 28a2** Yard includes Trees within reach of tenant's vehicles or other property Parties agree that the "yard area" shall extend to any areas located on other property owned/managed by the landlord where there is located trees with branches that have the possibility of falling and damaging either the tenant or tenant's property.
- 28a3** Tenant authorized/ responsible to cut/trim trees. Tenant agrees that it is the tenant's responsibility to cut or trim tree branches to prevent them from falling and injuring either the tenant, tenant's guests, or tenant's property. This duty extends to trees located on landlord's property which are not located on tenant's specific rental area.  
Example: There is located on landlord's property a tree with branches that extend over or near the area where the tenant operates or where the tenant parks his vehicle. The tenant has the responsibility to keep such branches trimmed/cut to eliminate the possibility of the limbs falling and doing damage.
- 28a4** Tenant to Notify Landlord Prior to cutting/trimming. Tenants agree to notify the Landlord prior to cutting or trimming any tree or parts of any tree. Landlord reserves the right to require that the work be performed by a licensed tree expert.
- 28a5** Landlord held harmless Tenants agree, as a bargained for provision of this lease agreement, to hold the Landlord harmless for any damage caused by such falling trees or limbs.
- 28a6** Tenants operate at Tenant's Risk Tenants who undertake to trim or cut trees as outlined in this paragraph (**28a**) do so at their own risk of harm or injury. Tenants who undertake such trimming duties are in no way considered employees of the landlord.
- 28a7** Tenants responsible for damages. Tenants who undertake any tree cutting or trimming activities described in this lease agreement agree to be responsible for any/all damages caused by their own activities.
- 28a8** Tenants duty to be cognizant of Trees Tenants understand and agree that it is their duty to observe surrounding conditions of any property being considered as a rental unit including the location of trees and limbs which may cause damage to the tenant, tenant's property, or others. Tenants agree to assume the risk of renting and occupying any such property and recognize any danger that may be possible from falling trees and/or limbs.

**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 or to file a lease violation for not mowing. Tenants will be charged the labor rate 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 mow and care for their yards. Any Warning or Mowing Notice or Notice of Charges shall be properly "served upon" the tenants and all other responsible parties, i.e., co-signers, guarantors, by Posting the Notice to any door of the rented premises, by emailing to the tenants at furnished address or email addresses, and/or sending a text to a furnished cell phone number provided to the landlord by the tenant.

**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, emailed or otherwise sent to Tenant's "Official Addresses and/or contacts." 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. This provision notwithstanding, the trimming of dangerous trees shall in all instances remain the responsibility of the tenants. (See Paragraph **28**) Landlord mowing under this provision have no responsibility to satisfy the tenant as to how or when a yard is mowed. This provision simply relieves the tenant of the responsibility to mow. It does not in any way guarantee any mowing.

**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 or has an unauthorized animal present. Should any property for which mowing services were originally provided by the company may, at the option of the Landlord, become an "Animal Approved" unit at any time. At that point the Lease may convert, and the Tenant shall be RESPONSIBLE for all yard mowing.

**28g** Yard Mowing Continues to End of Lease Term Yard mowing duties continue until the end of the lease period or mowing season, 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 television, 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 responsible 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 or have Repaired. 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 or as authorized by State Law. Tenants may not employ others do make any repairs without written permission of the Landlord or as otherwise permitted by law. Tenants who are not retained contractors and who are not licensed to do rental repairs shall not undertake such repairs. The definition for an "unauthorized 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.

**30c** 2nd Floor Apartments/Lofts - Damage. Tenants who live in 2nd or higher-level apartments or lofts must be mindful that there is property located below their rental unit that can easily be damaged by water. Tenants in 2nd floor or higher rental units must not spill or place water on the floors in such a way that the water will seep through, and damage property located under the tenant's floors. All damage caused by or attributed to the actions or inactions of the tenant shall be the responsibility of the tenant from which the water came if the damage is caused by the negligence of the tenant or any of the tenant's family or guests.

Tenants understand and agree that these provisions may mean that in mopping and cleaning floors that tenants may not be able to use the amount of water as would be permissible under more normal, single story rental unit circumstances.

### **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 and all other provisions of this lease agreement.

### **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 or other writing. The tenant understands that if a promise or representation is made by Landlord or Landlord's Agents before the signing of this Lease Agreement, or at any other time, which is not set forth in this Lease Agreement or other writing, 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](http://www.state.va.us/vsp/vsp.html) or such other on-line service set up to aid individuals in locating such persons living in Virginia communities. Landlords makes no representations as to any such matters. The tenant bears the sole responsibility for making such checks.

Tenants should also investigate and perform all due diligence in regard 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.

Landlord has in the past and may currently rent to tenants with criminal records including sex offenders in certain circumstances.

### **35. HUD AND OTHER CONFLICT PROVISIONS**

If this property is subject to a Section 8 Rental Assistance Lease, Housing Choice Voucher 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 and HUD 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 effect.

**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 as long as the hand-written provisions are written by an authorized company person.

## **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 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, any other company-managed property, or any neighboring property, may 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. **See Paragraph 21a11a Police Action - Defined**

### 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 question 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 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 MAILING 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.)

OFFICIAL ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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, the tenant agrees the tenant will be properly notified and legally served 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, emailed to an email address on file and/or texted to a cell phone number provided by the tenant.

**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).

It is the tenant's responsibility to update the Landlord with any changes in email addresses or phone numbers.

**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 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. i.e., 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.

**37f** Failure to furnish or maintain current/workable mailing address Tenants must furnish and maintain a US Postal Delivery address that is active during all periods of time covered by this Lease Agreement. State Law in Virginia requires Landlords to "physically mail" certain notices to Tenants. Failure to provide or maintain an active US Postal Mailing Address shall be a violation of this lease agreement and can lead to eviction.

This shall be prima facie evidence that a mailing address or email address is no longer valid if the US Postal Service returns any mailing to the Landlord and/or any email address communication is returned to the landlord as "undeliverable."

Failure to maintain a valid mailing address shall be a violation of this lease agreement.

**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. Properly authorized 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.

- \_\_\_\_\_ Drop Box Addendum
- \_\_\_\_\_ Payment Addendum
- \_\_\_\_\_ Filter Addendum
- \_\_\_\_\_ Frozen Water/Stopped Up Sewer Addendum
- \_\_\_\_\_ As-Is Addendum
- \_\_\_\_\_ Lease Term fixed and Transfer Addendum
- \_\_\_\_\_ Mobile Home Addendum. Other: \_\_\_\_\_

**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 Lewy 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. Lewy 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 Lewy's rent and the damage.

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

Each Guarantor agrees to remain liable to the Landlord 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 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 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 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 Lewy. At the end of the first year of the lease Huey and Dewey renew but Lewy 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 – LEGAL ADVICE

**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. Tenants acknowledge they have been provided a copy of this lease agreement.

**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.

**43c**     Legal Advice All parties fully understand this this Lease Agreement is a legally binding contract which specifies and describes legal obligations of all parties. Parties are encouraged to seek competent legal advice, before signing, if any provision(s) are not fully understood. All parties agree that the Landlord or Landlord's agents have not caused or given any Legal Advice to the parties to this agreement.

**34d**     Tenant's Understanding of Lease Provisions All tenants, co-tenants, co-signers and guarantors certify that they have had ample opportunity to read, and they understand each and every provision of this lease agreement. All such parties agree it will not, in any way, be a defense that such person does not understand fully each provision of this lease agreement.

## **43**     MANAGED PROPERTIES

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, or "rules" hereinafter added as authorized by law and made a part hereon by reference or attachment represents the parties' full and complete agreement and 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 or allowed by law.

**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 actions or inactions of any tenant and/or or any guest or 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, or other appliances or devices, 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. Landlord may prohibit fish tanks, especially on 2<sup>nd</sup> floor and higher units.

**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 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.

**45f** Damage to be reported Immediately All instances of damage to the premises or any personal property belonging to the landlord must be immediately reported by the tenant to the Landlord IN WRITING which may be by electronic means. Failure to immediately report any damage is a lease violation and may lead to eviction from the premises.

**45g** Payment for Damages Tenants are responsible for all costs of repairs caused by damages covered in this Section. Payment is due under the "Oldest Debt Paid First" provisions of this Lease Agreement. Payment is due in full when billed unless other payment arrangements are made with the Landlord. The Landlord is under no obligations to "finance" or set up any sort of payment plan in the payment of "damages."

#### **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. This provision shall apply regardless of the date the tenant actually "occupies" the rental unit.

**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 can use the stairways and steps and that, other than meeting HUD Inspection Standards, or other legal requirements, the Landlord will not modify the stairways or steps except as required by law.

**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 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 if the tenant leases a property that has a steep access way, during heavy snow falls 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 driveways. 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, GARDENS ETC**

**48a Pools** Pools with sides no higher than 12 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 12 inches may only be installed with prior written permission of the Landlord. Landlord's insurance carriers may prohibit some pools.

Any such "permission" given may be withdrawn by the Landlord at any time.

Any such permitted Pool shall be properly maintained 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. Landlord's insurance carriers often prohibit trampolines.

**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 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.

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.

**48f** Temporary Storage Buildings: Any installation of a temporary storage structure on the property must first be approved by the Landlord. The Landlord may designate the location on the property where any such building must be placed. The tenant shall be responsible for the removal of any such storage structure at the end of the lease which shall include re-seeding and/or repairing the area where the structure had been located. The Landlord is hereby granted permission by the tenant(s) to cause to be removed any such storage building located anywhere on the premises at tenant's expense for any violation of this provision. Tenants notified that such a storage building/structure is on the premises in violation of this provision shall have 5 days to remove or relocate such structure upon Notice by the landlord.

The Landlord is under no obligation to allow or continue to allow, any such storage building/structure to be installed or located on the premises.

Any permission granted by the Landlord for the installation of any storage building/structure may be withdrawn at any time by the Landlord with 30 days' Notice to the Tenant.

**48g** Garden Spots: Any digging up of the ground for the planting of garden plantings must be pre-approved by the Landlord. The Landlord is under no obligation to allow land to be plowed up for garden spaces.

**48g1** Garden Spots - Return to Original Contour. All permitted garden spots must be returned to its original flat contours at the end of the tenant's lease at tenant's expense.

Note: Expenses to return and restore land after having been altered for garden purposes has exceeded \$1000 before. Tenants should factor this in when deciding to dig up and plant vegetable or other gardens.

**48g2** Garden Spots - Plastic, Newspapers, Cardboard - Weed Control Tenants who put-down or install, newspapers, plastic, cardboard, or any other material whatsoever on the ground anywhere on the premises must remove all such material at lease end or pay all expenses necessary to pick up and remove all such material.

48g3 Agricultural or “Farm” Animals. Tenants may not keep, maintain, or allow to occupy any part of the premises without the express written permission of the landlord. Animals under this subsection include, cows, horses, goats, sheep, chickens, rabbits, and other animals not considered “pets.”

## 49 FURNITURE; SATELLITE DISHES, ANTENNA, GRILLS

49a Furniture Locations Tenants must not situate or install any items of furniture so that they are near heating sources or to block heating and/or cooling vents, or emergency exits from the building.

49b Furniture Installing and Move in All items of furniture and/or appliances must be installed 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 in both the removal and repair of the grounds 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.

49e Grills Any outside cooking grill must be utilized, used, and/or stored no closer than 10 feet from the edge of any dwelling unit or porch. This is a provision of the State Fire Code in Virginia. When not in use grills should be covered and properly stored.

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

\*\*\*\*\*

# DATA PAGE

# LEASE OF REAL PROPERTY

## **D1 Late Charges:**

**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.

**d1c** other provisions of this Lease notwithstanding, Late Charges shall not exceed the lesser of 10 percent of the periodic rent or 10 percent of the remaining balance due and owed by the tenant whichever is less. See Virginia Code Section 55.1-1204 E.

"Periodic Rent means the rent for any "period of time that rent is due." This is almost always Monthly.

Example: Should a tenant have a scheduled rental payment of \$500 per month. The tenant could be charged a maximum of \$50 late fees for each month that the rent remains unpaid.

## **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:**

\$100.00 per month or other amount listed on a Lease Expiration or other notice, automatic rent increase on all "hold-over" month-to-month leases or another 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 except in Court required filings.

**d4b** In all Animal Leases or if an unauthorized animal is found on the premises, a minimum \$125 Extermination Fee will be charged to the Tenant and/or deducted from the Deposit. The landlord shall not be required to "account for" this fee. Should more than one treatment for pests be required, the tenant shall be responsible for the additional costs to rid the property of the pests.

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

If renewal. Has the deposit been previously paid and held in escrow? Yes No

\$ \_\_\_\_\_ 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 \_\_\_\_\_  
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\$ \_\_\_\_\_ 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 \_\_\_\_\_

Attach Additional Sheet if needed.

**D5 Trash Removal Fee:** \$25.00 per man-hour until the trash is collected, removed from the premises, and deposited at a trash collection center. (There is a 1-hour minimum charge for ANY trash pickup)

**D6 Labor Rates:** \$25.00 per man hour. (There is a 1-hour minimum charge for any work undertaken)

**D7 Animal Fees: All animal fees are non-refundable** Renewal - Previously paid? Yes No

**d7a** \$ \_\_\_\_\_ for the listed type and number of animals:

\_\_\_\_\_

**D8 Attorney Fee Rate:** \$125 per hour for time expended billing in 15-minute increments or at the option of the Landlord a flat fee of \$600 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 \$35 per man hour with a 1 hour minimum.

**D10 Early Release Fee:** shall be \$ 100.00 per tenant if released from the Lease.

Note: Landlord is under no obligation to grant any early release from this Agreement.

The set rental amount is never decreased if a tenant leaves early or is "early released" from the Lease Agreement. Landlord is under no obligation to allow any Early Release to anyone.

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

Landlord is under no obligation to add anyone to this Lease Agreement. Adding an additional tenant may cause the rental amount to increase. Landlord is under no obligation to Add anyone.

**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: \_\_\_\_\_.

**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: \_\_\_\_\_.

**Last Modification Date: April 25, 2026**

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