



Revised 8/15

### VIRGINIA RESIDENTIAL LEASE

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

This LEASE is made on \_\_\_/\_\_\_/\_\_\_ between Owner and Tenant jointly and severally, who have agreed as follows:

Owner (herein referred to as "Owner") does hereby lease and demise unto Tenant, and Tenant does hereby lease and take from Owner the Dwelling Unit (hereinafter described as the "Dwelling Unit") on the terms and conditions set forth in this Lease.

**For more information, visit [www.KingandQueenApts.com](http://www.KingandQueenApts.com)!**

1. DEFINITIONS. Whenever the following capitalized words are used in this Lease, they shall have the meanings shown below:

OWNER:  
**King & Queen Apartments, LLC**

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PREMISES:  
**732 Scotland Street**

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**Williamsburg, VA 23185**

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APARTMENT/UNIT # \_\_\_\_\_  
 A 1-BEDROOM, 1-BATH APARTMENT/UNIT

YEAR BUILT: **1964**

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LEASE COMMENCEMENT DATE  
 \_\_\_/\_\_\_/\_\_\_ at 9:00 AM

LEASE ENDING DATE  
 \_\_\_/\_\_\_/\_\_\_ at 12:00 NOON

RENEWAL NOTICE PERIOD: **90** days  
*If notice to renew is not received by renewal notice period, the Lease will terminate at the Lease ending date.*

NOISE ZONE: **City of Williamsburg**  
**Ordinance Article V**

TENANT:  
 \_\_\_\_\_

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MAXIMUM OCCUPANCY: **2**

SECURITY DEPOSIT: \$ **1000**  
 TO BE HELD BY AGENT

TOTAL RENT DUE: \$ \_\_\_\_\_  
*Total rent due for lease term.*

FIRST MONTH'S RENT: \$ \_\_\_\_\_

MONTHLY RENT: \$ \_\_\_\_\_

LAST MONTH'S RENT: \$ \_\_\_\_\_  
*All Rent payments are to be paid on the first (1<sup>st</sup>) day of each month.*

LATE DATE: **4** DAYS AFTER DUE DATE.  
*All Rent payments are to be received by the fifth (5<sup>th</sup>) day of the month.*

LATE FEE: **10% of monthly rent**

RETURNED CHECK CHARGE: \$ **50**

AGENT: (company)  
**Howard Hanna William E. Wood**

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**800 Newtown Road**

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**Virginia Beach, VA 23462**

UTILITIES PAID BY OWNER:  
**Water (except for Hot Water)**

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**Recycling, Trash Pick-up**

UTILITIES PAID BY TENANT:  
**Electricity, Sewer, Fuel for Heat & Hot Water, Cable, Internet**

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APPLIANCES INCLUDED:  
**Electric Range, Range Hood, Refrigerator**

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PERSONAL PROPERTY INCLUDED  
**A/C Drip Pans, Basket Strainer, Drain Filters, Window Blinds, Window Screens**

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AMENITIES INCLUDED: **Parking\***  
 \* Parking policy is outlined in the Rules & Regulations.

- LEASE OF PREMISES. Owner leases the Premises to Tenant on the following terms for use only as a private dwelling unit and for occupancy by no more than the Maximum Occupancy.
- APPLICABLE VIRGINIA LAW. This Owner/Tenant relationship is within the purview of Chapter 13.2 of Title 55 of the Code of Virginia (1950), as amended, generally known as the Virginia Residential Owner Tenant Act (the "VRLTA").
- REALTOR® DESIGNATED OWNER'S AGENT. Owner appoints Agent, as Owner's authorized Agent in connection with this Lease. Agent is authorized to manage the Premises on behalf of Owner, and is authorized to act on behalf of Owner, including for purposes of service of process and receiving and receipting for notices and demands. Any action taken or waiver given by Agent shall be effective as if taken or given by Owner. Owner and Tenant agree that Agent is an intended beneficiary of this Lease and shall be entitled to enforce this Lease. Owner and Tenant confirm that in connection with this transaction Agent represents Owner. Tenant acknowledges that this agency relationship was disclosed in this Lease or the application, whichever was given to the Tenant first.
- The Term shall begin at 9:00 AM on the Commencement Date and end at 12:00 NOON on the Ending Date. THIS LEASE SHALL TERMINATE AT THE END OF THE TERM unless either party gives the other party written notice to renew at least ninety (90) days.

6. RENT.

- a. Rent Payments. Tenant shall pay the Initial rent with this lease for the initial, partial month. Thereafter, Tenant shall pay Rent by check or money order monthly in advance on the first (1<sup>st</sup>) of each month WITHOUT DEDUCTION, OFFSET OR DEMAND at Agent's address above or such other address as may be designated by the Agent. Owner is authorized to accept prepaid Rent in accordance with the provisions of the VRLTA.

If the Lease Commencement Date falls on a day other than the first of a calendar month, Rent for the first month shall be prorated according to the number of days that Tenant will occupy the Dwelling Unit during such month. If the Lease Ending Date falls on a day other than the last day of a calendar month, Rent for the last month shall be prorated according to the total number of days during which Tenant occupies the Dwelling Unit during such month.

As used in this Lease and under the VRLTA, "Rent" means all money, other than a security deposit, including but not limited to, late fees, bad check fees, costs incurred by Owner to repair damage for which Tenant is responsible, and utility charges owed by Tenant and paid to Owner under this Lease, including prepaid Rent paid more than one month in advance of the Rent due date.

**Only one rent check will be accepted per apartment each month. The rent check must note the Apartment/Unit number to which the rent check is to be credited.** Owner or Agent reserves the right to require that all Rent payments be made by automatic or electronic payment.

**Postdated checks are not accepted.**

- b. Late Payment. If any Rent is not received by Agent by the Late Date, Tenant shall pay the Late Fee. Any rental payment received after legal action has been initiated by Owner shall be accepted with reservation and shall be applied to delinquent rent due, late charges applicable costs and attorney's fees but will not affect any legal action instituted by Owner against Tenant to recover delinquent rent and possession of the Dwelling Unit.

Returned Checks. Each check returned for insufficient funds or otherwise, or other drafts (including, without limitation, automatic or electronic payments) made on insufficient funds will result, in addition to the Late Fee, the face amount of the check or other draft and all other amounts recoverable by Owner pursuant to this Lease or by law: (i) a reimbursement of bank charges for a bad check up to the amount of \$50; (ii) a bad check processing fee in the amount of \$50; and (iii) a civil recovery for a bad check in the amount of \$250. These charges will be included in the unlawful detainer summons or other civil action filed by Owner. If any of Tenant's checks, or automatic or electronic payments are returned for insufficient funds, Owner shall thereafter, at any time, have the option of requiring that all subsequent rent payments, including future Rent and any other charges, be in the form of Certified Funds (Cashier's Check or Money Order).

- c. Application of Payment. All Rent payments shall be applied first to past due Rent and other charges owed by Tenant. The remaining portion of such payments, if any, shall be applied to current Rent. Owner may apply any payments received to any obligations then owed by Tenant, in any order and in Owner's discretion.

7. UTILITIES.

- a. Tenant shall maintain and pay for all utilities and services during the term of the Lease except the Included Utilities, which shall be paid by Owner. Owner shall not be liable for the failure to provide the Included Utilities or for the interruption of such services if such failure or interruption is due to any cause beyond the control of Owner. Tenant does not need to contact the utility company to set up heat and electric utilities. Owner will notify a Utility Billing Service with Tenant name(s), contact information and Lease Commencement Date and the utility usage in the Dwelling Unit will be put into Tenant's name.
- b. Tenant shall be responsible for making the necessary arrangements for utility connection and disconnection not included in Rent under this Lease. Owner is not required to provide access to utility companies. The Tenant shall be responsible for the installation and/or repair of telephone, cable and Internet lines. Any repairs and/or the adding of additional lines must be performed by a licensed professional in a workmanlike manner and at Tenant's sole expense.
- c. Essential services are defined by the VRLTA to include electric, heating fuel (natural gas or oil), water and sewer services. Tenant(s) are responsible for obtaining utilities not provided by Owner which may include and not be limited to electric and heating oil or gas services, and shall pay any deposits required by these utility companies. Owner, directly or through an affiliated entity, reserves the right to sub-meter any of these essential services, for which Tenant(s) will receive a monthly billing. As essential services, Owner cannot disconnect these services for nonpayment by Tenant(s), but the monthly billings constitute additional rent, as provided in this Lease, for which Owner has the right to seek a money judgment and an order of possession terminating the Lease. Owner is not liable for failure to provide these named essential services or for interruption of same if such failure or interruption is due to any cause beyond the control of Owner. If Owner elects to sub-meter any utilities, Tenant agrees to pay a proportionate share upon billing for any sub-metered services. If Tenant(s) fails to pay the charges for any of these

services listed in this subparagraph, Owner may, at its option, pay the same and the amount so paid shall be charged to Tenant as additional rent, payable with the next monthly installment of rent. Tenant affirmatively agrees to keep all essential utility services turned on, in and to the Dwelling Unit.

- d. Owner may provide a bundled package of nonessential services, directly or through an affiliated entity, which may include but not be limited to telephone, data, cable, internet access or video services. Tenant(s) may select from a menu of such services offered by Owner and will receive a monthly billing for such services. The monthly billings constitute additional rent, as provided in this Lease, for which Owner has the right to seek a money judgment and an order of possession terminating the Lease. As nonessential services, Owner also has the right to disconnect any or all of such services for nonpayment of the monthly billings by Tenant(s), as provided in a separate written agreement for these services. Owner is not liable for failure to provide these nonessential services or for interruption of same if such failure or interruption is due to any cause beyond the control of the Owner. Tenant shall be responsible for any damage caused by their failure to comply with this requirement.
  - e. Tenant acknowledges that owner has installed submetering equipment or energy allocation equipment for purposes of determining the cost of electricity and heat usage, either oil or gas, for each apartment. In addition, Tenant acknowledges that the cost of the utilities, either oil or gas, to provide hot water in each apartment will be allocated to each apartment by the Owner 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 Owner. For purposes of RUBs, Owner will divide all or part of the total oil or gas bill which the Owner receives from a utility company by the number, size and type of units on the Premises and bill Tenant for an appropriate prorated share of the utility costs using this formula. Such bill shall be due and payable as additional rent at the first of the next month. If Tenant fails to pay the utility bill, Owner may, at its option, pay the same and the amount so paid shall be charged to Tenant as additional rent. Tenant further acknowledges that Owner may contract with a third party for the purposes of such utility billing.
8. **HOLDOVER TENANT(S).** If this Lease or Tenant's right of possession is terminated and Tenant fails to vacate the Premises or the Unit when required, Owner may immediately bring an action for possession of the Premises. In addition, Tenant shall pay Owner rent at a rate equal to 150% of the rent payable immediately prior to termination, for each month, or part of a month, that Tenant fails to deliver possession of the Premises to Owner. Tenant shall also be liable for any and all actual damages Owner and Agent may incur as a result of Tenant's failure to vacate the Premises, including, without limitation, costs payable to a new Tenant for moving, storage, meals, lodging and mileage. Time is of the essence for all of Tenant's obligations under this Lease and nothing in this section shall be deemed to create a right on the part of Tenant to hold over after the termination date of this Lease.
9. **SECURITY DEPOSIT.** Tenant has deposited the sum specified herein as a Security Deposit to secure complete and faithful performance by Tenant of all terms and conditions of this Lease Agreement and the obligations imposed on Tenant by applicable Virginia law. Only one security deposit check will be accepted per Dwelling Unit on the Premises.
- a. **Disposition.** Pursuant to the VRLTA, Owner may apply all or part of the Security Deposit to the payment of accrued Rent and the amount of any damages that have been suffered by Owner, including but not limited to, physical damages, appropriate charges to Tenant not previously reimbursed to Owner, and actual damages for breach of this Lease, including attorneys' fees and costs. Owner shall have the right to apply the Security Deposit to non-Rent items first, and then to any unpaid Rent. Within forty-five (45) days after termination of the tenancy and return of possession of the Dwelling Unit by Tenant to Owner, Owner will provide Tenant with an itemized listing of all deductions made from the Security Deposit, and with payment of any amount due to Tenant. If damages to the Dwelling Unit and the Premises exceed the amount of the Security Deposit and require the services of a third-party contractor, Owner shall give written notice to Tenant advising of the fact within a forty-five-day period. If such notice is given, Owner shall have an additional fifteen-day period to provide an itemization of the damages and the cost of repair. If Tenant complies with all terms and conditions of the Lease and with the VRLTA, Owner will return to Tenant the Security Deposit, together with any accrued interest if required by law, within forty-five (45) days after termination of the tenancy and return of possession the Dwelling Unit to Owner by Tenant. Any interest earned on the Security Deposit in excess of that amount that Owner is required to pay to Tenant under the VRLTA will be retained by Agent to cover administrative costs.
  - b. The Owner shall:
    - i. Accrue interest at an annual rate equal to one percentage point below the Federal Reserve Board discount rate as of January 1 of each year on all property or money held as a Security Deposit. However, no interest shall be due and payable unless the Security Deposit has been held by the Owner for a period exceeding 13 months after the effective date of the Lease Agreement or after the effective date of any prior written or oral Lease Agreements with the same Tenant, for continuous occupancy of the same dwelling unit, such Security Deposit earning interest which begins accruing from the effective date of the Lease Agreement, and such interest shall be paid only upon termination of the tenancy, delivery of possession and return of the Security Deposit as provided

in Subsection a.

- ii. Maintain and itemize records for the Tenant of all deductions from Security Deposits provided for under this section which the Owner has made by reason of a Tenant's noncompliance with Section 55-248.16 during the preceding two years; and
  - iii. Permit Tenant or his authorized agent or attorney to inspect such Tenant's records of deductions at any time during normal business hours.
- c. Upon request by the Owner to a Tenant to vacate, or within five days after receive of notice by the Owner of the Tenant's intent to vacate, the Owner shall make reasonable efforts to advise the Tenant of the Tenant's right to be present at the Owner's inspection of the dwelling unit for the purpose of determining the amount of Security Deposit to be returned. If the Tenant desires to be present when the Owner makes the inspection, he shall so advise the Owner in writing who, in turn, shall notify the Tenant of the time and date of the inspection, which must be made within 72 hours of delivery of possession. Upon completion of the inspection attended by the Tenant, the Owner shall furnish the Tenant with an itemized list of damages to the dwelling unit know to exist at the time of the inspection.
- d. Forwarding Address. Tenant shall provide Owner written notice prior to vacating the Premises of their forwarding address so that Owner can forward to Tenant a statement explaining the disposition of the Security Deposit prior to the end of the 45 day period provided herein. If Tenant fail to give notice of a forwarding address, Owner shall send the Security Deposit statement to the last known address of Tenant, but will retain the Security Deposit refund, if any, until Tenant notify Owner of the appropriate address. If there are multiple Tenants on this lease, Owner will forward one refund check payable to all Tenants.
- e. Multiple Tenants. Where more than one Tenant signs the Lease Agreement, a deduction to be made from the Security Deposit will be joint and several, and Owner is not liable for any understanding or misunderstanding which may exist between two or more Tenants as to the portion of the Security Deposit that one Tenant may be entitled to, as opposed to another Tenant. Owner shall draw one check payable to all Tenants jointly, and forward same to forwarding address provided to Owner by written notice as required herein.
- f. Move-Out Inspection. Under applicable Virginia Law (the VRLTA), Owner will make reasonable efforts to provide Tenant with notice of a right to be present at the time of move-out inspection. Owner will include in the vacating notice sufficient language to inform Tenant of this right to be present. Tenant must make a written request to Owner to be present at such an inspection, and Owner will notify Tenant of the inspection times which will occur within 72 hours of delivery of possession. If Tenant fails to make such a request, or fail to schedule an inspection, Owner will proceed and do the move-out inspection without Tenant being present.
- g. Setoff Prohibited. Tenant shall have no right to deduct the Security Deposit from the rental payment for the last month of any term of this Lease Agreement.
- h. Owner's Successor Obligated for Security Deposit. If Owner transfers its interest in the Premises, Owner may transfer the Security Deposit to the transferee and is thereafter released from all liability for the return of the Security Deposit to Tenant. If such a transfer occurs, Tenant shall look to the transferee solely for the return of the Security Deposit and to release Owner and/or Agent, as the case may be, from all obligations and liability relating to the Security Deposit.
- i. Damage Addendum (check appropriate box.)
- The Damage Addendum, attached hereto and incorporated by reference herein, establishes a tentative schedule of standard deductions to be utilized by Owner in assessing charges against Tenant for physical damages done to the Premises, with the exception of reasonable wear and tear. Owner reserves the right to alter the schedule if the repair costs should become higher than those listed. Owner further reserves the right to assess against Tenant for such damages the actual costs of the materials and repairs, if there is a variance between the tentative schedule and the actual bill for such materials and repairs. The Damage Addendum also establishes the tentative schedule for charges to be made by Owner against Tenant during the Term of the tenancy for any damages as may occur.
  - No Damage Addendum. Owner reserves the right to assess against Tenant the actual costs of any damages to the Premises or the property grounds, reasonable wear and tear excepted.
10. OWNER'S INABILITY TO DELIVER POSSESSION TO TENANT(S). If Owner is unable to deliver possession of the Premises to Tenant on the beginning date of this Lease Agreement, through no fault of Owner, Owner is not liable to Tenant for any damages other than to rebate any rent paid by Tenant in advance and to return any Security Deposit which has been paid by Tenant. If Owner cannot deliver possession of the Premise or provide Tenant with a similar residential unit acceptable to Tenant within fifteen (15) days of the beginning date of this Lease Agreement, this Agreement can be terminated by either Owner, or Tenant by giving notice provided herein.

## 11. INSPECTION AND CONDITION OF LEASED PREMISES.

- a. Move-in Inspection Report. Owner shall submit a written report to Tenant, for his safekeeping, itemizing damages to the dwelling unit existing at the time of occupancy, which record shall be deemed correct unless Tenant objects thereto in writing within five (5) days after receipt thereof. If Tenant prepared the written report of the move-in inspection, Tenant shall submit a copy to Owner, which record should be deemed correct unless Owner objects thereto in writing within five days after receipt thereof. If Owner and Tenant prepare the written report of the move-in inspection jointly, both Owner and Tenant shall sign the said written report and receive a copy thereof, at which time the report shall be deemed correct. Tenant hereby acknowledges that the move-in inspection report reflects that there is no visible evidence of mold in the Dwelling Unit. If the report states that there is visible evidence of mold in the dwelling unit, Tenant shall have the option to terminate the tenancy and not take possession or remain in possession of the Dwelling Unit. If Tenant requests to take possession, or remain in possession, of the Dwelling Unit, notwithstanding the presence of visible evidence of mold, Owner shall promptly remediate the mold condition but in no event later than five business days thereafter and re-inspect the Dwelling Unit to confirm there is no visible evidence of mold in the Dwelling Unit and reflect on a new move-in report that there is no visible evidence of mold in the Dwelling Unit upon re-inspection.
- b. Locks. Owner, at Tenant's request and at Tenant's sole cost and expense, will have all locks on the Dwelling Unit rekeyed. Tenant may, at any time, ask Owner to: (i) install one keyed deadbolt lock on all exterior doors, if the Dwelling Unit does not already have one installed on each door; (ii) install a sliding door pin lock and/or a security bar on each sliding glass door; (iii) install one door viewer on each exterior door; and (iv) change or rekey locks during the Term. Owner will comply with any such request at Tenant's cost and expense, as reflected in the Damage Addendum, with all such costs to be paid by Tenant as additional rent with the next monthly payment of Rent by Tenant after receipt by Tenant of an invoice from Owner.

Tenant also agrees to surrender to Agent all keys the Dwelling Unit and any other amenities on the Premises on the date that Tenant vacates the Premises. The failure to return all keys and access cards will result in a deduction from the Security Deposit to compensate Owner for the cost of re-keying or re-programming the locks.

- c. New Locks Pursuant to Court Order. Any Tenant who has obtained an order granting such Tenant possession of the Dwelling Unit to the exclusion of one or more other Tenants or authorized occupants in accordance with the provisions of Section 55-248.18:1 of the Act may request Owner to install new locks or other security devices on all exterior doors of the Dwelling Unit. Tenant will reimburse Owner's actual costs for such new locks or security devices. All such costs will be paid by Tenant as additional rent with the next monthly payment of Rent by Tenant after receipt by Tenant of an invoice from Owner.

## 12. USE, OCCUPANCY AND MAINTENANCE

- a. Use. Tenant covenant the Premises will be used only as a dwelling unit in a manner that shall not disturb neighboring Tenants and shall not damage the Premises. Tenant shall not permit any guests or invitees on or about the Premises to either disturb neighboring Tenants or damage such Premises. No persons, other than those named as occupants and Tenant in Section 1 of this Lease Agreement, may occupy the Premises on a regular basis. For the purpose of this Lease Agreement, occupancy by an unauthorized person for more than seven (7) consecutive calendar days, or fourteen (14) calendar days in any calendar year, without prior written consent from Owner, will constitute occupation of the Premises on a regular basis and shall constitute a violation of this paragraph.
- b. Assignment/Sublease. Tenant shall not assign this Lease or sublet any portion of the Dwelling Unit without the prior consent of the Owner, which consent Owner will be under no obligation whatsoever to grant. Owner shall have the right to consider any assignment or sublease made without Owner's prior written consent void. Owner may assign this Lease at any time without the consent of Tenant.
- c. Transferring Dwelling Units. Transferring from one Dwelling Unit to another at the end of any lease period is only permitted under specific circumstances and only with the prior written consent of Owner.
- d. Compliance with Codes. Tenant shall discharge all obligations imposed by applicable building and housing codes material affecting health and safety, and shall keep the Dwelling Unit (and Premises), including plumbing and other fixtures, appliances and facilities, as clean and safe. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other fixtures, appliances and facilities in the Dwelling Unit (and on the Premises) and to maintain all utility services paid by Tenant on at all times during the Lease Term. Tenant shall be responsible for any and all damages caused by Tenant's failure to comply with this requirement. Tenant shall not install or use any other major appliances or equipment in the Dwelling Unit (or on the Premises) without prior written permission of Owner.
- e. Smoke Detectors. Tenant shall be responsible for reasonable care of smoke detectors in the Dwelling Unit in accordance with Section 55-248.16 Code of Virginia, and shall be responsible for interim testing and for providing written notice to Owner of the need for repair on any malfunctioning smoke detector. In the event that a smoke

detector is inoperative, the Tenant shall notice the Owner, in writing, within 24 hours. In accordance with Section 55-248.13 of the Code of Virginia, Owner, at Owner's expense, shall provide for the service, repair or replacement of smoke detectors in need thereof within five (5) days of receipt of written notice from Tenant that a smoke detector is in need of service, repair or replacement. Tenant shall not remove or tamper with a properly functioning smoke detector, including removing any working batteries, so as to render the smoke detector inoperative. Tenant shall test the smoke detector on a regular basis to assure that it is operative. **For violating this provision, Tenant shall pay a \$100.00 fee, per occurrence, due and payable immediately to the Owner.**

- f. **Carbon Monoxide Detectors.** Tenant shall have the right to install carbon monoxide detectors in the Dwelling Unit at Tenant's sole cost and expense in accordance with Section 55-248.17 of the VRLTA. Tenant shall not remove or tamper with a properly functioning carbon monoxide detector, including removing any working batteries, so as to render the detector inoperative. Neither Owner nor Agent is responsible in any way for the installation or use of a carbon monoxide detector installed by Tenant, and Tenant agrees to hold Owner and Agent harmless from any and all claims or losses arising therefrom, and to indemnify Owner and Agent from and against any and all claims, liability, loss or damage therefore.
- g. **Mold.** Tenant shall use reasonable efforts to maintain the Dwelling Unit in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify Owner, in writing, of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant. Tenant does hereby release Owner and 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 Owner and 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.

It is necessary for Tenant to provide appropriate climate control in the Dwelling Unit, to keep the Dwelling Unit clean and to take other measures to retard and prevent mold and mildew from accumulating in the Dwelling Unit. Tenant shall clean and dust the unit on a regular basis to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant shall not block or cover heating, ventilation or air conditioning ducts in the unit. Tenant shall immediately report to Management:

- i. any evidence of water leak or excessive moisture in the Dwelling Unit or Premises;
- ii. any 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 of the heating system in the unit; and
- iv. any inoperable windows, doors or bathroom exhaust fan.

Tenant shall be responsible for damage to the unit and Tenant's property as well as injury to Tenant and occupants resulting from Tenant(s) failure to comply with these terms.

- h. **Insects and Pests.** Tenant shall keep the Dwelling Unit free from insects and pests, and promptly notify the Owner of the existence of any insects or pests.
- i. Each Dwelling Unit is treated for insects and pests prior to Tenant's occupancy and bi-monthly thereafter (further defined herein as every other month) by a licensed extermination contractor. A Tenant who has concerns about specific insecticides or pesticides shall notify the Owner in writing no less than 24 hours before any scheduled insecticide or pesticide application, in accordance with Section 24 of this Lease. If the insect or pest problem is found to be the fault of the Tenant, Tenant shall be charged for the cost of the treatment. Additionally, if Tenant fails not notify Owner or extermination contractor of a pest or insect problem in the Dwelling Unit and the problem spreads to an adjacent dwelling unit, Tenant shall be responsible for the cost of extermination of the affected dwelling units.
  - ii. If the extermination contractor determines that there are bed bugs in the Dwelling Unit, Tenant shall be responsible for the cost of removal and extermination of the bed bugs, as well as any other costs associated with such extermination and treatment.
  - iii. For bi-monthly, routine treatments, **Tenant shall prepare the Dwelling Unit for the application of insecticides or pesticides in accordance with any written instructions of Owner or extermination contractor, and if insects or pests are found to be present, follow any written instructions provided by Owner to eliminate the insects or pests following the application of insecticides or pesticides. For more information, visit <http://KingandQueenApts.com>.** Tenant does hereby release Owner and Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or guests or invitees, and do hereby agree to indemnify and hold Owner and Agent harmless, from and against any and all losses, damages, claims, suits, costs (including reasonable attorneys fees and costs) or other liabilities whatsoever arising from the presence of insects or pests in the Dwelling Unit, and/or resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law.

iv. **If the exterminating contractor determines that the Dwelling Unit cannot be treated due to Tenant's failure to prepare the Dwelling Unit for the application of insecticides or pesticides in accordance with any written instructions of Owner or extermination contractor, Tenant shall be responsible for the cost of the trip charge that the exterminating contractor charges to come back to treat the Dwelling Unit.**

i. Compliance with Local Law. Tenant shall comply with any and all obligations imposed upon Tenant by applicable local, City of Williamsburg ordinances and Virginia law, including the VRLTA, as amended. Tenant shall comply with all Rules and Regulations of Owner.

**City of Williamsburg Ordinance - Article V, Noise Control, Secs. 12-70 through 12-77:**

**Sec. 12-72 (8) Large party nuisance.** Plainly audible sound between the hours of 11:00 p.m. and 7:00 a.m. that continues unabated for 30 minutes or more, and emanates from a gathering of ten or more people where the gathering is not completely contained within a structure, but spills outdoors into balconies, yards, common areas, parking lots, or other outdoor spaces and is plainly audible across a property line.

**Sec. 12-76. - Violations of article.** Any person who violates sections 12-72 or 12-73 shall be deemed guilty of a Class 2 misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$300.00 for the first offense, \$500.00 for the second offense within a 12-month period. Any subsequent offense within the same 12-month period shall be punishable as a class 1 misdemeanor. Each day the violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

**The complete Article V, Noise Control ordinance can be found at <http://www.williamsburgva.gov>.**

j. Conduct. Tenant shall conduct themselves and require other persons in his or her Dwelling Unit or on the Premises with Tenant's consent, whether known by Tenant or not, to conduct themselves in a manner free from objectionable, obnoxious, nuisance and/or criminal behavior on or about the Premises. Tenant shall not permit his or her family members, guests or invitees to make any noises that would unreasonably disturb or interfere with the rights of others or the peaceful, quiet enjoyment of their property. Tenants and their guests shall not congregate for social events or gatherings on porches or in parking lot.

Owner shall treat such behavior as a material non-compliance of this lease and notify Tenant accordingly.

k. Owner Obligations. Owner shall comply with the duties imposed on Owners in Section 55-248.13 of the VRLTA. However, Owner shall only be liable for the Tenant's actual damages proximately caused by Owner's failure to exercise ordinary care.

l. In addition to such other requirements as may be imposed upon Tenant by law or this Lease, Tenant agrees as follows (per Section 55-248.16 of the VRLTA):

Tenant shall:

- i. keep the Dwelling Unit in a good, clean, safe and sanitary condition;
- ii. comply with all applicable health and safety laws, rules and regulations;
- iii. use in a reasonable manner all utilities, services, facilities, appliances and equipment provided by Owner, and to keep all such items as clean and safe as their condition permits;
- iv. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other fixtures, facilities and appliances in the Dwelling Unit, and shall maintain such services at all times during the occupancy of the Dwelling Unit. Tenant shall be responsible for any damage caused by Tenant's failure to comply with this requirement. Tenant shall not use any other major appliances or equipment in the Dwelling Unit without Owner's prior written consent;
- v. keep all appliances and equipment in good and clean condition, with the exception of reasonable wear and tear;
- vi. not deliberately or negligently destroy, deface, damage or impair any part of the Dwelling Unit or the Premises (including fixtures, facilities and appliances) or permit any person to do so with or without Tenant's knowledge, and Tenant shall be responsible for any damage caused by Tenant's failure to comply with this requirement. Tenant shall give Owner prompt notice if any such damage occurs; and
- vii. conduct themselves, and require other persons on the Premises with their consent, whether known by Tenant or not, to conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment or that will create a nuisance.
- viii. not allow persons, other than Tenant and those named occupants to occupy the Dwelling Unit on a regular basis.
- ix. Tenant shall otherwise comply with the statutory obligations imposed on Tenant by Section 55-248.16 of the VRLTA.
- x. **Tenant agrees that the foregoing list of Tenant's responsibilities is not exclusive, but is in addition to any other requirements imposed upon Tenant by law or this Lease.**

13. PETS. Tenant shall not keep, allow or permit any animals or pets, wild or domestic, on or about the Leased Premises without the prior written consent of the Owner. Owner may withhold or condition that consent at Owner's discretion. If Tenant violates this provision of this Lease, it shall be considered a non-remediable breach of this Lease and Owner may

require Tenant to remove the animal or terminate this Lease. Regardless of Owner's consent, Tenant shall be liable for any damages caused by the animal, including carpet cleaning/replacement and pest treatment, even if not discovered until up to 30 days after the end of the Term. If Tenant permits an animal inside the Dwelling Unit, Tenant must have all carpets professionally cleaned & deodorized and the Premises professionally exterminated annually and at the end of the Term by companies approved by Agent, with receipts provided to Agent. This provision does not prohibit qualified service animals.

#### 14. PERSONAL PROPERTY OF TENANT(S).

- a. Renter's Insurance. All personal property placed in or about the Dwelling Unit or the Premises shall be at the sole risk of Tenant or the parties owning the same, and Owner shall not be liable for the loss, destruction, theft of, or damage to such property. Owner is not an insurer of Tenant's person, property or security. Except to the extent that it may be required by Virginia law, Landlord shall not be liable for any bodily injury or property damage suffered by Tenant or Tenant's guests or invitees either in, on or near the Dwelling Unit or Premises including, but not limited to, the public street or public or private parking places. Tenant should be responsible for its own and its guests' and invitee's security and property.

**TENANT(S) ARE REQUIRED TO OBTAIN INSURANCE COVERAGE FOR THEIR PERSONAL PROPERTY, KNOWN AS "RENTER'S INSURANCE". TENANT(S) AGREE TO PROVIDE OWNER SUFFICIENT PROOF OF SUCH INSURANCE PRIOR TO OCCUPANCY, AND TO NAME AGENT AS AN ADDITIONAL INSURED ON SUCH INSURANCE POLICY.** No possession of the Dwelling Unit and Premises will be granted until proof of insurance is provided. **Tenant must carry minimum liability coverage of \$300,000.**

Owner reserves the right to require Tenant to pay for the cost of renter's insurance obtained through Owner in accordance with the provisions of Section 55-248.7:2 of the VRLTA, in which case the actual costs for such insurance shall be charged to Tenant as additional rent.

- b. Abandoned Property. Any items of personal property left in or about the Dwelling Unit after Tenant abandon or otherwise vacate the Dwelling Unit will be considered abandoned property. Owner may dispose of abandoned property as Owner sees fit or appropriate, provided, however, that Owner has given Tenant one of the following types of notice, sent to Tenant last known address, address correction requested, prior to disposing of abandoned property:
  - i. a written notice of termination as required by this Lease or the VRLTA including a notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within twenty-four hours after termination;
  - ii. has given written notice in accordance with Section 24 of this Lease including notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within twenty-four hours after expiration of the seven-day period; or
  - iii. has given written notice to Tenant including a statement that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within twenty-four hours after expiration of a ten-day period from the date of such notice.
  - iv. Tenant shall have the right to remove its personal property from the Dwelling Unit or the Premises at reasonable times during the twenty-four hour period after termination or during normal business hours until Owner has disposed of the remaining personal property of Tenant. During such twenty-four hour period and until Owner disposes of the remaining personal property of Tenant, Owner shall have no liability for risk of loss of such property.
- c. Death of Tenant. If a Tenant who is the sole occupant of the Dwelling Unit dies, and there is no person authorized by order of a circuit court to handle probate matters for the deceased Tenant, Owner may dispose of any personal property left by such Tenant upon giving at least ten (10) days written notice in accordance with Section 55-248.38:3 of the VRLTA. Such notice shall include a statement that any items of personal property left in the dwelling unit shall be treated as abandoned property and disposed of, if not claimed within thirty (30) days, subject to subsection (b) hereof.

#### 15. MILITARY.

- a. Any Tenant who is a member of the armed forces of the United States or a member of the Virginia National Guard serving on fulltime duty or a Civil Service technicians with a National Guard unit may, through the procedure detailed in subsection (b) of this section, terminate this Lease if the Tenant (i) has received permanent change of station orders to depart thirty-five miles or more (radius) from the location of the Premises; (ii) has received temporary duty orders in excess of three months' duration to depart thirty-five miles (radius) from the location of the Premises; (iii) is discharged or released from active duty with the armed forces of the United States or from full-time duty or technician status with the Virginia National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.



- b. If Tenant qualifies to terminate this Lease pursuant to subsection (a) of this section, Tenant may do so by serving on Owner a written notice of termination at least thirty (30) days prior to the next Rent due date. The termination date shall be no more than sixty (60) days prior to the date of departure necessary to comply with the official orders. Prior to the termination date, Tenant shall furnish Owner with a copy of the official notification of the orders or a signed letter, confirming the orders, from Tenant's commanding officer.
  - c. Nothing in this section shall limit the amount of the Security Deposit that Owner may retain as provided in section 4 of this Lease.
  - d. Owner reserves the right to require, as a condition of this Lease, that Tenant execute a waiver of all or part of the rights the Tenant may otherwise have under the Servicemembers Civil Relief Act.
  - e. If no waiver of rights under the Servicemembers Civil Relief Act is required by Owner, in the event of a nonpayment of rent by Tenant, Owner reserves the right to request an allotment from the pay of the Servicemember Tenant as permitted in the Servicemembers Civil Relief Act.
16. ACCESS TO THE PREMISES BY OWNER AND ITS DULY DESIGNATED REPRESENTATIVE(S).
- a. Owner, it's Agent or duly designated representative may enter the Premises upon reasonable notice to Tenant and at reasonable times to:
    - i. Inspect the Premises;
    - ii. Make necessary or agreed repairs, decorations, alterations or improvements;
    - iii. Supply necessary or agreed services;
    - iv. Exhibit the Dwelling Unit and Premises to prospective or actual mortgagees, Tenants or purchasers, workmen, contractors and/or appraisers.
    - v. Place "For Sale" signs on the Premises after notice of termination of this Lease has been given; and
    - vi. Place "For Rent" signs on the Premises.
  - b. If Tenant refuses to allow or prevent access to Owner as provided herein, Owner may obtain injunctive relief to compel access or may terminate this Lease Agreement. In either case, Owner may recover actual damages and reasonable attorney's fees.
  - c. Tenant shall give Owner notice of any anticipated extended absence of Tenant from the Premises in excess of seven (7) days. During such absence of Tenant, Owner may enter the Premises at times reasonably necessary to protect the Premises. In the event that Tenant fails to give such notice, Owner may recover from Tenant any actual damages sustained and shall have all other rights provided by law. If Owner cannot determine whether Tenant has abandoned the Dwelling Unit, Owner may serve written notice on Tenant requiring Tenant to give Owner written notice within seven days that Tenant intends to remain in occupancy of the Dwelling Unit. If by the end of such seven-day period Owner has not received such notice or has otherwise determined that Tenant has abandoned the Dwelling Unit, the Dwelling Unit shall be presumed abandoned and this Lease shall be terminated as of such date.
  - d. In case of an emergency, or in case it is impractical for Owner to give reasonable notice to Tenant of Owner's intent to enter the Premises or to safeguard the Premises, to prevent damage to the Premises, or in the case where the Premises has been abandoned or surrendered by the Tenant, the Premises may be entered by the Owner and their dully designated representative without notice to Tenant.
17. PHOTOGRAPHY. Owner and Tenant hereby acknowledge that Agent may take interior and exterior photographs or videos for the purpose of documenting the condition of, or advertising the property by using the multiple listing computer system and the Internet. Such photographs may be digitized, reproduced, published, transmitted, disseminated, and displayed in any form or manner, without limitation by Agent, Agent's Broker, and the multiple listing service in and through online realty information services or other forms of electronic distribution, and in books, displays, publications and newspapers as well as any other use, media, or means to aid in the rental or sale of the property.
18. RULES AND REGULATIONS. Tenant shall abide by all existing Rules and Regulations of Owner, applicable to the Premises, and by such other rules and regulations which may be imposed from time to time by Owner. Tenant acknowledge that he or she has read such existing Rules and Regulations, a copy of which is attached to and made a part of this Lease Agreement. Tenant acknowledges that any violation of the Rules and Regulations by Tenant or others on the Premises with the consent of Tenant shall be considered a material noncompliance or breach of this Lease Agreement for which Owner shall be entitled to appropriate relief under Virginia law, and Owner may assess Tenant a \$50.00 fee in addition to any other costs or expenses suffered by Owner.
19. LIABILITY OF OWNER/AGENT. Neither Owner nor Agent shall be liable for any matters outside the dominion or control of Owner or Agent so long as there is no gross negligence on their parts, including but not limited to: failure of utilities or services; acts of God injury or damage to persons or property either caused by or resulting from falling plaster, dampness, overflow or leakage upon or into the Premises 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. Tenant acknowledges that any security measures provided by Owner or Agent will not be treated by Tenant as a further assurance or guarantee against crime or of a reduction in the risk of crime. Owner and Agent will not be liable to Tenant 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. Owner and Agent will not furnish security personnel, security lighting, security gates or fences, or other forms of security. If the employees of Owner or Agent are requested to render services not contemplated in this Lease, Tenant will hold Owner and Agent harmless from any and all liability for same. If information on Tenant's rental history is requested by others for law enforcement or business purposes, Owner may provide same in accordance with the "Tenant Consent Form." Owner and Agent, in addition, shall not be liable under any circumstances of Tenant's failure to provide Owner or Agent with prompt notice of any such conditions existing in the Dwelling Unit or Premises. Tenant hereby releases Owner and Agent from any and all liability and agrees to indemnify Owner and Agent for such losses, with respect to Tenant, and all authorized occupants and guests or invitees of Tenant.

20. **CASUALTY DAMAGE.** In the event of damage to the Dwelling Unit by fire or other casualty, Owner shall repair the same within a reasonable period of time after service upon Owner of written notice of such damage by Tenant. If, in the sole determination of Owner, such damage does not render the Dwelling Unit substantially impaired or require repairs requiring Tenant to vacate the Dwelling Unit, Owner shall repair the same within a reasonable period of time after service upon Owner of written notice of such damage by Tenant, and Rent shall not abate during the period of such repairs. If the Premises or any part thereof is damaged by fire or other casualty to such an extent that enjoyment of the Premises, in the sole determination of Owner, the Dwelling Unit has been rendered uninhabitable is substantially impaired, the Tenant may immediately vacate the Premises and within fourteen (14) days thereafter, serve on Owner a written notice of the intention of Tenant to terminate this Lease Agreement, in which case this Lease Agreement terminates as of the day of vacating, and rent shall abate as of the date of the casualty. In the event that Owner and Tenant cannot agree as to the question of habitability, the decision of the building inspector for the locality where the Premises are located will control this regard. However, if Owner reasonably believes that Tenant, Tenant's guests, invitees or authorized occupants were the cause of the damage or casualty, Owner shall so notify Tenant and make disposition of the Security Deposit and prepaid rent by advising Tenant that such funds will be held until a determination is made of the amount of damages caused by Tenant's acts. Owner shall have the right to apply the Security Deposit and prepaid rent to the damage so caused by Tenant, Tenant's guests, invitees, or authorized occupants. Except as otherwise provided herein, Tenant and Owner do hereby otherwise release each other from any and all liability, loss, damage or claim resulting from any casualty and agree to secure from their insurers acknowledgement of such release and a waiver of any rights of subrogation.
21. **REPRESENTATIONS IN RENTAL APPLICATION.** The Lease Agreement was entered into based upon the representations of Tenant contained in the Rental Application which becomes a part of this Lease. If any of these representations are found to be misleading, incorrect or untrue, Owner may immediately terminate this Lease Agreement due to non-remediable breach of Lease and notify Tenant to vacate the Premises. During the course of this tenancy, Tenant agrees to notify Owner in writing of any changes of information in his application.
22. **CONDEMNATION.** If all, or a substantial part, of the Premises shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this Lease Agreement and all rights of Tenant under it shall immediately terminate. The rent shall be adjusted as of the time of such acquisition, but Tenant shall have no claim against Owner for any value of the unexpired Term, nor shall Tenant be entitled to any part of the condemnation award or purchase in lieu of such award.
23. **FINANCIAL RESPONSIBILITY.** If Owner is required to pay money or other consideration to Tenant, Tenant agree that such financial obligation will be satisfied solely from Owner's estate and interest in the Premises, and the real estate upon which the said Premises are situated, and the improvements of which it is part, or the proceeds thereof, so that Owner will incur no individual liability for such financial obligation.
24. **NOTICE.** All notices shall be in accordance with Section 55-248.6 of the VRLTA, which provides for written notice to be given by regular mail or by hand delivery, with the party giving notice retaining a certificate of mailing, or delivery of the notice, as the case may be. Notice to the Owner will be given to the Agent's Office or to such other place as may be specified by Owner or Agent. Notice to Tenant will be given to the address of the Dwelling Unit. Owner reserves the right for Owner and Tenant to send notices in electronic form; however, if Tenant so requests, Tenant may elect to send and receive notices in paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery.
25. **CANCELLATION.** Owner or Tenant may terminate this Lease Agreement effective at the end of the initial term of this Agreement or at the end of any subsequent term, upon written notice given to other party at least ninety (90) days prior to the effective date of such termination. Tenant, in addition to providing sufficient notice to Owner of an intention to terminate, must be current in rental payments; must surrender possession of the Premises in good condition, with the exception of reasonable wear and tear; and must pay for all damages or assessments for damages made by Owner against

Tenant, in accordance with the schedule for physical damages contained in the Damage Addendum, other provisions of this Agreement, or as Owner shall see fit.

26. ACTION BY OWNER UPON DEFAULT BY TENANT(S). Under Virginia law, and this Lease Agreement Owner may terminate this tenancy during the term of the Lease Agreement upon any one or more of the following:

- a. Material Noncompliance by Tenant Failing to Pay Rent When Due. Tenant's rent is due and payable on the first (1st) day of each calendar month. If Tenant fails to pay such rent after Owner has served a five (5) day notice of material noncompliance for failure to pay rent, Tenant shall be in default, and Owner may terminate this Lease and Tenant's right to possession in accordance with law and seeks such damages as are appropriate under this Lease and the VRLTA. If a check for rent is delivered to the Owner drawn on an account with insufficient funds, or if an electronic funds transfer has been rejected because of insufficient funds or a stop-payment order has been placed in bad faith by the authorizing party, and the Tenant fails to pay rent within five days after written notice is served on him notifying the Tenant of his nonpayment and of the Owner's intention to terminate the Lease Agreement if the rent is not paid by cash, cashier's check, certified check, or a completed electronic funds transfer within the five-day period, the Owner may terminate the Lease Agreement and proceed to obtain possession of the Premises. Nothing shall be construed to prevent a Owner from seeking an award of costs or attorney fees or civil recovery, as a part of other damages requested on the unlawful detainer filed, provided the Owner has given proper notice, which notice may be included in the five-day termination notice provided in accordance with this section.
- b. Material Noncompliance by Tenant or Violation of Section 55.248.16 (Paragraph 6.o. of this Lease Agreement) (or Material Noncompliance by Tenant Which Can Be Remedied Within 21 Days). If Tenant fails to comply materially with any other provision of this Lease Agreement, or a violation of Section 55.248.16 (Paragraph 6.0. of this Lease Agreement) materially affecting health and safety, Owner may serve on Tenant a written, material noncompliance notice specifying the acts and omissions constituting the breach and stating that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied in twenty one (21) days, and that the rental agreement shall terminate as provided in the notice.
- c. 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 or payment of damages or otherwise and Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate. Additionally, Owner may make the repair, cleaning or replacement and the itemized bill for same will be submitted to Tenant as an obligation that will be due and payable as additional Rent within ten (10) days, or such other time period as Owner may specify in a written notice to Tenant. If such obligation is not paid within ten (10) days or as provided in the written notice to Tenant such obligation shall be due as additional Rent payable at the next Rent due date.
- d. Repeat Violations. If Tenant has been served with a prior written notice that required Tenant to remedy a breach, and Tenant remedied such breach, where Tenant intentionally commits a subsequent breach of a like nature as the prior breach, Owner may serve on Tenant a thirty (30) day termination notice for such repeat violation. Such notice must make reference to the prior breach of a like nature and state that the Lease will terminate in thirty (30) days for the reasons stated therein without allowing Tenant an opportunity to remedy such subsequent breach.
- e. Nonremediable Violations/Criminal Acts. If Tenant commits a material noncompliance that is not remediable, Owner may serve on Tenant a termination notice stating that this Lease will terminate in thirty (30) days for the reasons stated therein without allowing Tenant an opportunity to remedy such breach. If a breach of Tenant obligations under Virginia law or this Lease involves or constitutes a criminal or willful act that is not remediable and that poses a threat to health or safety, Owner may terminate this Lease immediately by giving of written notice thereof. Tenant and any other persons in or about the Dwelling Unit with consent of Tenant, including but not limited to members of the family, guests, invitees or authorized occupants, shall not engage in criminal activities or activities intended to facilitate criminal activities including any illegal drug-related activity on the Dwelling Unit and any area of the Premises, including common areas and streets, involving a controlled substance (as defined in Section 54.1-3400 et seq. of the Virginia Code). "Illegal drug-related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance. Neither Tenant, guests, invitees nor authorized occupants of Tenant will engage in the manufacture, sale or distribution of illegal drugs at any location, whether on the Premises or otherwise. Neither Tenant, guests, invitees nor authorized occupants of Tenant will engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms in the Dwelling Unit or 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 Owner to terminate this Lease. Nothing herein shall be construed to limit any remedies available under Virginia law for any criminal offenses committed by Tenant, guests, invitees or authorized occupants of Tenant.

- f. Remedies Available to Owner Upon Termination of Lease Agreement. Upon termination of the Lease, Owner may proceed to obtain possession of the Dwelling Unit by the filing of an unlawful detainer summons in a court of competent jurisdiction, and in addition, seek a money judgment for any physical damage to the Dwelling Unit and Premises. Owner may also seek a money judgment for any actual damages sustained as a result of Tenant's default and breach of the Lease, as provided by Virginia law. Upon termination of the Lease, Owner may treat the Security Deposit as provided in this Lease and the VRLTA.
- g. Owner May Recover Damages. Owner may recover damages and obtain injunctive relief for any noncompliance by the Tenant with the Lease Agreement or Section 55.248.16 (Paragraph 6.o. of this Lease Agreement) In the event of a breach of the Lease Agreement or noncompliance by the Tenant, the Owner shall be entitled to recover from the Tenant the following, regardless of whether or not a lawsuit is filed or an order obtained from a court: (i) rent due and owing as contracted for in the Lease Agreement, (ii) other charges and fees as contracted for in the Lease Agreement, (iii) late charges contracted for in the Lease Agreement, (iv) reasonable attorney fees as contracted for in the Lease Agreement or as provided by law, (v) costs of the proceeding as contracted for in the Lease Agreement or as provided by law only if court action has been filed, and (vi) damages to the dwelling unit or Premises as contracted for in the Lease Agreement.
- h. Family Abuse. If a Tenant is a victim of family abuse as defined in the VRLTA, and the perpetrator is barred from the Dwelling Unit pursuant to Section 55-248.31:01 of the VRLTA based upon information provided by Tenant to Owner, or by a protective order issued by a court of competent jurisdiction, this Lease shall not be terminated solely by an act of family abuse against a Tenant. However, the provisions of the preceding sentence shall not apply if (i) Tenant fails to provide Owner, not later than twenty-one (21) days after the alleged offense, with written documentation corroborating Tenant's status as a victim of family abuse and the exclusion of the perpetrator from the Dwelling Unit and the Premises; or (ii) the perpetrator returns to the Dwelling Unit in violation of the bar notice, and Tenant fails to so notify Owner with 24 hours, subject to the provisions of the VRLTA.
27. **ACCEPTANCE OF RENT WITH RESERVATION.** Unless Owner accepts the rent with reservation and gives a written notice to Tenant of such acceptance in a termination notice or within five (5) business days of receipt, acceptance of periodic rental payments with knowledge of a material non-compliance by the Tenant constitutes a waiver of Owner's right to terminate the Lease. If Owner has given Tenant written notice that the periodic rental payments have been accepted with reservation, Owner 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 Owner against Tenant, but prior to eviction, will be accepted with reservation 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 Owner/Tenant relationship with Tenant.
28. **WAIVING OF BREACH NOT GENERAL WAIVER.** If Owner waives a noncompliance or breach by Tenant with the Lease Agreement, or with the law, such waiver shall not be interpreted as a waiver of any subsequent breach of noncompliance or breach, and this Lease Agreement shall continue in full force and effect.
29. **SUBORDINATION.** Tenant agrees that this Lease Agreement is subordinate to the lien of any existing or future deeds of trust or mortgages placed on the Premises, and Tenant agree to execute whatever additional agreements may be required to so subordinate this Lease Agreement. Owner reserves the right to assign any of Owner's rights under this Lease Agreement at any time.
30. **SEVERABILITY.** If any provisions of this Lease Agreement are violative of the law or equity, it is agreed that the remaining provisions are in full force and effect.
31. **DISCRIMINATION.** Owner does not discriminate against Tenant in the provisions of services, or in any other manner, on the basis of race, color, religion, sex, national origin, familial status, elderliness or handicap.
32. **REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION.** For purposes of this Lease Agreement, if Tenant's noncompliance with the Lease Agreement, or the law, causes Owner to employ an attorney at law, Tenant shall pay reasonable attorney's fees, as well as all costs of collection recoverable under Virginia law.
33. **MODIFICATION and APPLICABLE LAW.** This Lease Agreement constitutes the entire agreement among the parties, and it may not be modified or changed except by written instrument executed by Owner and Tenant. This Lease Agreement shall be construed, interpreted and applied according to Virginia law.
34. **STATUTORY NOTICE TO TENANT(S).** Tenant should exercise whatever due diligence Tenant deems necessary with respect to information on any sexual offenders registered under Chapter 23 (Section 19.2-387, *et seq.*) of Title 19. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records exchange at (804) 674-2000 or [www.vsp.va.state.us/](http://www.vsp.va.state.us/).

35. LEAD-BASED PAINT. The building in which the Premises and Dwelling Unit is located was built prior to 1978 and is not exempt from the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and regulations promulgated pursuant thereto. Attached to this Lease, and made a part hereof by this reference is a fully executed "Disclosure of Information and Acknowledgment Lead-Based Pain and/or Lead-Based Paint Hazards", which shall be acknowledged by Tenants prior to occupancy.

36. OTHER SPECIFIC PROVISIONS:

- 1. Adverse Action Addendum made part of this Lease \_\_\_\_\_
- 2. Rent Guarantee Addendum made part of this Lease; \_\_\_\_\_
- 3. Rules & Regulations made part of this Lease; \_\_\_\_\_
- 4. Renter's Insurance Required \_\_\_\_\_
- 5. Law Addendum - Section 55-248.16 of Virginia law (the VRLTA) \_\_\_\_\_

IN WITNESS WHEREOF, the individual parties have signed this Lease Agreement, as of the dates indicated below:

_____	_____
Date	Tenant
	Social Security Number: _____
_____	_____
Date	Tenant
	Social Security Number: _____
_____	BY: _____
Date	for HOWARD HANNA WILLIAM E. WOOD ("Managing Agent")

