

LEASE AGREEMENT

THIS LEASE, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_(Landlord), and \_\_\_\_\_(Resident). Landlord hereby leases to Resident Apartment \_\_\_\_\_ ( Dwelling Unit) located at \_\_\_\_\_, Virginia (Premises), to be used as a residence only from 4:00 P.M. the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ for a term of \_\_\_months and \_\_\_days to expire at 10:00 A.M. on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ yielding during the said term the rent of \$\_\_\_\_\_payable as follows: \$\_\_\_\_\_ rent and \$\_\_\_\_\_utility fee for a total of \$\_\_\_\_\_dollars per month in advance. The first installment due before Resident occupies the Dwelling Unit on or before the \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, and succeeding installments on or before the first day of each calendar month thereafter.

This Lease is subject to the following terms and conditions:

**Rent  
Bad Checks**

1. Resident shall without previous notice, demand or deduction from Landlord pay the rent by the time specified above. If the rental payment is received by Landlord after the close of business on the fifth (5<sup>th</sup>) day of any calendar month, a late fee of seventy dollars (\$70.00) will be assessed against Resident as a late charge. Any rental payments received after legal action has been initiated by Landlord will be accepted with reservation in accordance with Section 23 of this Lease and will be applied to delinquent amounts due, but will not affect any legal action instituted by Landlord against Resident to recover delinquent amounts and possession of the Dwelling Unit. Landlord reserves the right to require that all monthly installments of rent be made by money order, certified or cashiers check, and to impose a service charge of thirty-five dollars (\$35.00) for any returned checks. Landlord further reserves the right to require prepaid rent in accordance with the terms of Title 55, Chapter 13.2, Code of Virginia (1950), as amended, the Virginia Residential Landlord and Tenant Act (VRLTA).

**Security  
Deposit**

2. Resident hereby deposits with Landlord the sum of \$\_\_\_\_\_ as a Security Deposit to secure the complete and faithful performance by Resident of all terms and conditions of the Lease, and of the obligations imposed on the Resident by the VRLTA. Landlord also reserves the right to require, as a condition of entering into this Lease, that Resident obtain a bond or commercial insurance policy to secure performance of Resident's obligations under this Lease and applicable laws and regulations, as all or part of the Security Deposit as provided in the VRLTA.a. Statutory Obligations of Landlord. Under the VRLTA, if Resident defaults with any provision of the Lease, or the statutory obligations, the Landlord may terminate the Lease, and may apply all or part of the Security Deposit to the payment of accrued rent and the amount of any damages which have been suffered, which includes, but is not limited to physical damage, appropriate charges to Resident not previously reimbursed to Landlord, actual damages for breach of Lease, attorney's fees and costs. Within forty five (45) days after termination of tenancy and return of possession of the Dwelling Unit to the Landlord, Landlord must provide Resident with an itemized listing of all deductions made from Security Deposit Disposition Statement, and with payment of amount due Resident, together with any accrued interest as is required by law.

b. Forwarding Address. Resident must provide Landlord written notice prior to vacating the Dwelling Unit of his forwarding address so that Landlord can forward to Resident the Security Deposit Disposition Statement prior to the end of the forty five (45) day statutory period. If Resident fails to give notice of a forwarding address, Landlord will send the Security Deposit Disposition Statement to the last known address of the Resident, but will retain the Security Deposit refund, if any, until Resident notifies Landlord of the appropriate address.

c. Multiple Residents. Where more than one Resident signs the Lease, a violation or deduction made is joint and several, and the Landlord is not liable for any understanding that may exist between two or more Residents as to the portion of the Security Deposit that one Resident may be entitled to, as opposed to another Resident. Landlord will draw one check, payable to any one Resident or all Residents jointly and forward same to the forwarding address provided to Landlord by written notice as required herein.

d. Check-Out Inspection. Under the VRLTA, Resident has a right to be present at the time of the check-out inspection. Resident must make a written request to Landlord to be present at such inspection and Landlord will notify Resident of inspection time which must occur within seventy-two (72) hours of the termination of the tenancy. If Resident fails to make a request or fails to schedule an inspection, Landlord will proceed with the check-out inspection without Resident's presence.

e. Setoff Prohibited. Resident has no right to deduct the Security Deposit from any rental payment, including for the last month of the term of this Lease.

f. Landlord's Successor Obligated for Security Deposit. If Landlord in any way transfers his interest in the Premises, as defined in the VRLTA, which includes the Dwelling Unit, the common areas and all other areas of the Premises, or if Managing Agent in any way transfers its interest in the management of the Premises to a third party, the Security Deposit may be transferred to the transferee and the Landlord and/or the Managing Agent, as the case may be, are thereafter released from all liability for the return of the Security Deposit to the Resident. If such a transfer occurs, Resident agrees to look to the transferee solely for the return of the Security Deposit and to release Landlord and Managing Agent (as hereinafter defined in Section 28) from all obligations and liability relating thereto.

g. Physical Damages to Premises. If the Dwelling Unit is clean and no damage done, normal wear and tear excepted, and the keys are returned and all rents and other charges due are paid, with no breach of this Lease, the Security Deposit shall be returned to the Resident, with interest, if applicable, in accordance with this Section. If any cleaning is needed, damage done, keys made or money owed, Landlord shall have such work done and deduct the money owed or the cost thereof from the Security Deposit, returning the balance, if any, to Resident. If the cost of repairs or cleaning exceeds the amount given Landlord as a Security Deposit, Resident shall be liable for the difference.

**Inspection  
and  
Condition**

3. The Landlord shall, upon delivering keys to the Dwelling Unit to Resident, submit a written report to Resident itemizing damages to the Dwelling Unit existing at the time of occupancy. This check-in report shall be deemed correct unless Resident objects thereto in writing within five (5) days thereof.

**Application**

4. Resident covenants that the information shown on the Application, which is attached to and hereby made a part of this Lease, is true and complete. This Lease was entered into based upon the representations of the Resident contained in the Application. If any of those representations are found to be misleading, incorrect, or untrue, Landlord may immediately terminate the Lease and notify Resident to vacate the Dwelling Unit.

**Use  
Occupants**

5. Resident shall not without prior written consent of the Landlord, use or allow the Dwelling Unit to be used for any purpose other than as a residence or allow the Dwelling Unit to be occupied by any person other than those specified on the Application. The maximum number of persons that will occupy the Dwelling Unit is\_\_\_\_\_. Resident further agrees to (a) use in a reasonable manner, and to keep as clean and safe as their condition permits, all electrical, plumbing, elevators, sanitary, heating, ventilating, air conditioning, and other fixtures and appliances in or about the Dwelling Unit, and shall maintain such services at all times during occupancy of the Dwelling Unit. Resident shall be responsible for any damage caused by their failure to comply with this requirement. Resident shall not use any other major appliances or equipment in the Dwelling Unit without prior written permission; (b) to comply with all applicable laws, rules, regulations and ordinances including building and housing codes affecting health and safety of federal, state and local authorities pertaining to the Dwelling Unit; (c) to otherwise comply with the statutory obligations imposed on Resident by Section 55-248.16 of the VRLTA; and (d) with respect to Mold and Mildew, Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Dwelling Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Dwelling Unit. Resident agrees to clean and dust the Dwelling Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Dwelling Unit. Resident agrees to immediately provide written notice to the management office of: (i) any evidence of a water leak or moisture in the Dwelling Unit, as well as in any storage room, garage or other common area; (ii) any visible evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Dwelling Unit; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Paragraph. Landlord also agrees to use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any written notices from Resident as described above.

- Failure to Deliver Possession** 6. If Landlord is unable to deliver possession of the Dwelling Unit to Resident on the beginning date of this Lease, Landlord and Managing Agent are not liable to Resident for any damages other than to rebate the rent paid by Resident in advance and to return any Security Deposit which has been paid by Resident. If Landlord cannot deliver possession of the Dwelling Unit within ten (10) days of the beginning date of this Lease, this Lease can be terminated by either Landlord or Resident by giving of written notice as provided herein.
- Absence** 7. Resident shall give Landlord notice of any anticipated extended absence from the Dwelling Unit in excess of seven (7) days. Resident agrees that during such absence from the Dwelling Unit, Landlord may enter the Dwelling Unit at times reasonable and necessary to protect the Dwelling Unit and any property belonging to Landlord therein. If Resident fails to give such notice, or if the Landlord cannot determine whether the Dwelling Unit has been abandoned, then the Landlord shall deliver a written notice to the Resident requiring the Resident to notify the Landlord in writing within seven (7) days of its intent to continue to occupy the Dwelling Unit (the "Absent Notice"). Unless the Landlord receives notice from Resident within the seven (7) day period or otherwise determines that the Resident remains in occupancy of the Dwelling Unit, then the Landlord may treat the Dwelling Unit as having been abandoned, and the Lease shall terminate effective the last day of the seven (7) day notice period. The Landlord may recover any actual damages sustained.
- Sublet** 8. Resident shall not assign this Lease, or sublet the whole or any part of the Dwelling Unit without prior written consent of Landlord. An administrative fee of \$200.00, which shall constitute additional rent hereunder, shall be payable by Resident to Landlord, if Resident expresses the intent to provide a sublease or new Resident. If Landlord is requested by Resident to provide a sublease or new Resident, such fee shall be \$300.00, which shall also constitute additional rent hereunder. The administrative fee is non-refundable, is payable upon submission of sublease request, and is charged for the purposes of advertising, showing the apartment, processing applicants and preparing new lease documents. Resident is responsible for all rent payments until a new Resident assumes the remainder of the Lease term.
- Vacating Cleaning** 9. Resident agrees during the term of this Lease to keep, and at the expiration thereof, deliver the Dwelling Unit smoke and odor free (including, but not limited to, tobacco smoke and odor) and in good order and condition as they are now, reasonable wear and tear excepted. Resident shall not make any alterations, additions or improvements without Landlord's written consent.
- Damage of Dwelling Unit** 10. If the Dwelling Unit is damaged or destroyed by fire or other casualty to the extent that the Resident's enjoyment thereof is substantially impaired, and Resident is not at fault for said casualty, then Resident may immediately vacate the Dwelling Unit and notify Landlord in writing of an intention to terminate the Lease within fourteen (14) days thereafter unless Landlord offers Resident a substantially similar Dwelling Unit for the remaining term upon the same terms, conditions and covenants of this Lease. If the Dwelling Unit is only partially uninhabitable, Landlord, in its sole discretion, will make appropriate abatement of all or part of the rental payment until such time as Landlord can fully restore the Dwelling Unit to its original condition. Landlord reserves the right to proceed legally to remove Resident from the Dwelling Unit if same is uninhabitable and unsafe for continued occupancy. If Resident was at fault as far as the casualty is concerned there shall be no cessation of the rent, Landlord reserves the right to proceed legally against Resident to recover damages for the said casualty. If the Dwelling Unit, or any part thereof, is taken by Governmental Agency or Authority, the Lease may be terminated at the option of the Landlord. Resident expressly waives the right to participate in any proceedings, and the right to claim any damages or awards as a result of such condemnation.
- Repairs by Resident Storage of Flammable** 11. Resident shall not deface the Dwelling Unit or Premises in any way and, in the event of such injury being done, Resident shall be liable for any such damages whether or not specifically itemized or listed herein. Resident shall be liable for all broken electrical fixtures, appliances, windows, doors, smoke odor (including, but not limited to tobacco smoke and odor) and broken glass, or any item that may be broken or damaged (including common areas) by Resident, any family, employees or guests of Resident and shall unstop or fix at Resident's expense all pipes and appliances that may become choked or broken by negligence or inattention on the part of those using them. Light bulbs shall be supplied by Resident. RESIDENT SHALL NOT STORE ANY FLAMMABLE AND/OR HAZARDOUS ITEMS IN THE DWELLING UNIT OR PREMISES.
- Liability** 12. Landlord and Managing Agent are not liable for matters outside their dominion or control so long as there is no gross negligence on their respective parts, including but not limited to: failure of utilities or services; acts of God; and any injuries or damages to persons or property either caused by or resulting from falling plaster, dampness, overflow, or leakage upon or into the Dwelling Unit of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing, fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause. Resident acknowledges that any security measures provided by Landlord or Managing Agent will not be treated by Resident as a guarantee against crime or a reduction in the risk of crime. Neither Landlord nor Managing Agent will be liable to Resident or any guest, invitee, or occupant for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Neither Landlord nor Managing Agent will be required to furnish security personnel, security lighting, security gates or fences, or other forms of security. If Landlord or Managing Agent's employees are requested to render services not contemplated in this Lease, Resident will hold Landlord and Managing Agent harmless from all liability for same. If information on Resident's rental history is requested by others for law enforcement or business purposes, Landlord or Managing Agent may provide same in accordance with the Resident Consent Form attached hereto. Landlord and Managing Agent, in addition, shall not be liable under any circumstances for Resident's failure to provide Landlord or Managing Agent with prompt notice of any such conditions existing in the Dwelling Unit or on the Premises. Resident hereby releases Landlord and Managing Agent from any and all such liability and agrees to indemnify Landlord and Managing Agent for such losses, with respect to Resident, authorized occupants and invitees of Resident.
- Personal Property Insurance** 13. a. All personal property placed in the Dwelling Unit, shall be at the sole risk of Resident, or the parties owning the same, and neither Landlord nor Managing Agent shall be liable for the loss, destruction, theft of, or damage to such property. Resident hereby acknowledges and agrees that Landlord is not an insurer of Resident's person or property and shall not be liable to Resident for any loss pertaining thereto. Resident shall maintain in force at all times during the term of this Lease and any extensions thereof, a Tenant/Home owner's insurance policy covering the value of Resident's personal property and providing a minimum liability coverage of \$500,000. Landlord reserves the right to require Resident to pay for the cost of renter's insurance obtained through Landlord, in which case the actual costs for such insurance shall be charged to Resident as additional rent.  
b. Any item of personal property, which is left in the Dwelling Unit or on the Premises after Resident abandons or otherwise vacates the Dwelling Unit and Premises, will be considered abandoned property. Landlord may dispose of abandoned property as it sees fit or appropriate, provided, however, that Landlord has given Resident one of the following types of notice, sent to Resident's last known address, address correction requested, prior to disposing of the abandoned property:  
i. A termination notice to Resident in accordance with this Lease that includes a statement that any items of personal property left in the Dwelling Unit or on the Premises will be disposed of within the twenty-four (24) hour period after termination;  
ii. An Absent Notice to Resident in accordance with Section 7 of this Lease that includes a statement that any items of personal property left in the Dwelling Unit or on the Premises will be disposed of within the twenty-four (24) hour period after expiration of the seven (7) day notice period; or iii. A separate written notice to Resident that includes a statement that any items of personal property left in the Dwelling Unit or on the Premises will be disposed of within the twenty-four (24) hour period after expiration of a ten (10) day period from the date such notice was given to the Resident.  
c. Landlord may dispose of abandoned property within the applicable twenty-four (24) hour period as set forth in subsection "b" of this Section, provided that the Resident has the right to remove the Resident's personal property at reasonable times during the twenty-four (24) hour period or until Landlord actually disposes of the personal property. The Landlord shall not have any liability for the risk of loss for Resident's personal property during the twenty-four (24) hour period, and until disposal of the property.
- Utilities** 14. Resident shall be responsible for NO utilities except \_\_\_\_\_. Resident shall contact utility and service companies directly, applying for such service or utilities in the Resident's name, and pay any deposits and regular payments required by such companies. Resident shall maintain all utilities paid for by the Resident in full service at all times during the term of the Lease. Landlord reserves the right to use submetering equipment, energy allocation equipment, or to allocate utility costs on the basis of ratio utility billing ("RUBs"), as provided in the VRLTA and Section 55-226.2 of the Code of Virginia, for the utilities provided by the Landlord. If Landlord chooses to allocate utility costs on the basis of RUBs, Landlord will divide the total utility bill by the number of occupied units in the apartment community and bill Resident(s) for their pro rata share of the utility costs, which shall be due and payable as rent at the first of the next month. Landlord reserves the right on thirty (30) days written notice to increase the rent due hereunder to offset the effect of governmental control or decontrol of natural gas prices or tax imposed thereon. Any rent increase shall be passed on to the Resident pro-rata dollar-for-dollar based on Landlord's actual increase in the cost for natural gas. Landlord further reserves the

right to provide directly or indirectly through an affiliated company, telephony, data or video services to Resident, which will be billed separately and are not part of the rent payment. Nonpayment of any invoice for telephony, data or video services provided by the Landlord directly or indirectly through an affiliated company, will result in a termination of those services in accordance with the provisions of a separate agreement for such services. If Landlord shall convert from master cable, gas, water and sewer and/or electric meters to individual apartment meter(s) in accordance with this Section, and if such conversion occurs during the term of this Lease, and with thirty (30) days prior written notice then the rent due hereunder shall be reduced by: \_\_\_\_\_ per month for cable, \_\_\_\_\_ per month for gas, \_\_\_\_\_ per month for water and sewer, \_\_\_\_\_ per month for electric, and \_\_\_\_\_ per month for Internet, as applicable. Landlord is not liable for failure of utilities, or for interruption of same if such failure or interruption is due to any cause beyond the control of Landlord. Landlord will provide utility services appropriate for common areas of an apartment community as deemed necessary by Landlord and Resident agrees not to use or abuse same in an illegal manner. The interruption of services for any cause shall not result in a financial liability of Landlord or Managing Agent to Resident; the only responsibility of the Agent or Landlord being reasonable diligence in its efforts to provide such services. Landlord reserves its rights against Resident for any waste of such utilities or services provided by Landlord. If Resident desires telephone or cable television service, arrangements must be made directly with these service companies, but Landlord reserves the right to designate the location of the connection within the Premises. Notwithstanding the foregoing, if Resident desires high speed Internet service, and such service is available to the Dwelling Unit Landlord may provide such service in accordance with the terms of the High Speed Internet Access Addendum attached hereto and made a part hereof. For purposes of this Lease, utilities are as defined in the Virginia Residential Landlord Tenant Act.

**Automobiles** 15. Resident will park no more than \_\_\_\_\_ automobiles in single, designated parking spaces that are not otherwise reserved, in the parking area reserved for Residents and shall provide Landlord the State License number of such vehicle(s) at the bottom of this Lease. Resident agrees to update this information in the event Resident obtains a different vehicle that will be maintained in the parking areas. All vehicles must be properly licensed, in operating order and must display current local and state inspection stickers. Automobiles, trucks and other vehicles shall be kept off the lawns at all times. Landlord reserves the right to tow away at the owner's expense or affix self-adhering "Illegally Parked" stickers to the windshields of any vehicles that do not comply with this Section. Resident agrees to pay as additional rent, all fees and charges involved in the towing or removal of improperly parked cars and to reimburse Landlord for any damage caused to the apartment community, lawns or sidewalks by reason of improper use of same.

**Quiet Enjoyment** 16. Resident agrees to conduct himself, including family and children, and require other persons in the Dwelling Unit and the Premises with the Resident's consent, whether known by the Resident or not, to conduct themselves in a manner that will not disturb the neighbor's peaceful enjoyment of their Dwelling Unit and the common areas and will abide by all reasonable rules and regulations adopted by the Landlord pursuant to Section 55-248.17 of the VRLTA. RESIDENT AGREES TO REFRAIN FROM PLAYING LOUD MUSIC AND FROM THE LITTERING OF AND LOITERING IN THE COMMON AREAS INCLUDING PARKING LOTS AND TO SHOW APPROPRIATE RESPECT FOR APARTMENT PROPERTY.

**Pets** 17. Residents shall not without the prior written consent of Landlord, have or permit anyone else to have a pet of any kind (except for qualified service animals) in the Dwelling Unit and the Premises. If written consent is given, Resident agrees not to allow pets to run loose or disturb other Residents on or around the grounds, and to keep such pets on leashes at all times. PETS THAT BECOME A DANGER TO OTHER RESIDENTS OR THE MAINTENANCE STAFF BY BARKING OR OTHER ACTS MUST BE REMOVED FROM THE DWELLING UNIT AND THE PREMISES WITHIN TEN (10) DAYS OF WRITTEN NOTICE FROM LANDLORD. Landlord reserves the right to govern the kind, size and number of pets. Resident also agrees to make an additional pet Security Deposit in an amount per pet to be determined by Landlord and to be responsible for any and all damages caused by pets, including the cost of exterminating for fleas. RESIDENT ACKNOWLEDGES THAT VIOLATION OF THIS SECTION SHALL CONSTITUTE A DEFAULT OF THIS LEASE AND WILL BE CAUSE FOR TERMINATION OF THIS LEASE.

**Legal Costs/Interest** 18. Resident shall pay all court costs and reasonable attorney's fees (as permitted by applicable law) incurred by Landlord in enforcing by legal action or otherwise, any of Landlord's rights under this Lease, which shall constitute a minimum of twenty-five percent (25%) of the amount sued for. Resident shall also pay, in addition to any other fees set forth in this Lease, interest at the rate of twelve percent (12%) per annum, or such higher rate as may be permitted by law on rent which is in default from the date rent was due and payable.

**Inspection Repairs Showing** 19. Landlord shall have reasonable access to the Dwelling Unit for lawful purposes including but not limited to maintenance and showing the Dwelling Unit to appropriate persons. Landlord will give Resident at least twenty-four (24) hours written notice, unless impractical to do so, of routine maintenance to be performed that has not been requested by Resident. Landlord may enter the Dwelling Unit without Resident's consent in cases of emergency.

**Water Beds** 20. Residents shall not without the prior written consent of Landlord have a water bed in the Dwelling Unit. If consent is given, Resident agrees to make an additional security deposit to be determined by Landlord and to be responsible for any and all damage caused by the water bed.

**Draperies** 21. Within one (1) week from date of occupancy, Residents shall install draperies with white or off white backing or blinds acceptable to Landlord on all windows that are not supplied with blinds by Landlord.

**Default** 22. Action Taken By Landlord Upon Default By Resident. a. Material Noncompliance by Resident. Any material noncompliance committed by Resident, the children, other family members or authorized occupants of Resident, or guests or invitees of Resident, with any obligation imposed upon Resident by the terms and conditions of this Lease, the Rules and Regulations, or Virginia law, may, at Landlord's option, be grounds for termination of Resident's right to continue to live in the Dwelling Unit.  
b. Material Noncompliance by Resident Failing to Pay Rent When Due. Resident's rent is due and payable on the first (1st) day of each calendar month. If Resident fails to timely pay rent due, Resident is in default. Landlord may serve a five-day (5-day) material noncompliance notice for failure to pay rent, and Landlord may terminate this Lease in accordance with VRLTA if the material noncompliance is not remedied.  
c. Material Noncompliance by Resident Which Can Be Remedied Within Twenty-One (21) Days. If Resident commits this type of material noncompliance, Landlord may give Resident a material noncompliance notice stating that if Resident does not cure the specified noncompliance(s) within twenty-one (21) days, if the noncompliance(s) are remediable at all, the Landlord will terminate this Lease in thirty (30) days.  
d. Material Noncompliance By Resident Previously Remedied, But Repeated by Resident. If Resident has been given a prior written notice which required Resident to remedy a breach and Resident remedied such breach, where Resident intentionally commits a subsequent breach of a like nature as the prior breach, Landlord may give Resident a "Repeat Violation of Lease Notice", make reference to the prior breach of a like nature, and state that the Lease will terminate in thirty (30) days for reasons stated therein.  
e. Material Noncompliance By Resident, Which Cannot Be Remedied/Drug Free Housing Required. If Resident commits a material noncompliance, which is not remediable, Landlord may give Resident a termination notice stating that the Lease will terminate in thirty (30) days for the reasons stated therein. If a breach of Resident's obligations under the VRLTA or the Lease involves or constitutes a criminal or willful act, which is not remediable and which poses a threat to health or safety, the Landlord may terminate the Lease immediately and proceed to obtain possession of the Dwelling Unit as provided for under Section 55-248.31 of the VRLTA. Resident and any other persons in or about the Premises with consent of Resident, including but not limited to members of the family, guests or authorized occupants, shall not engage in criminal activities, or any activities intended to facilitate criminal activities including drug-related criminal activities, on the Dwelling Unit or Premises, common areas and streets. "Drug related criminal activities" means the illegal manufacture, sale, distribution, use or possession of an illegal drug. Neither Resident, guests or invitees of Resident, or authorized occupants of Resident will engage in the manufacture, sale, or distribution of illegal drugs at any location, whether in the Dwelling Unit on the Premises, or otherwise. Neither Resident, guests or invitees of Resident, or authorized occupants of Resident will engage in acts of violence, or threats of violence, including, but not limited to the unlawful discharge of firearms, on or near the Premises. A single violation of any of these provisions shall constitute a non-remediable violation of the Lease and justification for termination thereof. Criminal conviction is not required in order for Landlord to terminate the Lease. Nothing herein shall be construed to limit any remedies available under Virginia law for any criminal offenses committed by Resident.  
f. Material Noncompliance By Resident Which Can Be Remedied By Repairs, Cleaning, or Replacement. If Resident commits a material noncompliance which could be remedied by repair, cleaning, or replacement, Landlord may place Resident on notice that Landlord is going to make the repair, cleaning, or replacement on a certain date, and that the itemized bill for the same will be submitted to Resident as an obligation to Landlord which is payable as rent at the first of the next month. The failure of Resident to pay the bill as required will result in a material noncompliance for failure to pay rent for which the Landlord may terminate the Lease,

in accordance with subsection "b" of this section, or will result in a monetary obligation for which Landlord may file a civil warrant in debt and recover a judgment in the appropriate court.

g. Remedies Available to Landlord Upon Termination of Lease. Upon termination of the Lease, Landlord may, in addition, seek a money judgment for any physical damages there may be to the Dwelling Unit, or to other areas of the Premises. Landlord may, further, seek a money judgment for any actual damages sustained as a result of Resident's default and breach of the Lease, including but not limited to what would have been the rent for the balance of the term of the Lease, or until the Dwelling Unit has been re-rented. In such event, Resident authorizes owner to use the information in this Lease and the accompanying application to access and update the investigative reports set forth in the application to enforce the rights of Landlord herein. Upon termination of the Lease, Landlord shall handle the security deposit as provided herein.

- Acceptance of Rent with Reservation** 23. Unless Landlord accepts the rent with reservation, and gives a written notice to Resident of such acceptance in accordance with the VRLTA, acceptance of periodic rental payments with knowledge of a material noncompliance by the Resident constitutes a waiver of Landlord's right to terminate the Lease. If Landlord has timely given Resident written notice that the periodic rental payments have been accepted with reservation, Landlord may accept full payment of all rental payments, damages and other fees and still be entitled to receive an order of possession terminating the Lease, as provided in Section 55-248.34 of the VRLTA. Any rental payment received after judgment and possession has been granted to Landlord against Resident, but prior to eviction, will be accepted with reservation, in accordance with the VRLTA and will be applied to the judgment amount, including the late charges, applicable costs and attorney's fees, but will not affect the pending eviction pursuant to the order of possession granted by a court of competent jurisdiction. Further, the acceptance of the said amount with reservation in no way creates a new landlord/tenant relationship with Resident.
- Waiving of Breach** 24. If Landlord waives a noncompliance by Resident with the Lease, including any addenda attached hereto or with applicable laws or regulations, such waiver(s) shall not be interpreted as a waiver of any subsequent breach of noncompliance and this Lease shall continue in full force and effect.
- Financial Responsibility** 25. If the Landlord or Managing Agent are required to pay money or other consideration to Resident, Resident agrees that such financial obligations will be satisfied solely from the Premises and the real estate and the improvements of which it is a part, or the proceeds thereof. Landlord and its Managing Agent will incur no separate liability for any such financial obligation.
- Termination Renewal Holdover** 26. Either party may terminate this Lease at the end of its term by giving the other written notice in accordance with Section 33 of this Lease, on or prior to ninety (90) days prior to the expiration thereof; but, in absence of such notice, this Lease shall be automatically renewed upon the same terms and conditions as are herein contained except as provided below, for a further period of one (1) year, and will continue to extend for additional one (1) year periods until terminated by either party hereto giving the other written notice at least ninety (90) days prior to the expiration of the then current term. During any renewal of this Lease, Landlord may increase the monthly rental for the remainder of such term (with such increased rental rent to continue in subsequent renewal terms until modified as provided herein), upon a seventy-five (75) day written notice to Resident, in which case Resident shall have the option to terminate this Lease, effective upon the expiration of the seventy-five (75) day period, by written notice delivered to Landlord within fifteen (15) days of Resident's receipt of notice of such increase. Landlord may increase the monthly rental for subsequent renewal terms upon written notice to Resident, at least one hundred (100) days prior to the expiration of the current term. The increased rental will be presumed to have been accepted by the Resident unless the Resident gives ninety (90) days prior written notice to terminate as provided in the first sentence of this paragraph. If Resident remains in possession of the Dwelling Unit after the required departure date following the termination of this Lease, Resident is liable for the damages sustained by Landlord, or Managing Agent, including but not limited to storage, hotel, meals, mileage, and other related charges, payable to the new Resident, or at Landlord's election, a rate of one hundred dollars (\$100.00) per day for each day Resident stays in possession of the Dwelling Unit after the vacating date, as well as for the payment of the fair market rent as determined by computing the prorata rental for the apartment premises multiplied by the number of days which Resident holds over. Nothing herein shall be deemed to create a right on the part of Resident to holdover after the required departure date.
- Military** 27. Resident may terminate this Lease if such Resident enters military service in the U.S. Armed Forces during the term of the Lease. Resident may also terminate the Lease if Resident is a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty for a period of more than 30 consecutive days; and is either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, (iii) relieved or released from active duty, or (iv) ordered to report to a government supplied quarters resulting in the forfeiture of basic allowance for quarters. Resident must furnish a copy of any permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After Resident has delivered written termination notice, the Lease will be terminated under this military clause 30 days after the date the next rental payment is due. After such termination, Resident's security deposit, less lawful deductions will be returned as provided in the Lease. If Resident or any co-resident are a dependent of a servicemember covered by the Servicemembers Civil Relief Act, this Lease may not be terminated under this paragraph without applying to a court and showing that Resident's or co-resident's ability to comply with the Lease is materially affected by reason of the servicemember's military service. A co-resident who is not Resident's spouse or dependent cannot terminate the Lease under this military clause.
- Death Illness** 28. The foregoing terms, provisions and conditions notwithstanding, if during the term of this Lease or any renewal thereof, Resident dies, or because of a physical condition and under written doctor's orders, must move to a hospital or extended care facility or a similar type facility, Resident may terminate this Lease by giving Landlord thirty (30) days prior written notice from the next rent due date, and upon payment to Landlord of a termination fee equal to one month's rent, due on or before the effective date of termination. Rent will also continue to be due from Resident until the effective date of termination.
- Agency Disclosure** 29. Landlord hereby discloses, pursuant to Section 55-248.12 of the VRLTA, and any and all other applicable federal or state regulations, that Great Eastern Management Company, a Virginia Corporation is the authorized managing agent (Managing Agent) for the Dwelling Unit, with full and complete authority to engage in all aspects of the management of the Premises on behalf of the Landlord. Landlord, as referred to in the Lease, shall be deemed to include Landlord, Managing Agent and/or their designated employees and representatives.
- Rent Controls** 30. In the event rent controls are imposed by any governing body, Resident agrees that the monthly rent due hereunder may be adjusted upon renewal to include Landlord's actual cost increases for taxes, insurance, utilities and maintenance and upkeep.
- Keys** 31. In the event Resident gets locked out of the Dwelling Unit, or Resident's keys are lost, additional keys can be obtained from Managing Agent, and a fee shall be charged of \$5.00 during office hours. LOCK-OUT SERVICES AFTER OFFICE HOURS ARE NOT PROVIDED.
- Discrimination** 32. Landlord and Managing Agent are equal opportunity housing providers and do not discriminate in the provision of services or in any other manner on the basis of race, creed, color, religion, sex, national origin, familial status, elderliness, handicap or any other protected status.
- Notice** 33. All notices between Landlord and Resident shall be given in accordance with Section 55-248.6 of VRLTA, which provides for written notice to be given by regular mail, postage prepaid, or by hand delivery, with the party giving notice retaining sufficient proof of mailing or delivery. The address of the Resident shall be the address of the Dwelling Unit. For purposes of notice of Lease termination or renewal pursuant to Section 26 of this Lease, the address of the Landlord shall be the Management Office. For all other purposes, the address of the Landlord shall be in care of Great Eastern Management Company, P.O. Box 5526 (2619 Hydraulic Road) Charlottesville, Virginia 22905-5526 (22901) or at such other address as Resident may be given notice.
- Responsible Parties** 34. It is agreed that when more than one person signs this Lease, the obligations and responsibilities hereunder shall be joint and several. This Lease may be signed in counterparts or by facsimile with the same force and effect as if original signatures were on one Lease.
- Total Agreement** 35. This Lease contains all of the agreements and understandings between the parties hereto except such other written agreements that refer to this Lease and are executed by the parties. Notwithstanding the foregoing, the Property Rules and Regulations and all ADDENDA hereto shall be a part of this Lease. No modification or addition to it shall be binding unless signed by the parties hereto.

The covenants, conditions and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Wherever the context so requires, singular numbers used in the Lease shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

**Captions** 36. The captions contained herein are provided as guides only and are not to be used in construing the Lease.

**Mortgage Clause** 37. Notwithstanding anything in this Lease to the contrary, this Lease is and shall be junior and subordinate to all present and future mortgage financing secured by the Premises and/or the Dwelling Unit. Resident does hereby constitute and appoint Managing Agent, irrevocably, as Resident's attorney in fact, to execute any certificate for and in behalf of Resident in order to effectuate subordination of this Lease, in compliance with provisions of this Section.

**Governing Law** 38. This Lease shall be governed by the laws of the Commonwealth of Virginia. If any term, provision, or condition of this Lease violate any law, it is agreed that the remaining terms, provisions or conditions remain in full force and effect.

In Witness Whereof, the parties have signed this Lease, and acknowledge receipt of a copy of same.

BY: \_\_\_\_\_ Representative for Great Eastern Management Company, Agent

1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_  
Resident Resident Resident

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