



**VIRGINIA ASSOCIATION OF REALTORS®  
RESIDENTIAL LEASE**



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

This Property will be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status, handicap or elderliness in compliance with all applicable and federal, state and local fair housing laws and regulations.

THIS LEASE AGREEMENT (the "Lease") is made as of the 14th day of January, 2011, by and between \_\_\_\_\_ ("Landlord") whose address is \_\_\_\_\_ through Raines Property Management, Inc ("Listing Broker," who represents Landlord) whose address is 1007 North Main Street, Blacksburg, VA 24060;

\_\_\_\_\_ ("Tenant"); and Same ("Leasing Broker," who does   or does not   represent Tenant). Listing Broker is sometime hereinafter referred to as "Agent".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained therein, Landlord and Tenant agree as follows:

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

**1. SUMMARY OF LEASE TERMS:**

a. Address of Dwelling Unit: Blacksburg, VA 24060

b. Term of Lease (the "Term") commences January 14, 2011 at 8:30  am  pm (the "Commencement Date").

c. Length of Term is as defined by dates

d. Term ends on May 31, 2011 at 5:00 pm  am  pm.

e. Total Rent due for full Term ("Rent") is Four Thousand, One Hundred Twenty-Two 58/100 Dollars (\$ 4,122.58 ).

f. Rent to be paid in advance on the first day of each month in monthly installments of Nine Hundred Dollars (\$ 900.00 ), without deduction or demand at 1007 North Main Street, Blacksburg, VA 24060

\_\_\_\_\_, or at such other place designated by Landlord in writing. Checks or money orders for rental payments should be made payable to Landlord   or Agent  . Landlord reserves the right to require that all rental payments be made by certified funds or money order, or to require automatic or electronic payment. If the Term commences on a day other than the first day of a calendar month, then Rent for such month shall be prorated for the period between the Commencement Date and the last day of the month in which the Commencement Date falls, and shall be due and payable on the Commencement Date.

g. Description of Dwelling Unit (and Premises): Three bedroom w/den townhouse

h. Appliances and other personal property provided: range/oven, refrigerator, dishwasher, disposal, washer/dryer

i. Names of occupants other than Tenant \_\_\_\_\_

j. Late charges will be \$ 10 % of the rent per month if the monthly rental is not received by Landlord \_\_\_ or Agent \_\_\_ on or before the 5th day of each month during any term of this Lease.

k. Utilities included in the rent include the following: trash collection

l. Checks returned for insufficient funds or otherwise, or other drafts (including, without limitation, automatic or electronic payments) made on insufficient funds will result in the following charges, in addition to the late charges specified in the Lease: the face amount of the check or other draft and all other amounts recoverable by Landlord 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 Landlord.

m. Monies received from Tenant by Landlord \_\_\_ or Agent X as follows:

Security Deposit	\$ _____
A Pet Deposit of \$ _____ is included within the Security Deposit.	
First Month's Rent	\$ _____
Pro-rated Rent (for period from <u>01/14/2011</u> to <u>01/31/2011</u> .)	\$ _____
Pet Rent (if applicable)	\$ _____
Other Charges: specify _____	\$ _____
_____	\$ _____
<b>TOTAL</b>	\$ _____

n. If at any time more than one person is named as a Tenant, the obligations of each Tenant shall be joint and several.

2. **APPLICABLE VIRGINIA LAW.** This landlord 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 Landlord Tenant Act (the "VRLTA").

3. **REALTOR® DESIGNATED LANDLORD'S AGENT.** Landlord hereby does \_\_\_ does not X appoint Agent as its managing agent, with full and complete authority to engage in all aspects of the business of the management of the Dwelling Unit, and to act for Landlord in all respects which relate to this Lease.

4. **SECURITY DEPOSIT.** Tenant has deposited the sum specified herein as a Security Deposit, to secure a complete and faithful performance by Tenant of all terms and conditions of this Lease, and the obligations imposed on Tenant by applicable Virginia Law.

a. **Disposition.** Pursuant to the VRLTA, Landlord 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 Landlord, including but not limited to, physical damages, appropriate charges to Tenant not previously reimbursed to Landlord, and actual damages for breach of this Lease, including attorneys' fees and costs. Landlord 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 Landlord, Landlord 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, Landlord shall give written notice to Tenant advising of the fact within a forty-five-day period. If such notice is given, Landlord 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, Landlord 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 Landlord by Tenant. Any interest earned on the Security Deposit in excess of that amount that Landlord is required to pay to Tenant under the VRLTA will be retained by Agent to cover administrative costs.

b. **Forwarding Address.** Tenant shall provide Landlord written notice prior to vacating the Dwelling Unit of the forwarding address so that Landlord 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 fails to give notice of a forwarding address, Landlord will send the

Security Deposit statement to the last known address of Tenant, but will retain the Security Deposit refund, if any until Tenant notifies Landlord of the appropriate address.

c. Multiple Tenants. Where more than one Tenant signs this Lease, a deduction to be made from the Security Deposit will be joint and several, and Landlord is not liable for any understanding that 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. Landlord will draw one check payable to all Tenants jointly, and forward same to forwarding address provided to Landlord by written notice as required herein.

d. Move-Out Inspection. Under the VRLTA, Landlord will make reasonable efforts to provide Tenant with notice of a right to be present at the time of move-out inspection. Landlord will include in the vacating notice language to inform Tenant of this right to be present. Tenant must make a written request to Landlord to be present at such an inspection, and Landlord will notify Tenant of the inspection times which will occur within 72 hours of the termination of the tenancy. If Tenant fails to make such a request, or fail to schedule an inspection, Landlord will proceed to do the check-out inspection without Tenant being present.

e. 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.

f. Landlord's Successor Obligated for Security Deposit. If Landlord in any way transfers its interest in the Dwelling Unit, or if the Agent transfers management of the Dwelling Unit and the Premises, to a third party, Agent or Landlord, as the case may be, may transfer the Security Deposit to the transferee and both are thereafter released from all liability for the return of the Security Deposit to Tenant. If such a transfer occurs, Tenant agrees to look to the transferee solely for the return of the Security Deposit and to release Landlord and/or Agent, as the case may be, from all obligations and liability relating thereto.

g. Damage Addendum. The Damage Addendum, attached hereto and incorporated by reference herein, establishes a tentative schedule of standard deductions to be utilized by Landlord in assessing charges against Tenant for physical damages to the Dwelling Unit or the Premises, with the exception of reasonable wear and tear. Landlord reserves the right to alter the said schedule if the repair costs should become higher than those listed thereon. Landlord 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 Landlord against Tenant during the Term of the tenancy for any damages as may occur.

## 5. RENT.

a. Rent Payments. The total Rent for the initial Term of this Lease is set out in section 1(e) and (f) of this Lease. Monthly payments of Rent are payable in advance, without demand, and in full without prorating or setoff, on the first day of each calendar month and shall be paid to Landlord            or Agent  at the address set forth above or at such other places as Landlord may designate by advance written notice to Tenant. Landlord is authorized to accept prepaid Rent in accordance with the provisions of the VRLTA.

b. Late Payment. If the rental payment is received after the           5th           day of the month, a late penalty of \$ 10% of the rent will be assessed against Tenant. Any rental payment received after legal action has been initiated by Landlord will be accepted with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted by Landlord against Tenant to recover delinquent rent and possession of the Dwelling Unit.

c. Returned Checks. Landlord reserves the right to require that all monthly installments be made by money order or certified funds, and to impose the charges set out in section 1(l) of this Lease, and as otherwise provided by law.

d. Rent is Inclusive. As used in this Lease and under the VRLTA, "Rent" means all money, other than a security deposit, owed or paid to Landlord under this Lease, including prepaid Rent paid more than one month in advance of the Rent due date.

## 6. INSPECTION AND CONDITION OF DWELLING UNIT.

a. Move-In Inspection Report. Tenant has made an inspection of the Dwelling Unit, and Tenant agrees that the Dwelling Unit is in a fit and habitable condition, except for such damages as have been itemized in a written "Residential Move-In Move-Out Inspection Report", a copy of which will be submitted by Landlord to Tenant within five (5) days after occupation of the Dwelling Unit by Tenant. The Residential Move-In Move-Out Inspection Report will be deemed correct unless Tenant objects to it in writing, five (5) days after Landlord has provided same to Tenant. Tenant hereby acknowledges that the Residential Move-In Move-Out Inspection Report reflects that there is no visible evidence of mold in the Dwelling Unit or that portion of the premises which is occupied by Tenant. If the landlord's Residential Move-In Move-Out Inspection 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, Landlord 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 Residential Move-In Move-Out Inspection Report that there is no visible evidence of mold in the Dwelling Unit upon re-inspection.

b. Locks. Landlord, 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 Landlord 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 pinlock 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. Landlord 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 Landlord.

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 Landlord to install new locks or other security devices on all exterior doors of the Dwelling Unit. Tenant will reimburse Landlord'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 Landlord.

## 7. USE, OCCUPANCY AND MAINTENANCE.

a. Use. Tenant covenants that the Dwelling Unit will be used only as a dwelling unit and in a manner that will not disturb neighboring tenants and that will not damage the Dwelling Unit or the Premises. Tenant will not permit any authorized occupants or guests or invitees in or about the Dwelling Unit or the Premises either to disturb neighboring tenants or to cause physical damage to the Dwelling Unit or the Premises. No persons, other than those named as Tenant and as authorized occupants in section 1(i) of this Lease, may occupy the Dwelling Unit on a regular basis. For the purpose of this Lease, occupancy by an unauthorized person for more than seven (7) calendar days consecutively, or fourteen (14) calendar days in any calendar year, without prior written consent from Landlord, will constitute occupancy of the Dwelling Unit on a regular basis and will constitute a default under this Lease.

b. Assignment/Sublease. Tenant shall not assign this Lease or sublet any portion of the Dwelling Unit without the prior written consent of Landlord, which consent Landlord will be under no obligation whatsoever to grant. Landlord shall have the right to consider any assignment or sublease made without Landlord's prior written consent void.

c. Compliance with Codes. Tenant shall discharge all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the Dwelling Unit, including plumbing and other fixtures, appliances, and facilities 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 to maintain the utility services paid for by Tenant on at all times during the 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 without prior written permission of Landlord.

d. 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 Landlord of the need for repair of any malfunctioning smoke detector. In accordance with Section 55-248.13 of the Code of Virginia, Landlord, at Landlord'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.

e. 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 Act. 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 Landlord 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 Landlord and Agent harmless from any and all claims or losses arising therefrom, and to indemnify Landlord and Agent from and against any and all claims, liability, loss or damage therefore.

f. Mold. Tenant will 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 notify Landlord in writing promptly of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant. Tenant does hereby release Landlord 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 Landlord 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.

g. Compliance with Law. Tenant shall comply with any and all obligations imposed upon Tenant by applicable Virginia law, including the VRLTA.

**8. UTILITIES.**

a. Tenant shall obtain all utility and other services to be paid directly by Tenant under this Lease, and shall pay any deposits associated therewith. The utilities included in the Rent are listed in section 1(k). Tenant shall pay in full all charges for utilities and other services not included in the Rent under this Lease. Landlord shall not be liable for the failure to provide these services or for the interruption of such services if such failure or interruption is due to any cause beyond the control of Landlord.

b. Landlord reserves the right to use sub-metering or energy allocation equipment, or to allocate utility costs on the basis of ratio utility billing ("RUBs"), as provided in the VRLTA, for the utilities provided by Landlord. If Landlord chooses to allocate utility costs on the basis of RUBs, Landlord will bill Tenant for an appropriate prorata share of such utility costs, which bill shall be due and payable as additional rent at the first of the next month.

**9. PERSONAL PROPERTY OF TENANT**

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 Landlord shall not be liable for the loss, destruction, theft of, or damage to such property. Tenant shall obtain insurance coverage (commonly referred to as "renter's insurance") for Tenant's personal property and Landlord reserves the right to require Tenant to provide Landlord proof of coverage. Landlord reserves the right to obtain renter's insurance coverage in accordance with the provisions of Section 55-248.7:2 of the VRLTA, and charge Tenant the cost thereof as additional rent.

b. Abandoned Property. Any items of personal property left in or about the Dwelling Unit after Tenant vacates the Dwelling Unit will be considered abandoned property and may be disposed of by Landlord as Landlord sees fit, provided that Landlord (i) has given Tenant 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 subsection 10(d) 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. 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 Landlord has disposed of the remaining personal property of Tenant. During such twenty-four hour period and until Landlord disposes of the remaining personal property of Tenant, Landlord 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, Landlord 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.

**10. ACCESS TO THE DWELLING UNIT AND PREMISES BY LANDLORD AND ITS DULY DESIGNATED REPRESENTATIVE(S):** Landlord and its duly designated representative(s) may enter the Dwelling Unit and go upon the Premises in order to do the following:

Upon reasonable notice to Tenant and at reasonable times:

- (i) inspect the Dwelling Unit and 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, workmen, contractors, appraisers and/or representatives of any owners' association.

b. Place a "For Sale" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective purchasers, or, after notice of termination of this Lease by Landlord or Tenant or commencing ninety (90) days before the expiration of the Term, place a "For Rent" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective tenants. All such entries into the Dwelling Unit and Premises shall be conducted at reasonable times and with reasonable notice to Tenant and shall be done in such a way as not to disturb Tenant unreasonably.

c. If Tenant refuses to allow or prevent access to Landlord as provided herein, Landlord may obtain injunction relief to compel access or may terminate this Lease. In either case, Landlord may recover actual damages sustained and reasonable attorney's fees.

d. Tenant shall give Landlord notice of any anticipated extended absence of Tenant from the Dwelling Unit in excess of seven (7) days. During such absence of Tenant, Landlord may enter the Dwelling Unit at times reasonably necessary to protect the Dwelling Unit. If Tenant fails to give such notice, Landlord may recover from Tenant any actual damages sustained, and shall have all other rights provided in the VRLTA. If Landlord cannot determine whether Tenant has abandoned the Dwelling Unit, Landlord may serve written notice on Tenant requiring Tenant to give Landlord 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 Landlord 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.

11. **LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT.** If Landlord is unable to deliver possession of the Dwelling Unit and Premises to Tenant on the commencement date of this Lease through no fault of Landlord, Landlord shall not be liable to Tenant for any damages other than to rebate any rent paid by Tenant for such portion of the Term during which the Dwelling Unit and Premises are not delivered to Tenant. If Landlord cannot deliver possession of the Dwelling Unit or provide Tenant with an alternative residential dwelling unit acceptable to Tenant within fifteen (15) days after the commencement date of this Lease, this Lease may be terminated by either Landlord or Tenant by giving notice to the other as provided herein.
12. **CASUALTY DAMAGE.** If the Dwelling Unit is damaged by fire or other casualty, by the failure of or malfunction of any equipment or utilities serving the Dwelling Unit, Tenant shall promptly notify Landlord. If, in the sole determination of Landlord, such damage does not render the Dwelling Unit substantially impaired or require repairs requiring Tenant to vacate the Dwelling Unit, Landlord shall repair the same within a reasonable period of time after service upon Landlord of written notice of such damage by Tenant, and Rent shall not abate during the period of such repairs. If, in the sole determination of Landlord, the Dwelling Unit has been rendered uninhabitable, this Lease shall automatically terminate, and Rent shall abate as of the date of the casualty. Landlord shall account to Tenant for the Security Deposit and prepaid rent, as applicable, plus accrued interest on the Security Deposit (if any) based upon the damage or casualty. However, if Landlord reasonably believes that Tenant, Tenant's guests, invitees or authorized occupants were the cause of the damage or casualty, Landlord 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. Landlord 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 Landlord 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.
13. **CONDEMNATION.** If all or a substantial part of the Dwelling Unit or 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 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 Landlord 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.
14. **LIABILITY OF LANDLORD/AGENT.** Landlord and Agent are not liable for matters outside the dominion or control of Landlord 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, and any injuries or damages to persons or property either caused by or resulting from fire, falling plaster, dampness, overflow, or leakage upon or into the Dwelling Unit or 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 Landlord 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. Landlord 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. Landlord and Agent will not furnish security personnel, security lighting, security gates or fences, or other forms of security. If the employees of Landlord or Agent are requested to render services not contemplated in this Lease, Tenant will hold Landlord 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, Landlord may provide same in accordance with the "Tenant Consent Form." Landlord and Agent, in addition, shall not be liable under any circumstances of Tenant's failure to provide Landlord or Agent with prompt notice of any such conditions existing in the Dwelling Unit or Premises. Tenant hereby releases Landlord and Agent from any and all liability and agrees to indemnify Landlord and Agent for such losses, with respect to Tenant, and all authorized occupants and guests or invitees of Tenant.

15. **PETS.** No pets of any kind, except for qualified service animals, will be allowed to be kept or maintained on the Dwelling Unit without Landlord's prior written consent and the execution of an addendum entitled "Pet Addendum." Landlord reserves the right, however, to prohibit pets, except for qualified service animals, completely from the Dwelling Unit and Premises.
16. **REPRESENTATIONS IN APPLICATION FOR LEASE.** This Lease has been entered into in reliance on the information given by Tenant on Tenant's "Application for Lease", which by this reference is made a part of this Lease. Tenant shall advise Landlord or Agent in writing of any changes to the information contained in the application. If any of those representations are found to be misleading, incorrect or untrue, Landlord may immediately terminate this Lease and require Tenant to vacate the Dwelling Unit.
17. **FINANCIAL RESPONSIBILITY.** If Landlord is required to make any payment to Tenant hereunder, Tenant agrees that such financial obligation will be satisfied solely from Landlord's estate and interest in the Dwelling Unit and the real estate upon which the Dwelling Unit are situated and the improvements of which it is part, or the proceeds thereof, so that Landlord will incur no individual or other liability for such financial obligations.
18. **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 Landlord will be given to the Agent's Office or to such other place as may be specified by Landlord or Agent. Notice to Tenant will be given to the address of the Dwelling Unit. Landlord reserves the right for Landlord 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.
19. **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 Landlord 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 Landlord 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 Landlord may retain as provided in section 4 of this Lease.

d. Landlord 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 Landlord, in the event of a nonpayment of rent by Tenant, Landlord reserves the right to request an allotment from the pay of the servicemember tenant as permitted in the Servicemembers Civil Relief Act.

**20. CANCELLATION; RENEWAL.**

a. ~~Either party may terminate this Lease effective as of the end of the then existing Term by giving the other party written notice at least \_\_\_\_\_ ( \_\_\_\_\_ ) days before the end of the then existing Term. If no such notice of termination is given, the Term of this Lease shall be extended for self-renewing terms of \_\_\_\_\_ n/a \_\_\_\_\_ duration until either party gives notice to terminate in accordance herewith, unless this Lease is terminated in accordance with any other applicable provision of this Lease or Virginia law; provided, however, that if the duration of the renewal term as set forth above is less than the number of days set out in the first sentence of this subsection, the notice period for terminating any renewal term of this Lease shall be the same period as the renewal term.~~

b. ~~If Landlord intends to change the terms or conditions of this Lease, including increasing the Rent, for any renewal term thereafter, Landlord shall give Tenant written notice, at least thirty (30) days prior to the time Tenant must give Landlord written notice of Tenant's intent to terminate as set out in subsection (a) immediately preceding, advising Tenant of the new terms and conditions to be applicable during the renewal term. Provided Landlord has given Tenant notice of such changes in the time set forth in this subsection, then if Tenant fails to provide Landlord written notice by the time set forth in subsection (a) immediately preceding that Tenant intends to terminate this Lease, Tenant shall be deemed to have agreed to renew this Lease on terms and conditions set forth in Landlord's notice.~~

c. ~~Upon termination of this Lease, Tenant shall surrender the Dwelling Unit in good condition, with the exception of reasonable wear and tear and must pay for all damages or assessments for damages made by Landlord against Tenant in accordance with the Damage Addendum, other provisions of this Lease, or as Landlord reasonably determines.~~

**21. ACTION BY LANDLORD UPON DEFAULT BY TENANT.** Under Virginia law and this Lease, Landlord may terminate this tenancy during the term of the Lease upon one of the following:

a. ~~Material Noncompliance by Tenant Failing to Pay Rent When Due.~~ If Tenant fails to pay Rent when due or pays Rent with a bad check, and such failure continues after Landlord has served a five-day notice of material noncompliance for failure to pay Rent, Tenant shall be in default and Landlord may terminate this Lease and Tenant's right to possession in accordance with law and seek such damages as are appropriate under this Lease and the VRLTA.

b. ~~Material Noncompliance by Tenant Which Can Be Remedied Within 21 Days.~~ If Tenant fails to comply materially with any other provision of this Lease, Landlord may serve on Tenant a material noncompliance notice stating that if Tenant does not remedy the specified noncompliance(s) within twenty-one (21) days after receipt of such notice, then if such noncompliance is remediable, this Lease will terminate thirty (30) days after Landlord has served such notice.

c. ~~Repeat Violations.~~ If Tenant has been served with a prior written notice that required Tenant to remedy a breach, and Tenant remedied such breach, if Tenant intentionally has committed a subsequent breach of a like nature as the prior breach, Landlord 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.

d. ~~Nonremediable Violations/Criminal Acts.~~ If Tenant commits a material noncompliance that is not remediable, Landlord 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, Landlord 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 54.1-3401 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 or 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 or invitees or 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 Landlord 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.

e. **Material Noncompliance by Tenant Which Can Be Remedied by Repairs, Cleaning or Replacement.** If Tenant commits a material noncompliance that can be remedied by repair, cleaning or replacement, Landlord 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 Landlord 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.

f. **Remedies Available to Landlord Upon Termination of Lease.** Upon termination of the Lease, Landlord 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. Landlord 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, Landlord may treat the Security Deposit as provided in this Lease and the VRLTA.

g. **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 Landlord, 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 Landlord, 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 Landlord with 24 hours, subject to the provisions of the VRLTA.

22. **ACCEPTANCE OF RENT WITH RESERVATION.** Unless Landlord 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(s) constitutes a waiver of Landlord's right to terminate the Lease. If Landlord has given Tenant(s) 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 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 landlord/tenant relationship with Tenant.

23. **TENANT'S USE, OCCUPANCY AND MAINTENANCE.**

a. Tenant and those persons listed in section 1(f) of this Lease shall personally use and occupy the Dwelling Unit only as a residence. Tenant shall not sublet the Dwelling Unit, or any part thereof, nor assign this Lease without the prior written consent of Landlord, which consent Landlord shall have the right to withhold or deny in Landlord's sole discretion. No persons, other than Tenant and those named occupants may occupy the Dwelling Unit on a regular basis.

b. 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 Landlord, 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(s) shall not use any other major appliances or equipment in the Dwelling Unit without Landlord'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 Landlord 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.

c. Tenant shall otherwise comply with the statutory obligations imposed on Tenant by Section 55-248.16 of the VRLTA.

- 24. **WAIVING OF BREACH NOT GENERAL WAIVER.** If Landlord waives a noncompliance or breach of the Lease or law by Tenant, such waiver shall not be construed as a waiver of any subsequent breach of noncompliance or breach, and this Lease shall continue in full force and effect.
- 25. **SUBORDINATION.** Tenant agrees that this Lease is subordinate to the lien of any existing or future deeds or trust or mortgages placed on the Dwelling Unit and Premises, and Tenant agrees to execute whatever additional agreements may be required to so subordinate this Lease. Landlord reserves the right to assign any of Landlord's rights under this Lease at any time.
- 26. **SEVERABILITY.** If any provisions of this Lease are violative of law or equity, the remaining provisions shall remain in full force and effect.
- 27. **DISCRIMINATION.** Landlord and Agent shall not discriminate against Tenant in the provisions of services or in any other manner on the basis of race, color, creed, religion, sex, national origin, familial status, elderliness, or handicap.
- 28. **REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION.** If as a result of Tenant's noncompliance with this Lease or the law Landlord employs an attorney at law, Tenant agrees to pay Landlord's reasonable attorney's fees and costs in all courts of competent jurisdiction at all tribunal levels, as well as any and all costs recoverable under Virginia law.
- 29. **RULES AND REGULATIONS.** Tenant shall abide by any rules and regulations adopted by Landlord applicable to the Dwelling Unit and the Premises.
- 30. **HOLDOVER TENANT.** If the departure date for Tenant's vacating the Dwelling Unit has past and Tenant remains in possession of the Dwelling Unit, Tenant shall be liable for any and all actual damages sustained by Landlord as a result of Tenant's holding over, including without limitation costs payable to a new tenant for moving, storage, meals, lodging and mileage. In the alternative, Landlord shall have the right to receive from Tenant, as liquidated damages, rent for the period of Tenant's holding over in an amount equal to 150 percent of the per diem of the monthly rent, for each day Tenant remains in the Dwelling Unit after the date for vacating the Dwelling Unit has passed. Nothing herein shall be deemed to create a right on the part of Tenant to hold over after the termination date of the tenancy.
- 31. **MODIFICATION, APPLICABLE LAW AND SUCCESSORS.** This Lease and any and all addenda, exhibits or amendments hereto constitutes the entire agreement among the parties, and it may not be modified or amended except by written instrument executed by Landlord and Tenant. This Lease shall be construed, interpreted and applied according to Virginia law and it shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, assignees, and subtenants of the parties.
- 32. **LEASING FEE.** In consideration of Agent's procuring Tenant as a tenant in the Dwelling Unit and the negotiation of this Lease, Landlord agrees to pay Agent a leasing fee of \$ n/a, which fee shall be separate from any management fee paid to Agent. This fee is earned when this Lease is executed, and is payable on all Rent during the original term, any renewals, extensions, expansions, replacements, relocations, or new leaseings between Landlord and Tenant or its successors and assigns. No sale of the Dwelling Unit or the Premises shall release Landlord or its successor or assigns from the obligations set forth herein. Agent shall have the right to collect all Rent due hereunder so that its fees and commissions may be paid in installments as the Rent is received and retained by Agent before remitting the Rent (less such fees or commissions) to Landlord; but if any act be done to deprive Agent of its right to collect the Rent, then the entire amount of its



Date \_\_\_\_\_ TENANT \_\_\_\_\_

Date \_\_\_\_\_ TENANT \_\_\_\_\_

Date \_\_\_\_\_ LISTING BROKER \_\_\_\_\_  
Raines Property Mgmt., Inc

Date \_\_\_\_\_ LEASING AGENT \_\_\_\_\_

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