

LEASE – COMMON LAW

THIS LEASE IS NOT GOVERNED BY THE VIRGINIA RESIDENTIAL LANDLORD AND TENANT ACT

This RESIDENTIAL LEASE ("Lease") is made on _____ ("Effective Date") by and between _____ ("Landlord") and _____ ("Tenant") who acknowledge by their signatures below that in this real estate leasing transaction, _____ ("Listing Company") represents Landlord, and _____ ("Leasing Company") represents Landlord OR Tenant. (If the brokerage firm is acting as a dual representative for both Landlord and Tenant, with or without designated representatives, then the appropriate disclosure form is attached and made a part of Lease.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord, the dwelling unit and all improvements, to include all fixtures, appliances, equipment and systems (the "Premises") described as follows:

Street Address: _____
Subdivision _____, County/City _____
Parking Space # _____, and if applicable, Mailbox # _____
If a Condominium: Unit # _____ Condominium: _____ Storage Bin # _____

2. LEASE TERM. The term ("Lease Term") will begin at noon on _____ ("Commencement Date") and end at 5 p.m. on _____.

Tenant shall vacate at the end of Lease Term unless Tenant and Landlord have agreed in writing to extend or renew Lease. Parties shall notify each other not less than 60 days prior to the end of the initial Lease Term if they wish to negotiate extending or renewing Lease. Any such lease negotiation shall be completed not less than 30 days prior to the end of the initial Lease Term or Tenant shall be required to vacate at the end of the Lease Term.

Should Tenant fail to vacate at the end of the Lease Term, Tenant agrees that the per diem rate will double.

3. EARLY TERMINATION OF OCCUPANCY. Tenant shall not be released from liability for Rent and other charges due under Lease for the full Lease Term unless Landlord agrees in writing to release Tenant from such liability. If Tenant vacates the Premises prior to the end of Lease Term, Tenant shall still be responsible for what would have been the Rent for the balance of the Lease Term, including any physical damages to the Premises and such other remedies as may be appropriate under Lease and Virginia Law.

4. RENT. The total rent for the initial Lease Term shall be \$ _____ payable in monthly installments. The first full month's rent for _____ (month) in the amount of \$ _____ shall be paid prior to occupancy and is payable in certified funds, cashier's check or money order. Monthly installments of \$ _____ are due in advance on the first day of each month beginning on _____, without notification, demand or deductions. If Lease begins on a day other than the first day of the month, the rent shall be prorated with \$ _____ due on _____ (date) for the period of _____ through _____. Only one rent check or electronic payment will be accepted per property each month. "Rent" shall include all sums due and payable to Landlord other than security deposits. Rent includes but is not limited to rent, late charges, administrative fees,

non-refundable pet fees, utilities, condominium or homeowner's association fees or assessments, or other charges as may be specified in writing by Landlord (collectively, "Rent").

- 5. LATE PAYMENT, RETURNED CHECKS, FAILED ELECTRONIC FUNDS TRANSFER.** Installments of Rent not received by Landlord on or before the due date are late and constitute a default under Lease. Tenant agrees to pay a Late Fee of ten percent (10%) of the total monthly rent for any Rent payment received by the Landlord after the fifth day of the month. For any check returned for insufficient funds or otherwise, or failed electronic funds transfer, Tenant also agrees to pay Landlord in addition to the Late Fee: (a) the face amount of the dishonored payment; (b) the amount charged by the bank for such dishonored payment; (c) an administrative fee of \$50; (d) interest from the date of the check or transfer; (e) a civil recovery not to exceed \$250; **AND** (f) all other amounts recoverable by the Landlord pursuant to this Lease or by law.

Late payments of Rent and dishonored payments constitute a default under this Lease and can be cause to recover Rent and possession of the Premises. Landlord has the right to require that all payments be made by money order, cashier's check, certified check or electronic funds. All such payments shall be payable to Landlord **OR** Managing Agent.

- 6. FAILURE TO PAY RENT.** Tenant's failure to pay any installment of Rent when due constitutes a default under Lease. If Tenant does not pay the Rent within five (5) days after the Landlord has given a default Notice to Tenant, Landlord may terminate Lease and proceed to obtain possession of the Premises in accordance with the law and seek such damages and other remedies as may be appropriate under Lease and Virginia Law.

- 7. MANAGEMENT.** _____ ("Managing Agent"),
Office Address: _____
Phone Number: _____ Email: _____, is
authorized to manage the Premises and collect Rent on behalf of Landlord and shall exercise all rights of Landlord under Lease.

If the Premises are not professionally managed, all references to Managing Agent are hereby deleted in their entirety and Rent is payable to Landlord at the following designated address:

Phone Number: _____ Email: _____.

Listing Company is acting only as rental agent and has no liability or responsibility for property management, for the escrow funds deposited under Lease after such funds are transferred to Landlord, or for the obligations and agreements to be performed by Landlord or Tenant under Lease.

- 8. TRUTHFULNESS OF REPRESENTATIONS IN THE RENTAL APPLICATION.** Tenant warrants that the statements made on the Rental Application ("Application"), which are made a part of Lease, are true and accurate representations and acknowledges that such representations have been relied upon by Landlord. If any material facts in Application are untrue or inaccurate or incomplete, Landlord shall have the right to: (a) immediately terminate Lease; (b) hold Tenant liable for any and all damages to persons, property or the Premises; (c) exercise all legal and equitable rights and remedies; and (d) recover reasonable attorneys' fees, court costs, and all costs incurred to reclaim the Premises and to rent the Premises to another tenant.

- 9. USES.** Tenant will use the Premises solely as a **single-family residence** for only those persons listed on Application and those children born, adopted, or placed under the legal care of Tenant hereafter. No portion of the Premises shall be sublet or assigned without the prior written consent of Landlord. Occasional visits by guests, not to exceed two (2) weeks during

any consecutive 12-month period, are permitted without the prior written consent of Landlord. Tenant shall not use nor allow the Premises to be used for any disorderly or unlawful purposes and shall comply with all applicable laws, ordinances and rules and regulations of Landlord and the Association (as hereinafter defined). Lease may be terminated at the option of Landlord in case of any nuisance, excessive noise, disturbance or conduct that, in the opinion of Landlord, is offensive to any other tenant or occupant of the building or neighborhood. Tenant expressly agrees not to allow controlled substances or illegal drugs of any type or paraphernalia used in connection with such substances on the Premises, whether known by Tenant or not. Landlord has the right to terminate the Lease where an immediate threat exists that materially affects the health or safety of either Landlord or other tenants. The sale or disposition of dangerous drugs or drug paraphernalia on the Premises shall be considered such an immediate threat, whether or not there has been a criminal conviction for such conduct. Landlord may give Tenant Notice of termination requiring Tenant to vacate the Premises within 72 hours of the date of such Notice. Tenant shall vacate and surrender possession of the Premises to Landlord within such 72-hour period.

10. PETS. Tenant and/or Tenant's guests shall not keep pets on the Premises without the prior written consent of Landlord. Consent may be revoked if Tenant does not obey all Association requirements, Landlord's rules and regulations, and local laws. Tenant assumes all liability and responsibility for any and all damages caused by pet(s) and shall restrain or secure pets when access is needed. Written consent is hereby granted only for the pet(s) listed on Application.

11. HOMEOWNERS', CONDOMINIUM ASSOCIATION OR CO-OP. This property is **subject to a** Homeowners' Association Condominium Association Cooperative. Tenant must obey the rules and regulations of the _____ Association ("Association") which have been **OR** will be provided to Tenant. Tenant's failure to comply with the requirements and/or rules and regulations of Association shall constitute a breach of Lease. Tenant shall pay all costs incurred to cure such a breach. Lease grants Tenant the right to use the allowable common areas and facilities of Association for Lease Term, provided that Tenant pays any additional user fees. Landlord agrees to complete the necessary forms for Tenant to obtain or use Association recreation facilities and services. Tenant likewise agrees to complete and sign any forms required by Association. Tenant agrees to pay all applicable move-in and move-out fees and elevator fees. Tenant acknowledges that an elevator may require to be reserved during Tenant's move-in and move-out. Tenant will call Association at phone number _____ to schedule the move. Moving days and hours may be restricted. Tenant will comply with all maintenance requirements of Association and provide access for contractor inspections. Tenant agrees to register cars, bicycles and pets with Association, as required.

12. VEHICLE PARKING. No motor vehicle, trailer or motorcycle shall be parked on the property without current license plates and jurisdictional stickers. All such vehicles must be in operating condition. Vehicles may be parked only in garages, driveways, assigned spaces, along the street, or as required by the Association rules or by local law.

13. UTILITIES AND SERVICES. Tenant must make any required deposits and pay for the following utilities and services: water sewer gas electricity trash removal lawn service security system other _____ during Lease Term. Landlord certifies to Tenant that any fuel tank(s) are or will be full at the beginning of Lease Term. Tenant agrees to purchase utility service from _____, as selected by

Landlord. Prior to the release of the Security Deposit, Tenant shall provide to Landlord proof of payment of final utility bills for those services for which Tenant is responsible.

14. LANDLORD MAINTENANCE. Except as otherwise noted, Landlord shall maintain the Premises in compliance with the Uniform Statewide Building Code and shall be responsible for repairs not due to the fault or negligence of Tenant.

15. FIXTURES AND APPLIANCES. Landlord shall provide as part of the Premises any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, installed wall-to-wall carpeting, and smoke detectors, and such other items as are listed below.

Appliances: _____

Those items listed below in "as-is" condition are provided in as-is, where-is condition with any existing faults and need not be repaired, replaced or maintained by landlord.

"As-is" Appliances: _____

16. SMOKE AND CARBON MONOXIDE DETECTORS. Landlord certifies to Tenant that smoke detector(s) have been installed in accordance with the law. Tenant shall check smoke detector(s) periodically during the tenancy, replace batteries as needed and report any malfunctions in the smoke detector(s) to Landlord in writing. Within five (5) days of receipt of written Notice from Tenant that a smoke detector is defective or needs repair, Landlord, at Landlord's expense, shall provide for the service, repair or replacement of smoke detectors.

Tenant has the right to request Landlord to install carbon monoxide detector(s) at Tenant's sole cost and expense in accordance with the law. Tenant, however, shall not remove or tamper with a properly functioning carbon monoxide alarms or smoke detectors installed by Landlord, including removing any working batteries, so as to render the carbon monoxide detectors inoperative and shall maintain the carbon monoxide alarm in accordance with the Uniform Statewide Building Code. Landlord is not responsible in any way for the installation or use of a carbon monoxide detector installed by Tenant, and Tenant agrees to indemnify and hold Landlord harmless from any and all claims or losses arising from the installation or use of the carbon monoxide detector.

17. SECURITY DEPOSIT. Prior to the beginning of Lease Term, Tenant shall deposit the sum of \$ _____ ("Security Deposit") to be held by _____, who will place it in a federally insured depository and retain any accrued interest. Security Deposit is to ensure Tenant's full compliance with all provisions of Lease, including but not limited to, Tenant obligations with respect to property damage caused by Tenant, guests, and/or pets. Tenant shall pay the costs of repairs, replacements, or Landlord's other damages that exceed Security Deposit. **Tenant cannot use Security Deposit for any payment of Rent or other obligations.**

If Tenant fails to comply with any provisions of Lease, Landlord may use any part of or retain all of Security Deposit for the payment of Rent, any amounts Landlord may expend because of Tenant's noncompliance with Lease, and any damages. Damages shall include physical damages to the Premises and actual damages for what would have been the Rent for the balance of the Lease Term, subject to Landlord's duty to mitigate damages and re-rent the Premises, and such other remedies as may be appropriate under Lease and Virginia Law, whether accruing before or after re-entry by Landlord.

Within 45 days after the termination of the tenancy and Tenant's vacating the Premises, Landlord shall return Security Deposit to Tenant, less any deductions, provided Tenant has

performed all obligations under Lease, returned all keys, passes and documents, and surrendered the Premises in the same condition as at the beginning of Lease Term, except for reasonable wear and tear. Within 30 days after termination of the tenancy and Tenant's vacating the Premises, Landlord shall provide an itemized statement of estimated deductions to be charged against Security Deposit. Unless proof of payment of final utility bills has been provided to Landlord in writing, a minimum of \$100.00 may be withheld from Security Deposit to cover any outstanding utility bills.

If during Lease Term, including any extension or holdover, any part of Security Deposit is used by Landlord in accordance with the terms of Lease or applicable law, Landlord shall provide notification to Tenant of such use and shall provide an itemized list of charges within 30 days. Tenant shall immediately deposit with Landlord a sum equal to the amount used so that the full Security Deposit is on hand at all times during Lease Term.

Landlord shall provide notification to Tenant of the name, address, and telephone number of the new Managing Agent or new Landlord in the event of a change in rental management or the sale, transfer or assignment of Landlord's interest in the Premises or in Lease. In the event of a sale, transfer or assignment of Landlord's interest in the Premises or Lease, Landlord shall transfer Security Deposit and be released from all liability in connection with Lease. At the end of Lease Term, including any extension, Tenant shall request the return of Security Deposit from the new Landlord, or Managing Agent, if such Managing Agent is holding the Security Deposit.

18. MOVE-IN INSPECTION. Within five (5) days after the beginning of Lease Term, Landlord shall submit a written report to Tenant itemizing the condition of the Premises at occupancy including the identification of any visible evidence of mold. This report is for information only and does not constitute an agreement to decorate, alter, repair or improve the Premises. Any request for repairs must be submitted separately in writing to Landlord. This report shall be deemed correct unless Tenant submits additional items in writing to Landlord within five (5) days after receipt of the report. If Tenant does not object to any item on Landlord's move-in inspection report, then Tenant thereby agrees that the Landlord's move-in inspection report is deemed to be correct, including, but not limited to, that there is no visible evidence of mold in the Premises. If Landlord's move-in inspection report states that there is visible evidence of mold in the Premises, Tenant has the option to not take possession and terminate the tenancy or to remain in possession of the Premises. If Tenant requests to take possession, or elects to remain in possession of the Premises, notwithstanding the presence of visible evidence of mold, Landlord shall promptly remediate the mold condition no later than five (5) business days thereafter and re-inspect the Premises to confirm there is no visible evidence of mold in the Premises. A new move-in inspection report will reflect that there is no visible evidence of mold in the Premises.

19. TENANT OBLIGATIONS. Throughout Lease Term, Tenant must keep Landlord informed of Tenant's telephone number(s) and e-mail address(es). Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises, nor permit any person to do so. Tenant shall pay for any repairs or replacements made necessary due to deliberate, accidental or negligent acts or omissions of Tenant, Tenant's authorized occupants, guests or invitees, or pet(s). Tenant shall be responsible for:

- A. Maintaining the Premises in a clean and sanitary condition and disposing of all trash, garbage, and waste in sealed containers.
- B. Using and operating all appliances, equipment and systems in a safe and reasonable manner. Tenant shall not overload any system. Tenant must drain any outside water spigots each fall. In the event the Premises' plumbing is frozen or obstructed due to the

negligence of Tenant, Tenant's family or guests, Tenant shall pay immediately the cost of repairing frozen pipes or cleaning such obstruction and any additional costs associated with the repair (i.e. drywall, paint, carpets, etc.), which amounts shall constitute additional Rent due hereunder.

- C. Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters at least every two (2) months.
- D. Clearing of all drains and toilets and maintaining caulking around tubs and showers;; maintenance of all carpeting and flooring in a clean and good condition; replacement and payment for glass and screen breakage.
- E. Maintaining the Premises in such a manner as to prevent the accumulation of moisture and the growth of mold. Tenant shall promptly notify Landlord in writing of any moisture accumulation or visible evidence of mold. Tenant does hereby release Landlord and Managing Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or guests or invitees, and does hereby agree to indemnify and hold Landlord and Managing Agent harmless from and against any and all loss, damage, claim, suit, costs (including reasonable attorneys' fees and costs at all tribunal levels) or other liability whatsoever resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law.
- F. Cutting, watering and maintaining the lawn and pruning shrubbery; promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, drains and grounds free of leaves and other debris.
- G. Promptly reporting in writing to Landlord any defect, damage, or breakage. Failure to report shall make Tenant liable for the repair of any additional damage. This provision does not require Landlord to repair or correct such defects, breakage, malfunction, or damage.
- H. Paying the cost of any unnecessary service call and any costs incurred as a result of Tenant failing to keep appointments with service persons that require access in order to make scheduled repairs. Any request for repair is understood to mean that Tenant has given permission to enter the Premises to make the repair.
- I. Making any repairs, alterations, or additions required by any governmental authority, the Association, insurance company, or the Managing Agent due to Tenant's use.
- J. Controlling and eliminating household pests including but not limited to fleas, ticks, bed bugs, roaches, silverfish, ants, crickets, and rodents during occupancy. Tenant shall be responsible for the costs of the elimination of all such pests and vermin during occupancy and upon vacating the Premises.
- K. Providing notification to Landlord if Tenant intends to be absent from the Premises for more than 14 days. If Tenant fails to notify Landlord, Landlord may consider the Premises abandoned.
- L. Not placing or displaying any sign, advertisement, or notice on any part of the Premises.
- M. Not creating or permitting any lien upon the Premises or Tenant's interest in Lease. Lease shall not be recorded by Tenant.
- N. Providing a copy of the court order to Landlord if a Tenant is granted possession of the Premises by a court of competent jurisdiction to the exclusion of any other Tenant or occupant, or provide a key to any locks that are changed and/or security codes to any devices installed on the Premises.

20. LANDLORD CONSENT REQUIRED. Tenant is required to submit a written request for any alteration of the Premises. The request must include plans to restore Premises to the original condition prior to the Tenant's alterations. Tenant must obtain Landlord's written consent for any of the following:

- A. Remodeling, making any structural change, alteration, addition, or decoration, including without limitation, wallpapering and painting or otherwise disturbing any painted surfaces.
- B. Installing, attaching, removing, or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antenna or satellite dish, wood burning stoves, fireplace inserts or kerosene heaters.
- C. Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hanger nails, which are permitted).
- D. Affixing any object containing an adhesive backing to any surface or attaching plant hooks to the ceiling.
- E. Re-keying locks, installing additional locks or security systems. Tenant must provide Landlord, and Association where required, with a duplicate of all keys and instructions on how to operate all locks and/or systems.
- F. Installing iron safes, water beds, aquariums over 20 gallons, or any extra-heavy objects as reasonably determined by Landlord.

21. INSURANCE REQUIREMENTS. Throughout Lease Term, Tenant shall maintain an insurance policy which provides for liability coverage and protects Tenant's personal property, at Tenant's sole cost and expense. Tenant shall provide Landlord with a certificate of such insurance prior to occupying the Premises. Tenant shall not do anything nor permit anything to be done on or about the Premises that may increase the cost of or cause the cancellation of any fire or other insurance policy covering the Premises. All of Tenant's personal property located or stored at the Premises shall be at Tenant's sole risk. Tenant shall indemnify and hold harmless Landlord from any loss or damage to such personal property. Landlord and/or Association shall not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises.

If Tenant fails to provide a certificate of insurance, Landlord may obtain a policy covering Tenant's personal property and liability coverage. The cost shall be added either to the monthly Rent or paid by Tenant as invoiced by Landlord.

22. COSTS OF ENFORCEMENT, WAIVER OF EXEMPTIONS, SEVERABILITY, AND STATUTORY REQUIREMENTS.

- A. Tenant shall pay all costs, expenses, fees, and charges incurred by Landlord in enforcing, by legal action or otherwise, any of the provisions of Lease, including the payment of reasonable attorneys' fees, and Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of Lease.
- B. If Tenant fails to perform any of the provisions of Lease (other than failure to pay Rent when due), or upon abandonment of the Premises, Landlord shall give written Notice to Tenant specifying the particular non-compliance and Landlord may terminate Lease not less than 30 days after Tenant's receipt of such notice unless Tenant remedies the non-compliance within 21 days in a manner acceptable to Landlord. In addition to any costs of enforcement, Landlord shall be entitled to possession of the Premises, a money judgment for Rent, damages including physical damages to the Premises and actual damages for what would have been the Rent for the balance of the Lease Term, subject to Landlord's duty to mitigate damages and re-rent the Premises, and such other remedies as may be appropriate under Lease and Virginia Law. If Landlord does not pursue Lease termination when non-compliance is noted or accepts additional Rent payments, such actions do not constitute a waiver or acceptance of the non-compliance. Landlord reserves the right to take future action against non-compliance.
- C. Landlord may accept full or partial payment of all Rent and receive an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer action

filed under Section 8.01-374 *et seq.* of the Code of Virginia, and proceed with eviction. Such notice shall be included in a written termination notice given by Landlord to Tenant or in a separate written notice given by Landlord to Tenant within five (5) business days of receipt of Rent. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to eviction, provided that notice of acceptance was given by Landlord in accordance herewith, Landlord may accept all amounts owed to Landlord by Tenant, including full payment of any money judgment, award of attorney fees and court costs, and all subsequent Rents that may be paid prior to eviction, and proceed with eviction. Writs of possession in cases of unlawful entry and detainer are otherwise subject to Section 8.01-471 of the Code of Virginia.

- D. In cases of unlawful detainer, Tenant may pay Landlord or Landlord's attorney, or pay into court all: (i) Rent due and owing as of the court date as set forth in Lease, (ii) other charges and fees set forth in the Lease, (iii) late charges specified in Lease, (iv) reasonable attorneys' fees as set forth in the Lease or as provided by law, and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall be dismissed. Tenant may invoke the rights granted in this paragraph no more than one time during any 12-month period of continuous residency in the dwelling unit, regardless of the term of Lease or any renewal thereof.
- E. No waiver of any breach of any part of Lease, or compromise or settlement relating to such a breach shall operate as a waiver of the provision itself, or any later breach.
- F. Each provision in Lease shall be severable. If any one or more such provisions is determined by any court or administrative body to be unenforceable, or to be in conflict with any law of any applicable jurisdiction, such determination shall have no effect whatsoever on the remaining provisions of Lease.
- G. In the event that the provisions of any applicable statute apply to Lease and are inconsistent with the provisions of Lease, the provisions of the applicable statute shall control and Lease shall be deemed to be amended to comply with such provisions.

23. ACCESS TO PREMISES. Landlord or their designated representative(s), upon reasonable notification to Tenant and at reasonable times, may enter the Premises in order to do any of the following: (a) inspect the Premises; (b) make necessary or agreed upon repairs, decorations, alterations, or improvements; and (c) supply necessary or agreed services. Whenever possible Landlord shall arrange for contracted workers to coordinate with Tenant the time and date when workers may enter the Premises in order to accomplish repairs or services. It then shall be Tenant's responsibility to ensure that these workers have access to the Premises at a time and date convenient to both Tenant and workers during the regular business hours of the firm doing the work. If Tenant refuses to allow or prevents access, Tenant shall bear any additional expense, such as after-hours or overtime fees, incurred by Landlord. Refusal of Tenant to allow access is a breach of the Lease. Landlord may take legal action to compel access or may terminate Lease. In either case, Landlord may recover actual damages sustained and reasonable attorneys' fees. **In case of an emergency**, where it is impractical for Landlord to give reasonable notification to Tenant of Landlord's intent to enter the Premises, or in case the Premises have been vacated, abandoned, or surrendered by Tenant, the Premises may be entered by Landlord or a designated representative(s) without notification and without the consent of Tenant.

In addition, Landlord may place a "For Sale" or "For Rent" sign upon the Premises and an electronic lockbox. Upon reasonable notification to Tenant and at reasonable times, Landlord may show the Premises to prospective purchasers 90 days prior to the end of Lease Term or show the Premises to prospective tenants 60 days prior to the end of Lease Term. Landlord may show property to prospective purchasers at any time within Lease Term by appointment

only with Tenant's consent. Buyer agents and tenant agents are authorized to show the Premises under this section. Tenant shall remove or secure any animal(s) on the Premises when property is to be shown or when repairs are scheduled. If Tenant, without reasonable justification, refuses to permit Landlord or agents to show the Property for sale or lease, Landlord may recover damages, costs and reasonable attorneys' fees.

24. TRANSFER OF LANDLORD. (Check if applicable) Landlord resides outside of the Washington metropolitan area at the time that Lease is entered into. It is hereby agreed that if Landlord is transferred back to the Washington metropolitan area by Landlord's employer or is discharged from active duty with the Armed Forces of the United States or with the National Guard, and if Landlord desires to move back into the Premises, Landlord shall have the right to terminate Lease by giving Tenant at least two months' notice in writing. In such case, Tenant shall vacate the Premises to Landlord on or before the Lease termination date specified in Landlord's written notice.

25. TRANSFER OF TENANT.

A. Transfer pursuant to the Servicemembers Civil Relief Act ("SCRA"). Under the SCRA, as amended and under Virginia law, a tenant who is a member of the United States Armed Forces or of the National Guard serving full-time duty, or a Civil Service technician with a National Guard Unit ("Military Tenant") has the right to terminate Lease if such Military Tenant (a) receives orders to depart 35 miles or more (radius) from the Premises either for a permanent change of station or for temporary duty for more than 3 months, (b) is discharged or released from active duty or from full-time duty or technician status, (c) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters, or (d) after entry into military service.

A Military Tenant may terminate the Lease by serving Landlord with written Notice of termination stating the date when termination will be effective. The date of termination shall not be less than 30 days after the first date on which the next rental payment is due after the date on which the written Notice is delivered. In addition, the termination date shall not be more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Military Tenant shall attach to Notice of termination a copy of the orders, official notification of orders, or a signed letter from the commanding officer confirming the orders.

B. Transfer of all other Tenants. (Check if applicable) Tenants who are not military or subject to the SCRA have the right to terminate Lease if transferred 50 miles or more (radius) from the Premises by the employer stated on Application. The termination shall be effective on the last day of the second calendar month following the month in which Landlord receives the Notice of termination. Tenant shall provide a copy of Tenant's transfer letter and/or orders, the final month's rent and the following termination or cancellation fee: (a) 1 month's rent if Tenant has completed fewer than 6 months of the tenancy as of the effective date of termination, **OR** (b) One-half (1/2) of 1 month's rent if Tenant has completed 6 months or more of the tenancy as of the effective date of termination.

26. LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT. If Landlord is unable to deliver possession of the Premises to Tenant on the commencement date of Lease, Landlord shall not be liable to Tenant for any damages other than to rebate any Rent by Tenant for such portion of the Term during which the Premises are not delivered to Tenant.

If Landlord cannot deliver possession of the Premises or provide Tenant with an alternative residential dwelling unit acceptable to Tenant within 15 days after the commencement date of Lease, then Lease may be terminated by either Landlord or Tenant by giving Notice to the other as provided herein.

27. BANKRUPTCY. Subject to the requirements of the applicable federal bankruptcy law, in the event Tenant files bankruptcy, then Lease, at the option of Landlord, shall terminate upon one month's written notice.

28. CONDEMNATION. In the event that the Premises is taken in whole or in part by governmental condemnation, this Lease shall terminate as of the date possession shall be taken by the condemning authority. Tenant waives all claims against Landlord or any condemning authority due to the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award that Landlord may receive.

29. DEATH OF A TENANT OR LANDLORD.

- A. Sole (or all) Tenant's death: Lease is automatically terminated and Rent is due to Landlord through the end of the following month. Landlord, within 30 days after Tenant's death (or within 30 days of Landlord's actual knowledge of Tenant's death, if later) shall give Tenant's estate or personal representative written Notice terminating Lease and stating Tenant's death as the reason for termination.
- B. Death of one (but not all) Tenants: Lease may be terminated by any party (Landlord, remaining Tenant(s), or the deceased Tenant's estate), by giving 60 days written Notice (90 days written Notice if Lease Term is more than 1 year) and a copy of the death certificate to the other party. Notwithstanding the forgoing, a surviving Tenant or a deceased Tenant's estate may terminate Lease as soon as 30 days after giving written Notice and the required death certificate. This right to terminate Lease must be exercised by any party within 30 days after Tenant's death.
- C. Death of Landlord (whether one or more): Lease may be terminated by the remaining Landlord or Estate of the Landlord, by giving written notice at least two months in advance (written notice at least three months in advance if Lease Term is more than 1 year). Such written notice of termination shall include a copy of the death certificate to Tenant. This right to terminate Lease must be exercised within one month after Landlord's death.

30. FIRE OR CASUALTY DAMAGE. In the event the Premises are damaged by fire or casualty Tenant must promptly Notify Landlord. If Landlord determines that the damage does not render the Premises substantially impaired or in need of repairs requiring Tenant to vacate the Premises, Landlord shall repair the damage within a reasonable period of time after Notice from Tenant. Tenant must continue to pay Rent during the period of the repairs. If Landlord determines that the Premises are uninhabitable, Lease shall automatically terminate. If Landlord reasonably believes that the fire or casualty was caused by Tenant, or Tenant's authorized occupants, guests, or invitees, employees or pets, Tenant shall be liable for (a) Rent through Lease Term; (b) any damages to persons, property or the Premises sustained; (c) attorneys' fees and costs of any court action; and (d) such other and further remedies as are available to Landlord and Managing Agent under Virginia law.

31. SALE TO TENANT. Tenant is notified that there may be a commission due under a separate brokerage agreement if Tenant should purchase the Premises. This paragraph does not give Tenant an option or right to purchase the Premises.

- 32. MOVE-OUT INSPECTION.** Tenant has the right to be present at the inspection. Landlord, within five (5) days of receipt of Notice of the Tenant's intent to vacate the Premises, shall make a reasonable effort to advise Tenant in writing of the right to be present at Landlord's move-out inspection of the Premises, which will take place within 72 hours after Tenant's departure. Tenant shall advise Landlord in writing of the intent to be present at the inspection. If Tenant fails to make such a request Landlord will proceed to do the move-out inspection without Tenant being present. The move-out inspection is made to determine if the Security Deposit will be returned to Tenant, whether deductions will be made from the Security Deposit and whether Tenant may be liable for damages exceeding the amount of Security Deposit. Prior to the inspection, Tenant shall:
- A. Have carpets, gutters, and chimney(s) cleaned by a professional company acceptable to Landlord and provide copies of all paid receipts.
 - B. Have the Premises professionally treated for fleas and ticks if pets have been present and provide a paid receipt.
 - C. Eliminate all household pests and vermin from the interior of the Premises.
 - D. Install clean air filters on furnace and air conditioning units. Provide evidence from the company selected by Landlord that the fuel tank(s) are refilled.
 - E. Ensure that the Premises, including kitchen, baths, and all appliances, floors, walls and windows, are thoroughly cleaned, that grass is cut, and trash is removed.
 - F. Have all light bulbs and smoke detectors in working order.
 - G. Return all keys, garage door openers, passes, and documents provided.
- 33. SUBORDINATION.** Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting the Premises or the building in which the Premises are located and any modifications, renewals, extensions or replacements to such mortgages or deeds of trust. Although the subordination provision of this section shall be deemed automatic, Tenant shall, within 5 days after the request, execute any documents requested by Landlord to confirm such subordination. If Tenant fails to do so, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute the documents on behalf of Tenant.
- 34. NOTICE.** Any notice ("Notice") provided for or permitted in Lease to be given by one party to the other shall be in writing and shall be delivered by U.S. mail, **OR** by hand delivery, **OR** by electronic delivery, with the sender retaining sufficient proof that such notice was given. Any notice will be given to Tenant at the address of the Premises, or the e-mail address provided in the Rental Application. Tenant is required to give notice to Landlord of any change in Tenant's e-mail address.
- 35. LEAD-BASED PAINT.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not maintained properly. Lead exposure may be harmful to young children and pregnant women. The Premises were not **OR** were built before 1978. If built before 1978, Tenant hereby acknowledges the receipt of the **Lead-Based Paint Disclosure and EPA information book "Protect Your Family from Lead in Your Home"** which are attached.
- 36. MISCELLANEOUS.** The conditions contained in Lease are binding on, and may be legally enforced by the parties, their heirs, executors, administrators, successors, and permitted assigns, respectively. The captions and headings are for convenience of reference only. Lease contains the final and entire agreement of the parties and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained in Lease. Any provision of Lease may be modified, waived, or discharged only in writing signed by the party against which enforcement of such

modification, waiver, or discharge is sought. Wherever the context requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include the other gender. If as a result of Tenant's noncompliance with, or a breach of Lease or the law, Landlord employs an attorney at law, regardless of whether a lawsuit is filed, Tenant agrees to pay Landlord's reasonable attorneys' fees and costs in all courts of competent jurisdiction at all tribunal levels, as well as any and all costs recoverable under Virginia law.

37. COUNTERPARTS. Lease may be executed in any number of copies or by facsimile, or email, each of which shall be considered an original but all of which together shall be the same Lease.

38. ATTACHMENTS. The following are attached and made a part of Lease:

- Pet Addendum Lead-Based Paint Disclosure Other: _____
 EPA booklet "Protect Your Family from Lead in Your Home"

39. NOTICE REGARDING DIPLOMATS. In the event Tenant is the head of a diplomatic mission or a member of the diplomatic staff of a mission, or a family member of a diplomatic staff of a mission, or administrative and technical staff or their family, Tenant may be entitled to the diplomatic immunity accorded to such persons under the Vienna Convention on Diplomatic Relations **unless** the diplomatic immunity accorded by law has been waived in writing by an authorized representative of the sending government. If Tenant is entitled to diplomatic immunity, this Lease may be unenforceable. Tenant represents to Landlord that he/she is **OR** is not such a person entitled to diplomatic immunity.

40. WAIVER OF RIGHT TO TRIAL BY JURY. Landlord and Tenant hereby waive the right to trial by jury in any action, proceeding or counterclaim brought by either party against the other arising out of or in any way related to the Lease.

41. DISCRIMINATION. Landlord and Managing Agent shall not discriminate against Tenant in the provisions of services or in any other manner on the basis of race, color, creed, religion, sex, national origin, familial status, elderliness, handicap, or any other legally protected status. Landlord and Managing Agent shall abide by all applicable Fair Housing Laws and ADA Regulations.

42. STATUTORY NOTICE TO TENANT. Tenant shall exercise whatever due diligence Tenant deems necessary with respect to information concerning sex offenders registered under Chapter 9 of Title 9.1 of the Code of Virginia. Such information may be obtained by contacting the local police department or the Department of State Police, Central Records exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

43. ADDITIONAL TERMS.

TENANTS SIGNING LEASE SHALL BE JOINTLY AND SEVERALLY LIABLE.

LANDLORD:

TENANT:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

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Date Signature

_____/_____
Date Signature

_____/_____
Date Signature



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