

LEASE - VRLTA

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 Brokerage”) represents Landlord, and _____ (“Leasing Brokerage”) represents Tenant. Lease is subject to the Virginia Residential Landlord Tenant Act (“VRLTA”), which is incorporated by reference. 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. Landlord will deliver possession of Premises to Tenant at _____ a.m. / p.m. on _____ (“Lease Start Date”). Tenant will vacate Premises no later than _____ a.m. / p.m. on _____ (“Lease End Date”) unless Tenant and Landlord have agreed in writing to extend Lease End Date or have executed a new lease. “Lease Term” is defined as the period from Lease Start Date to Lease End Date. If Tenant does not vacate Premises by Lease End Date, Landlord may immediately seek eviction and/or recover damages against Tenant. Landlord and/or Tenant may deliver Notice to the other party that they wish to extend Lease End Date or execute a new lease not less than 60 days prior to Lease End Date.

3. NOTICE. All notices will be in accordance with VRLTA. Any Notice (“Notice” or “notice” or “notify”) provided for or permitted in Lease to be given by one party to the other will be in writing and will 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 Premises, or any e-mail address provided to Landlord/Managing Agent. **Tenant and/or Landlord will give notice of any change in their e-mail address(es) and/or telephone number(s) in accordance with the below.**

Contact Information for Landlord/Managing Agent

Mailing Address: _____
City, State, and ZIP Code: _____
Phone: (H) _____ (W) _____ (Cell) _____
Email: _____

Contact Information for Tenant

Phone: (H) _____ (W) _____ (Cell) _____
Email: _____

4. RENT.

	Amount:	Due Date:	Delivered & Payable to:
First Full Month Rent – (Payable in certified funds, cashier’s check, money order, or bank-wired funds)		<input type="checkbox"/> Has been received OR <input type="checkbox"/> is due on: _____	<input type="checkbox"/> Landlord <input type="checkbox"/> Listing Brokerage, OR <input type="checkbox"/> Managing Agent
Pro-Rated Rent (If Lease begins on a day other than the first day of the month - Payable in certified funds, cashier’s check, money order, or bank-wired funds) Pro-Rated Start Date: _____ Pro-Rated End Date: _____	<input type="checkbox"/> Per Diem: _____ OR <input type="checkbox"/> Total: _____	<input type="checkbox"/> Has been received OR <input type="checkbox"/> is due on: _____	<input type="checkbox"/> Landlord <input type="checkbox"/> Listing Brokerage, OR <input type="checkbox"/> Managing Agent
Monthly Rent Installments		<input type="checkbox"/> 1 st Day of Month OR <input type="checkbox"/> _____ (“Rent Due Date”)	<input type="checkbox"/> Landlord OR <input type="checkbox"/> Managing Agent
Security Deposit (“Security Deposit”) (See paragraph 5).			<input type="checkbox"/> Landlord OR <input type="checkbox"/> Managing Agent
Pet Deposit, if applicable (See Pet Addendum).			<input type="checkbox"/> Landlord OR <input type="checkbox"/> Managing Agent
Nonrefundable Pet Fee, if applicable (See Pet Addendum)			<input type="checkbox"/> Landlord OR <input type="checkbox"/> Managing Agent
Other Fees, if applicable: (e.g. move-in fees)	_____ _____ _____ _____		<input type="checkbox"/> Landlord OR <input type="checkbox"/> Managing Agent OR <input type="checkbox"/> Other: _____

If any “Delivered & Payable” box is unchecked, the amount owed will be delivered and payable to Landlord.

“Rent” includes all money, other than Security Deposit, including but not limited to Monthly Rent Installments, late charges, administrative fees, pet rent, utilities, or other charges as may be specified in writing by Landlord, including prepaid rent paid more than one (1) month in advance of Rent Due Date.

5. SECURITY DEPOSIT. Tenant will deliver Security Deposit to the party identified in paragraph 4 prior to the Lease Start Date.

A. Disposition. Landlord may apply Security Deposit to the payment of accrued Rent and the amount of any damages caused by Tenant, including but not limited to, physical damages, appropriate charges to Tenant not previously reimbursed to Landlord, and actual damages for breach of Lease including attorneys' fees and costs. Landlord has the right to apply Security Deposit to non-Rent items first, and then to any unpaid Rent.

Within 45 days after the termination of the tenancy or Tenant's vacating Premises, whichever occurs last, Landlord will (i) provide an itemized statement of estimated deductions to be charged against Security Deposit and (ii) return Security Deposit to Tenant, less any deductions provided that Tenant has complied with all the terms and conditions of Lease and with VRLTA. If the damages to Premises exceed the amount of Security Deposit and require the services of a third-party contractor, Landlord will give written notice to Tenant advising of the fact within a 45-day period. If such notice is given, Landlord will have an additional 15-day period to provide an itemization of the damages and the cost of repair. There will be no interest due and payable on security deposits held under this Lease and in accordance with VRLTA.

B. Tenant will pay the costs of repairs, replacements or other damages that exceed Security Deposit.

C. Forwarding Address. Tenant will provide Landlord written notice prior to vacating Premises of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of Security Deposit prior to the end of the 45-day period. If Tenant fails to give notice of a forwarding address, Landlord will send Security Deposit statement to the last known address of Tenant, but will retain Security Deposit refund, if any, until Tenant notifies Landlord of the appropriate address. If no forwarding address is provided to Landlord, upon the expiration of one year from the date of the end of the 45-day time period, the balance of such Security Deposit will escheat to the Commonwealth of Virginia, in accordance with VRLTA. Upon payment to the Commonwealth, Landlord will have no further liability to any Tenant relative to Security Deposit.

D. Landlord will 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 Premises or in Lease. In the event of a sale, transfer, or assignment of Landlord's interest in Premises or Lease, Landlord will transfer Security Deposit and be released from all liability in connection with Lease. Tenant will request the return of Security Deposit from the new Managing Agent or Landlord.

E. 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 will provide notification to Tenant of such use and will provide an itemized list of charges within 30 days. Tenant will 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.

6. MANAGEMENT. _____ (“Managing Agent”),
Office Address: _____
Phone Number: _____ Email: _____, is authorized
to manage Premises and collect Rent on behalf of Landlord and will exercise all rights of Landlord
under Lease.

If 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.

7. **APPOINTMENT OF RESIDENT AGENT BY NONRESIDENT LANDLORD.** Any individual nonresident of Virginia who owns and leases residential real property in Virginia will have and continuously maintain an agent who is a resident and maintains a business office in Virginia (“Resident Agent”). Landlord designates the following Resident Agent:

Name: _____ Email: _____
Street Address: _____ Phone Number: _____

8. **FIRE OR CASUALTY DAMAGE.** In the event Premises are damaged by fire or casualty Tenant must promptly Notify Landlord. If Landlord determines that the damage does not render Premises substantially impaired or in need of repairs requiring Tenant to vacate Premises, Landlord will 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 Premises are uninhabitable, Lease will 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 will be liable for: (i) Rent through Lease Term; (ii) any damages to persons, property or Premises; (iii) attorney’s fees and costs of any court action; and (iv) such other and further remedies as are available to Landlord and Managing Agent under Virginia law.
9. **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 will have the right to terminate Lease, proceed to obtain possession of Premises, and seek such damages and other remedies under paragraph 30 of the Lease and VRLTA.
10. **USES.** Tenant will use 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 Premises will be sublet (on a short-term basis or otherwise) 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 will not use nor allow Premises to be used for any disorderly or unlawful purposes and will 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 Premises, whether known by Tenant or not. Landlord has the right to terminate 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 Premises will be considered such an immediate threat, whether or not there has been a criminal conviction for such conduct. Any criminal activity that involves or constitutes a criminal or willful act that also poses a threat to health and safety will also be considered such an immediate threat. Landlord may give Tenant Notice of termination requiring Tenant to vacate Premises within 72 hours of the date of such Notice. Tenant will vacate and surrender possession of Premises to Landlord within such 72-hour period.

Names of Occupants (If the below table is left blank or incomplete, Lease Agreement will incorporate all Occupants named in the Rental Application):

1.
2.
3.
4.
5.
6.
7.
8.

11. MOVE-IN INSPECTION. Within five (5) days after the beginning of Lease Term, Landlord will submit a written report to Tenant itemizing the condition of 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 Premises. Any request for repairs must be submitted separately in writing to Landlord. This report will 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 hereby 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 Premises. If Landlord’s move-in inspection report states that there is visible evidence of mold in Premises, Tenant has the option to not take possession and terminate the tenancy or to remain in possession of Premises. If Tenant requests to take possession, or elects to remain in possession of Premises, notwithstanding the presence of visible evidence of mold, Landlord will promptly remediate the mold condition no later than five (5) business days thereafter and re-inspect Premises to confirm there is no visible evidence of mold in Premises. A new move-in inspection report reflecting that there is no visible evidence of mold in Premises will be submitted to Tenant.

12. UTILITIES AND SERVICES. Tenant must make any required deposits and pay for the following utilities and services during lease term:

- Water Supply: Public Private Well Community Well
- Hot Water: Oil Gas Elec. Other _____
- Air Conditioning: Oil Gas Elec. Heat Pump Other _____ Zones _____
- Heating: Oil Gas Elec. Heat Pump Other _____ Zones _____
- Sewage Disposal: Public Septic for # BR _____ Community Septic Alternative Septic for # BR: _____
- Trash/Recycling: County/City Private
- Lawn Service:
- Security System:
- Cable: _____
- Internet: _____

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 release of Security Deposit, Tenant will provide to Landlord proof of payment of final utility bills.

Landlord reserves the right to use sub-metering or energy allocation equipment, or to allocate utility costs on the basis of ratio utility billing (“RUBs”), as provided in VRLTA, for the utilities provided by Landlord. If Landlord chooses to allocate utility costs on the basis of RUBs, Landlord will bill

Tenant for an appropriate pro rata share of such utility costs, which bill will be due and payable as additional Rent at the first of the next month.

13. FIXTURES AND APPLIANCES. Landlord will provide as part of Premises any existing built-in heating and central air conditioning equipment, plumbing, and lighting fixtures, indoor and outdoor sprinkler systems, bathroom mirrors, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, antennas, exterior trees and shrubs, electric vehicle charging stations, solar panels, and such other items as are listed below. Landlord will also provide as part of Premises any smart home devices installed, hardwired or attached to personal property or fixtures provided pursuant to this paragraph, including but not limited to, smart switches, smart thermostats, smart doorbells, and security cameras (“Smart Devices”).

The items marked YES below are currently installed or offered and will be provided as part of Premises.

Yes # Items	Yes # Items	Yes # Items
<input type="checkbox"/> ___ Alarm System	<input type="checkbox"/> ___ Freezer	<input type="checkbox"/> ___ Satellite Dish
<input type="checkbox"/> ___ Built-in Microwave	<input type="checkbox"/> ___ Furnace Humidifier	<input type="checkbox"/> ___ Storage Shed
<input type="checkbox"/> ___ Ceiling Fan	<input type="checkbox"/> ___ Garage Opener	<input type="checkbox"/> ___ Stove or Range
<input type="checkbox"/> ___ Central Vacuum	<input type="checkbox"/> ___ w/ remote	<input type="checkbox"/> ___ Trash Compactor
<input type="checkbox"/> ___ Clothes Dryer	<input type="checkbox"/> ___ Gas Log	<input type="checkbox"/> ___ Wall Oven
<input type="checkbox"/> ___ Clothes Washer	<input type="checkbox"/> ___ Hot Tub, Equip & Cover	<input type="checkbox"/> ___ Water Treatment System
<input type="checkbox"/> ___ Cooktop	<input type="checkbox"/> ___ Intercom	<input type="checkbox"/> ___ Window A/C Unit
<input type="checkbox"/> ___ Dishwasher	<input type="checkbox"/> ___ Playground Equipment	<input type="checkbox"/> ___ Window Fan
<input type="checkbox"/> ___ Disposer	<input type="checkbox"/> ___ Pool, Equip, & Cover	<input type="checkbox"/> ___ Window Treatments
<input type="checkbox"/> ___ Electronic Air Filter	<input type="checkbox"/> ___ Refrigerator	<input type="checkbox"/> ___ Wood Stove
<input type="checkbox"/> ___ Fireplace Screen/Door	<input type="checkbox"/> ___ w/ ice maker	

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: _____

14. LANDLORD MAINTENANCE. Except as otherwise noted, Landlord will maintain Premises in compliance with the Uniform Statewide Building Code and VRLTA and will be responsible for repairs not due to the intentional or negligent act(s) or omission(s) of Tenant.

15. TENANT MAINTENANCE OBLIGATIONS. Tenant will not destroy, deface, damage, impair, or remove any part of Premises, nor permit any person to do so. Tenant will 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 animal(s). Tenant is responsible for:

A. Maintaining 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 will not overload any system. Tenant must drain any outside water spigots each fall. In the event Premises’ plumbing is frozen or obstructed due to the negligence of Tenant, Tenant’s family or guests, Tenant will 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 will 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 Premises in such a manner as to prevent the accumulation of moisture and the growth of mold. Tenant will 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, removing weeds, 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 will 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 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 will be responsible for the costs of the elimination of all such pests and vermin during occupancy and upon vacating Premises.

K. Providing notification to Landlord if Tenant intends to be absent from Premises for more than 14 days. If Tenant fails to notify Landlord, Landlord may consider Premises abandoned.

L. Not placing or displaying any sign, advertisement, or notice on any part of Premises.

M. Not creating or permitting any lien upon Premises or Tenant's interest in Lease. Lease will not be recorded by Tenant.

N. Providing a copy of the court order to Landlord if a Tenant is granted possession of Premises by a court of competent jurisdiction to the exclusion of any other Tenant or occupant and provide a key to any locks that are changed and/or security codes to any devices installed on Premises.

Tenant will comply with any and all obligations imposed upon Tenant by applicable Virginia law, including VRLTA.

16. STATEMENT OF TENANT RIGHTS AND RESPONSIBILITIES. Pursuant to Section 55.1-1204 of VRLTA, Tenant hereby acknowledges receipt of the attached "**Virginia Statement of Tenant's Rights and Responsibilities**".

17. 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. Premises were not OR were built before 1978.

If built before 1978, Tenant hereby acknowledges the receipt of the attached Lead-Based Paint Disclosure and EPA information book "Protect Your Family from Lead in Your Home".

- 18. LANDLORD CONSENT REQUIRED.** Tenant is required to submit a written request for any alteration of 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, hooks 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.
 - 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, aquariums over 20 gallons, or any extra-heavy objects as reasonably determined by Landlord.

- 19. 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 Premises, will make a reasonable effort to advise Tenant in writing of the right to be present at Landlord's move-out inspection of Premises, which will take place within 72 hours after Tenant's departure. Tenant will 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 Security Deposit will be returned to Tenant, whether deductions will be made from Security Deposit, and whether Tenant may be liable for damages exceeding the amount of Security Deposit. Landlord and Tenant agree that Tenant perform all move-out cleaning and maintenance responsibilities checked below (Check all that apply):

- A.** Have carpets, gutters, and chimney(s), if any, cleaned by a professional company acceptable to Landlord and provide copies of all paid receipts.
- B.** Have Premises professionally treated for fleas and ticks if animals have been present and provide a paid receipt.
- C.** Eliminate all household pests and vermin from the interior of 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, if present.
- E.** Ensure that 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, carbon monoxide alarm(s) and smoke alarm(s) in working order.
- G.** Return all keys, garage door openers, passes, and documents provided.

Tenant will provide Landlord with receipts or other written evidence that the cleaning and maintenance responsibilities have been completed prior to or at the move-out inspection.

Landlord and Tenant agree that Landlord will perform any cleaning and maintenance responsibilities not checked above. Landlord and Tenant further acknowledge and agree that Landlord will withhold _____ from Security Deposit in exchange for performing these service(s).

- 20. INSURANCE REQUIREMENTS.** Throughout Lease Term, Tenant will maintain an insurance policy which provides for liability coverage and protects Tenant's personal property, at Tenant's sole cost and expense. Tenant will provide Landlord with a certificate of such insurance prior to occupying Premises. Tenant will not do anything nor permit anything to be done on or about Premises that may increase the cost of or cause the cancellation of any fire or other insurance policy covering Premises. All of Tenant's personal property located or stored at Premises will be at Tenant's sole risk. Tenant will indemnify and hold harmless Landlord from any loss or damage to such personal property. Landlord and/or Association will not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon 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 will be added either to the monthly Rent or paid by Tenant as invoiced by Landlord.
- 21. PETS.** Tenant and/or Tenant's guests **may** keep pets (see attached Pet Addendum) **OR** **may not** keep pets on 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 will restrain or secure pets when access is needed.
- 22. SMOKING.** Tenant and/or Tenant's guests **may** **OR** **may not** smoke, use electronic cigarettes, or "vape" on or in 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 smoke/smoking.
- 23. HOMEOWNERS', CONDOMINIUM ASSOCIATION, OR CO-OP.** Premises are 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 will constitute a breach of Lease. Tenant will 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 and Tenant mutually agree 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 the Association.
- Tenant agrees to pay all applicable move-in and move-out fees and elevator fees. Tenant acknowledges that an elevator may be required 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.
- 24. VEHICLE PARKING.** No motor vehicle, trailer, or motorcycle will be parked on Premises 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 Association rules or by local law.

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

Tenant has the right to request Landlord to install carbon monoxide alarm(s) and/or visual smoke or carbon monoxide alarm(s) at Tenant's sole cost and expense in accordance with the law. Tenant, however, will not remove or tamper with a properly functioning carbon monoxide alarm(s) or smoke alarm(s) installed by Landlord, including removing any working batteries, so as to render the carbon monoxide alarm(s) or smoke alarm(s) inoperative and will maintain the carbon monoxide alarm(s) and smoke alarm(s) in accordance with the Uniform Statewide Building Code. Landlord is not responsible in any way for the installation or use of a carbon monoxide alarm(s) or smoke alarm(s) 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 alarm(s) or smoke alarm(s).

26. LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT. If Landlord is unable to deliver possession of Premises to Tenant at Lease Start Date, Landlord will not be liable to Tenant for any damages other than to rebate any Rent by Tenant for such portion of the Term during which Premises are not delivered to Tenant. If Landlord cannot deliver possession of Premises or provide Tenant with an alternative residential dwelling unit acceptable to Tenant within 15 days after Lease Start Date, then Lease may be terminated by either Landlord or Tenant by giving Notice to the other party as provided herein.

27. EARLY TERMINATION OF OCCUPANCY. Tenant will not be released from liability for Rent and other charges due during Lease Term unless Landlord agrees in writing to release Tenant from such liability. If Tenant vacates Premises prior to the end of Lease Term, Tenant will still be responsible for what would have been the Rent for the balance of Lease Term, including any physical damages to Premises and such other remedies permitted under Lease and VRLTA. Tenant responsibilities in the event of early termination do not relieve Landlord of responsibility to mitigate damages.

28. HOLDOVER TENANT. Should Tenant remain in possession of Premises at the expiration or termination of Lease Term or Lease Extension without Landlord's consent, Tenant will become a holdover Tenant and will be liable for any and all actual damages sustained by Landlord as a result of Tenant's holding over, including, without limitation: holdover rent equal to 100% of the per diem of the monthly Rent for each day the Tenant remains in possession of Premises after the termination date; costs payable to a new tenant for moving, storage, meals, lodging, mileage (if applicable); damages sustained by Landlord from lost opportunity to rent or convey Premises to third party; and reasonable attorneys' fees and court costs.

In addition, Landlord will have the right to receive from Tenant, as liquidated damages, rent for the period of Tenant's holding over in an amount equal to one 150% of the per diem of the monthly Rent (or 100 % of the per diem of the monthly Rent for any HUD property), for each day Tenant remains in possession of Premises after the termination date.

29. ACCESS TO PREMISES. Landlord or their designated representative(s), upon reasonable notification to Tenant and at reasonable times, may enter Premises in order to do any of the

following: (a) inspect Premises; (b) make necessary or agreed upon repairs, decorations, alterations, or improvements; and (c) supply necessary or agreed services. Whenever possible Landlord will arrange for contracted workers to coordinate with Tenant the time and date when workers may enter Premises in order to accomplish repairs or services. It then will be Tenant's responsibility to ensure that these workers have access to 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 will bear any additional expense, such as after-hours or overtime fees, incurred by Landlord. Refusal of Tenant to allow access is a breach of 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 Premises, or in case Premises have been vacated, abandoned, or surrendered by Tenant, Premises may be entered by Landlord or a designated representative(s) without notification and without the consent of Tenant. In addition, Landlord or a designated representative(s) may place a "For Sale" or "For Rent" sign upon Premises and an electronic lockbox. Upon reasonable notification to Tenant and at reasonable times, Landlord or a designated representative(s) may show Premises to prospective buyers 90 days prior to the end of Lease Term or show Premises to prospective tenants 60 days prior to the end of Lease Term. Landlord or a designated representative(s) may show Premises to prospective buyers at any time within Lease Term by appointment only with Tenant's consent. Buyer agents and tenant agents are authorized to show Premises under this section. Tenant will remove or secure any animal(s) on Premises when Premises is to be shown or when repairs are scheduled. If Tenant without reasonable justification, refuses to permit Landlord or agents to show Premises for sale or lease, Landlord may recover damages, costs, and reasonable attorneys' fees.

30. DEFAULT & ENFORCEMENT.

A. Tenant's Failure to Perform. If Tenant fails to perform any of the provisions of Lease (other than failure to pay Rent when due), or upon abandonment of Premises, Landlord will 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 will be entitled to possession of Premises, a money judgment for Rent, damages including physical damages to Premises and actual damages for what would have been the Rent for the balance of Lease Term, subject to Landlord's duty to mitigate damages and re-rent 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.

B. 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 Rent within five (5) days after the Landlord has given a default Notice to Tenant, Landlord may terminate Lease, proceed to obtain possession of Premises, and seek such damages and other remedies under Lease and VRLTA.

C. 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. For any Rent payment received by the Landlord after the 5th day of the month, Landlord may charge Tenant either: (i) 10% of the total monthly Rent, or (ii) 10% of the remaining balance due and owed by Tenant ("Late Fee"), whichever is less. For any check returned for insufficient funds or otherwise, or failed electronic funds transfer, Landlord may also charge 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 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 will be payable to Landlord **OR** Managing Agent.

D. Redemption Right. 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 Lease; (iii) late charges specified in Lease; (iv) reasonable attorneys' fees as set forth in Lease or as provided by law; and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding will be dismissed. If Landlord owns four or fewer rental dwelling units, or up to a 10 percent interest in four or fewer rental dwelling units in the Commonwealth of Virginia, 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. Material Breach of the Lease. In the event of Tenant's material breach of the Lease, Landlord will have the right to: (a) immediately terminate Lease; (b) hold Tenant liable for any and all damages to persons, property or Premises; (c) exercise all legal and equitable rights and remedies; and (d) recover reasonable attorney's fees, court costs, and all costs incurred to reclaim Premises and to rent Premises to another tenant.

F. Material Noncompliance by Tenant Which Can Be Remedied by Repairs, Cleaning or Replacement. If Tenant commits a material noncompliance that can be remedied by repair, cleaning or replacement, Landlord will deliver written notice to Tenant specifying the breach and stating that Landlord will enter Premises and perform the work. Once the work is complete, Landlord will deliver an itemized bill to Tenant for the work, and such amounts are due as rent on the next rent due date, or if this Lease is terminated, immediate payment is due.

G. Enforcement Costs and Attorneys' Fees. Tenant will pay all expenses, fees, reasonable attorneys' fees, costs, court costs, and charges incurred by Landlord in enforcing, by legal action or otherwise, any of the provisions of Lease, regardless of whether a lawsuit is filed. Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of Lease.

31. 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 Premises, Landlord will have the right to terminate Lease by giving Tenant at least two months' notice in writing. In such case, Tenant will vacate Premises to Landlord on or before Lease termination date specified in Landlord's written notice.

32. 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, the United States Department of State, 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: (i) receives orders to depart 35 miles or more (radius) from Premises either for a

permanent change of station or for temporary duty for more than 3 months; (ii) is discharged or released from active duty or from full-time duty or technician status; (iii) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters; or (iv) after entry into military service.

Military Tenant may terminate Lease by serving Landlord with written Notice of termination stating the date when termination will be effective. Military Tenant will 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. The date of termination will 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 will 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.

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 Premises by the employer stated on Application. The termination will be effective on the last day of the second calendar month following the month in which Landlord receives the Notice of termination. Tenant will provide a copy of Tenant's transfer letter and/or orders, the final month's rent and the following termination or cancellation fee: (i) one (1) month's rent if Tenant has completed fewer than six (6) months of the tenancy as of the effective date of termination, **OR** (ii) One-half (1/2) of one (1) month's rent if Tenant has completed 6 months or more of the tenancy as of the effective date of termination.

33. NOTICE REGARDING DIPLOMATS. If 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.

34. BANKRUPTCY. Subject to the requirements of the applicable federal bankruptcy law, in the event Tenant files bankruptcy, then Lease, at the option of Landlord, will terminate upon one (1) month's written notice.

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

36. 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) will 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 foregoing, 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. Authorized occupants, or guests or invitees, are not allowed to occupy the dwelling unit after the death of the sole remaining tenant and will vacate the dwelling unit prior to the end of the 30-day period.

C. Death of Landlord (whether one or more): Lease may be terminated by the remaining Landlord or Estate of 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 will include a copy of the death certificate to Tenant. This right to terminate Lease must be exercised within one month after Landlord's death.

37. SUBORDINATION. Lease is and will remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting Premises or the building in which Premises are located and any modifications, renewals, extensions, or replacements to such mortgages or deeds of trust. Although the subordination provision of this section will be deemed automatic, Tenant will, within five (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.

38. 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 may be executed in any number of copies or by facsimile, or email, each of which will be considered an original but all of which together will be the same Lease. Lease contains the final and entire agreement of the parties and neither they nor their agents will 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 will include the plural and the plural the singular, and the use of any gender will include the other gender.

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

- | | |
|---|---|
| <input type="checkbox"/> Assistance Animal Addendum | <input type="checkbox"/> Lead-Based Paint Disclosure |
| <input type="checkbox"/> Pet Addendum | <input type="checkbox"/> "Virginia Statement of Tenant Rights and Responsibilities" |
| <input type="checkbox"/> Addendum - Lease | |

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 Lease.

41. DISCRIMINATION. Landlord and Managing Agent will not discriminate against Tenant in the provision of services or in any other manner on the basis of any classification protected by the laws of the United States, Commonwealth of Virginia, and applicable local jurisdiction. Landlord and Managing Agent will abide by all applicable Fair Housing Laws and ADA Regulations.

42. REAL ESTATE LICENSED PARTIES The parties acknowledge that _____
 _____ is an active **OR** inactive licensed real estate agent in Virginia and/or
 Other _____ and is either the Tenant **OR** Landlord **OR** is related to
 one of the parties in this transaction.

TENANTS SIGNING LEASE WILL BE JOINTLY AND SEVERALLY LIABLE.

LANDLORD:

_____/_____
 Date Signature

_____/_____
 Date Signature

_____/_____
 Date Signature

_____/_____
 Date Signature

TENANT:

_____/_____
 Date Signature

_____/_____
 Date Signature

_____/_____
 Date Signature

_____/_____
 Date Signature

For information purposes only:

Listing Brokerage's Name and Address:

Cooperating Brokerage's Name and Address:

Brokerage Phone #: _____

Brokerage Phone #: _____

Bright MLS Broker Code: _____

Bright MLS Broker Code: _____

VA Firm License #: _____

VA Firm License #: _____

Agent Name: _____

Agent Name: _____

Agent Email: _____

Agent Email: _____

Agent Phone #: _____

Agent Phone #: _____

MLS Agent ID # _____

MLS Agent ID # _____

VA Agent License #: _____

VA Agent License #: _____

Team Name: _____

Team Name: _____

Team Business Entity License #: _____

Team Business Entity License #: _____



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