

DEED OF LEASE

This RESIDENTIAL DEED OF LEASE ("Lease") is made on _____, by and between _____ ("Landlord") and _____

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

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

Street Address: _____
Virginia, Zip Code _____, Subdivision _____,
Parking Space # _____, County/City _____,
and if applicable, Mail Box # _____. If the Premises are a **Condominium**, Unit # _____,
Condominium: _____, Storage Bin # _____.

2. LEASE TERM. The Term ("Lease Term") will begin at noon on _____, and end at 5pm on _____. Should Tenant fail to vacate as scheduled, the per diem rate will double.

This Lease Term shall shall not be extended automatically from month to month upon the same terms and conditions as set forth in this Lease. Notwithstanding the foregoing, prior to the expiration of the initial Lease Term or expiration of any extended Term, either of the parties may give the other at least _____ days written Notice of intention not to extend this Lease. If this Lease is extended, _____ days prior written Notice by either party shall be required to terminate this Lease. This Notice to terminate the Lease shall be received no later than the first day of the month and the tenancy shall terminate on the last day of the month.

3. RENT. The total rent for the initial Lease Term shall be \$ _____. Monthly installments of \$ _____ are due in advance on the first day of each month beginning _____, without notification, demand or deductions. If the Lease begins on other than the first day of the month, the rent shall be prorated with \$ _____ due on _____ (date) for the period of _____ through _____.

Only one rent check will be accepted per property each month.

4. LATE PAYMENT AND RETURNED CHECKS. Installments of rent not received by the Landlord on or before the due date are late and a default under this Lease. If any installment of rent is not received by the Landlord within _____ days from the due date, the Tenant agrees to pay an administrative charge of \$ _____. The Tenant also agrees to pay the Landlord an additional charge of \$ _____ for each returned check. The Landlord has the right to require that all payments be made by money order, cashiers check or certified check and that the entire payment be made by one instrument payable to Landlord or Managing Agent.

5. FAILURE TO PAY RENT. Failure to pay any installment of rent or additional fee when due is a default under this Lease. If Tenant does not pay rent within 5 days after receipt of written Notice of non-payment and intention to terminate Lease, the Landlord may terminate this Lease. Unpaid rent for the entire remaining Lease Term shall become immediately due and payable. Upon termination, the Landlord shall be entitled to: A. Possession of the Premises, B. Any unpaid rent, additional rent, and administrative charges, C. Any damages sustained, D. Court costs and reasonable attorney's fees, and E. all other remedies provided by law or equity.

6. MANAGEMENT.

_____, (“Managing Agent”), Office Address: _____, Virginia, Zip Code _____, Phone Number: _____, email: _____

is authorized to manage the Premises and collect rent on behalf of the Landlord and shall exercise all rights of the Landlord under this Lease.

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

Phone Number: _____, email: _____

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

7. APPOINTMENT OF RESIDENT AGENT BY NONRESIDENT LANDLORD. Any individual nonresident of Virginia who owns and leases residential real property consisting of more than four units in Virginia shall have and continuously maintain an agent who is a resident and maintains a business office within the Commonwealth of Virginia. The Landlord designates:

Name: _____ Street Address: _____ Virginia, Zip Code _____, Phone Number: _____ as the Resident Agent.

8. TRUTHFULNESS OF THE RENTAL APPLICATION. The Tenant warrants that the statements made on the Rental Application (“Application”), which are made a part of this Lease, are material representations that have been relied upon by the Landlord. If any material facts in the Application are untrue, the Landlord shall have the right to: **A.** terminate this Lease, **B.** hold the Tenant liable for any and all damages to the Premises, **C.** exercise all legal and equitable rights and remedies, **D.** recover reasonable attorney’s fees and costs and all costs to reclaim the Premises and to release the Premises to another tenant.

9. USES. Tenant will use Premises solely as a **single-family residence** for only those adults and children listed on the Application and those children born, adopted, or placed under the legal care of the Tenant hereafter, and for no other purpose. No portion of the Premises shall be sublet or assigned without the prior written consent of the Landlord. Occasional visits by guests, not to exceed 2 weeks during any consecutive 12-month period are permitted without the prior written consent of the Landlord. The Tenant shall not use or allow the Premises to be used for any disorderly or unlawful purposes and shall comply with all applicable laws, ordinances and Rules and Regulations of the Landlord or Association (defined below). This Lease may be terminated at the option of the Landlord in case of any nuisance, excessive noise, disturbance or conduct offensive to any other occupant of the building or neighborhood. Tenant expressly agrees not to allow controlled substances or illegal drugs of any type or paraphernalia used in connection with such substances on the Premises.

The Landlord shall have the right to terminate this Lease upon receipt of a preponderance of evidence that indicates an immediate threat that materially affects the health or safety of either the Landlord or other tenants. For example, the sale or disposition of dangerous drugs or drug paraphernalia on the Premises shall be considered such an immediate threat. In such event, the Landlord shall give the Tenant written Notice of termination with the time of vacating to be commensurate with the urgency of the situation. The Tenant shall vacate and surrender possession of the Premises to the Landlord within the time period specified in the Notice of termination.

10. PETS. The Tenant and/or Tenant’s guests shall not keep pets on the Premises without the prior written consent of the Landlord. Consent may be rescinded if the Tenant does not comply with all Association requirements, Landlord’s Rules and Regulations, and local ordinances. The Tenant assumes all liability and responsibility for any and all damages caused by pet(s) and shall restrain or secure pets when access is needed pursuant to the terms of this Lease. Written consent is hereby granted only for the pets listed on the Application.

11. HOMEOWNERS' AND/OR CONDOMINIUM ASSOCIATION. Tenant must abide by applicable requirements, rules and regulations of the _____ Association (the "Association"), provided to Tenant by Landlord or which are otherwise available to Tenant. Tenant's failure to comply with the requirements and/or rules and regulations of the Association shall constitute a breach of this Lease. The Tenant shall pay all costs incurred to cure such a breach. This Lease grants the Tenant the right to use the allowable common areas and facilities of the Association for the Lease Term, provided that the Tenant pays any additional optional user fees. The Landlord agrees to complete the necessary forms for the Tenant to obtain or use Association recreation facilities and services.

Tenant agrees to abide by all the Rules and Regulations of the Condominium Owners' Association which are available to the Tenant. Tenant agrees to pay all required non-refundable and/or refundable move-in and move-out fees and elevator fees, if any. Tenant acknowledges that the elevator will need to be reserved during Tenant's move-in and move-out. Tenant will call the Association at Phone # _____ to schedule the move and reserve the elevator. Moving days and hours may be restricted. Tenant will comply with all maintenance programs of the Association and provide access for contractor inspections.

Tenant will pay any fines imposed for failure to comply with Association rules. Tenant agrees to register cars, bicycles and pets with the Association, as required.

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

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

14. LANDLORD MAINTENANCE. Except as otherwise noted, the Landlord shall maintain the Premises in good repair and tenantable condition and shall be responsible for repairs not due to the fault or negligence of the Tenant.

15. FIXTURES AND APPLIANCES. The Landlord shall provide as part of the Premises all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, installed wall-to-wall carpeting, and smoke and heat detectors, and those items checked YES below. Any fixtures and appliances provided in "as is" condition need not be repaired, replaced or maintained by the Landlord. Those items checked As-Is are provided in as is, where is condition, with any existing faults. Landlord will have no duty to maintain or repair such items.

<u>Y</u> <u>es</u>	<u>N</u> <u>o</u>	<u>As</u> <u>Is</u>	<u>Item</u>	<u>Y</u> <u>es</u>	<u>N</u> <u>o</u>	<u>As</u> <u>Is</u>	<u>Item</u>	<u>Y</u> <u>es</u>	<u>N</u> <u>o</u>	<u>As</u> <u>Is</u>	<u>Item</u>	<u>Y</u> <u>es</u>	<u>N</u> <u>o</u>	<u>As</u> <u>Is</u>	<u>Item</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stove or Range	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling Fan(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alarm System
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall Oven(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Fan(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storage Shed(s) # _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window A/C Unit(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garage Opener(s) # _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	w/ ice maker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, Equip., & Cover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	w/ Remote(s) # _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot Tub, Equip., & Cover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Playground Equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Built-In Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Satellite Dish & Equip.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Treatment System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attic Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exhaust Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace Screen/Doors
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Treatments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Whirlpool Tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gas Fireplace(s)

16. SMOKE DETECTORS. The Landlord certifies to the Tenant that smoke detector(s) have been installed in accordance with the law. It is the responsibility of the Tenant to check smoke detector(s) periodically during the tenancy, to replace batteries as necessary and to report any malfunctions in the smoke detector(s) to the Landlord in writing.

17. SECURITY DEPOSIT. Prior to the beginning of the Lease Term, the Tenant shall deposit the sum of \$ _____ ("Security Deposit") to be held by _____ . The Security Deposit will be placed in a federally insured depository and accrue interest to the account holder in the manner and to the extent required by law. The Security Deposit is to insure full compliance by the Tenant with all provisions of this Lease, including but not limited to Tenant obligations with respect to property damage caused by the Tenant, guests, and/or pets. If the costs of repairs, replacements or Landlord's other damages exceed the Security Deposit, the Tenant shall pay for such excess costs upon demand made by Landlord. **The Tenant cannot use the Security Deposit for any payment of rent or other obligations.**

If the Tenant fails to comply with any provisions of this Lease, the Landlord may use any part of or retain all of the Security Deposit for the payment of the following: rent, any unpaid administrative or other charges, utilities, or any amount the Landlord may expend because of Tenant's noncompliance with this Lease, including any damages or deficiency in the releasing of the Premises, whether accruing before or after re-entry by the Landlord.

Within 45 days after the termination of the tenancy and Tenant's vacating the Premises, the Landlord shall return to the Tenant the Security Deposit, less any deductions described herein, provided the Tenant has performed all obligations under this Lease, returned all keys, passes and documents, and surrendered the Premises in the same condition as at the beginning of the Lease Term, except for reasonable wear and tear. Within 30 days after termination of the tenancy and Tenant's vacating the Premises the Landlord shall provide an itemized statement of

estimated deductions to be charged against the deposit. Unless evidence of payment of final utility bills has been provided to the Landlord, a minimum of \$100.00 may be withheld from the Security Deposit to pay any unpaid utility bills.

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

The Landlord shall provide notification to the Tenant of the name, address and telephone number of the new Managing Agent or new Landlord in the event of a change in rental management or the sale, transfer or assignment of the Landlord's interest in the Premises or in this Lease. In the event of a sale, transfer or assignment of the Landlord's interest in the Premises or this Lease, the Landlord shall transfer the Security Deposit and be released from all liability in connection with this Lease. The Tenant shall request the return of the Security Deposit from the new Managing Agent or Landlord.

18. CHECK-IN INSPECTION. Within 5 days after the beginning of the Lease Term, the Landlord shall submit a written report to the Tenant itemizing the condition of the Premises at occupancy. This report shall be deemed correct unless the Tenant submits additional items in writing to Landlord within 5 days after receipt of the report. This report is for information only and does not constitute an agreement to decorate, alter, repair or improve the Premises. Any request for repairs must be submitted separately in writing to Landlord.

19. TENANT OBLIGATIONS. Throughout the Lease Term, Tenant must keep Landlord informed of Tenant's telephone numbers. The Tenant shall not deliberately destroy, deface, damage, impair, or remove any part of the Premises, nor permit any person to do so. The Tenant shall pay for any repairs or replacements made necessary due to deliberate, accidental or negligent acts or omissions of the Tenant, Tenant's family, guests, employees or pet(s). The Tenant is responsible for:

- A. Maintaining the Premises in a clean and sanitary condition and disposing of all trash, garbage, and waste in sealed containers.
- B. Using and operating all appliances, equipment and systems in a safe and reasonable manner. Tenant shall not overload any system. Tenant must drain outside water spigots, if any, each fall. In the event the Premises' plumbing is frozen or obstructed due to the negligence of the Tenant, Tenant's family or guests, the Tenant shall pay immediately the cost of repairing frozen pipes or cleaning such obstruction and any additional costs associated with the repair (i.e. drywall, carpets, etc.).
- C. Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters at least every 2 months.
- D. Clearing of all drains and toilets and maintaining caulking around tubs and showers, maintenance of all carpeting and flooring in a clean and good condition, replacement and payment for glass and screen breakage.
- E. Maintaining the Premises in such a manner as to prevent the accumulation of moisture and the growth of mold. -Tenant shall promptly notify the Landlord in writing of any moisture accumulation or visible evidence of mold.
- F. Cutting, watering and maintaining the lawn and pruning shrubbery; promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, drains and grounds free of leaves and other debris.
- G. Promptly reporting in writing to the Landlord any defect, damage, or breakage. Failure to report shall make the Tenant liable for the repair of any additional damage. This provision does not obligate the Landlord to repair or correct such defects, breakage, malfunction or damage.
- H. Paying the cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to keep appointments with service persons who require access in order to make scheduled repairs. Any request for repair is understood to mean that permission to enter the Premises to make the repair has been given by the Tenant.
- I. Making any repairs, alterations, or additions required by any governmental authority, Association, insurance company or the Managing Agent due to the Tenant's use.

- J. The control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets, and rodents during occupancy. Upon vacating the Premises, the Tenant shall be responsible for the costs of the elimination of all such pests and vermin.
- K. The Tenant shall provide notification to the Landlord if the Tenant intends to be absent from the Premises for more than 14 days.
- L. The Tenant shall not place or display any sign, advertisement or notice on any part of the Premises.
- M. The Tenant shall not create or permit any lien upon the Premises or Tenant's interest in this Lease. This Lease shall not be recorded by Tenant.
- N. A Tenant who is granted possession of the Premises by a court of competent jurisdiction to the exclusion of any other Tenant or occupant must provide a copy of the court order to the Landlord along with a key to any locks that are changed and/or security codes to any devices installed on the Premises.

20. LANDLORD CONSENT REQUIRED. The Tenant is required to submit a written request, including any plans for restoration, to the Landlord and obtain the Landlord's written consent for any of the following:

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

21. INSURANCE. Throughout the Lease Term, the Tenant shall maintain an insurance policy which provides public liability coverage, protects Tenant's personal property and names the Landlord and Managing Agent as additional insureds. Tenant shall provide Landlord with a certificate of such insurance, prior to occupying the Premises. The Tenant will do nothing and permit nothing to be done on or about the Premises that will increase the cost of or cause the cancellation of any fire or other insurance policy covering the Premises. All of Tenant's personal property located or stored at the Premises shall be at Tenant's sole risk. The Tenant shall indemnify and hold harmless the Landlord from any loss or damage to such personal property. The Landlord and/or the Association shall not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises. If Tenant fails to provide a certificate of insurance Landlord may obtain a policy covering Tenant's personal property and liability coverage. The cost may be added to the monthly rent or paid by the Tenant as billed.

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

A. The Tenant shall pay all costs, expenses, fees, and charges incurred by the Landlord in enforcing, by legal action or otherwise, any of the provisions of this Lease, including the payment of reasonable attorneys' fees, and the Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of this Lease.

B. If the Tenant fails to perform any of the provisions of this Lease (other than failure to pay rent when due), or upon abandonment of the Premises, the Landlord shall give written Notice to the Tenant specifying the particular non-compliance and the Landlord may terminate this Lease not less than 30 days after Tenant's receipt of such Notice unless the Tenant remedies the non-compliance within _____ days in a manner acceptable to the Landlord. In addition to any costs of enforcement, the Landlord shall be entitled to possession of the Premises, rents and other fees due, as well as rents due for the entire remaining Lease Term and any other rights or remedies to which it is entitled at law or in equity. If the Landlord does not pursue Lease termination when non-compliance is noted

or accepts additional rents, such actions do not constitute a waiver or acceptance of the noncompliance. The Landlord reserves the right to take future action against non-compliance.

C. No waiver of any breach of any provision contained in this Lease, or compromise or settlement relating to such a breach shall operate as a waiver of the provision itself, or any subsequent breach.

D. All individual provisions in this Lease shall be severable. If any one or more such provision is determined by any court or administrative body to be unenforceable, or to be in conflict with any law of any applicable jurisdiction such determination shall have no effect whatsoever on the remaining provisions of this Lease.

E. In the event that the provisions of any applicable statute, including but without limitation, the *Virginia Residential Landlord and Tenant Act*, apply to this Lease and are inconsistent with the provisions of this Lease, the provisions of the applicable statute shall control and this Lease shall be deemed to be amended to comply with such provisions.

23. ACCESS TO THE PREMISES. The Landlord or designated representative(s), upon reasonable notification to the Tenant and at reasonable times, may enter the Premises in order to do any of the following: A.) Inspect the Premises. B.) Make necessary or agreed upon repairs, decorations, alterations, or improvements. C.) Supply necessary or agreed services. D.) Place a "For Sale" or "For Rent" sign upon the Premises and a REALTOR Lockbox/Keysafe and to show the Premises to prospective purchasers 90 days prior to the end of the Lease Term or to prospective tenants 60 days prior to the end of the Lease Term. Buyer Agents and Tenant Agents are authorized to show the Premises. E.) Show property to prospective purchasers by appointment any time within Lease term. Tenant will remove or secure any pet(s) on the Premises when property is on market or when repairs are scheduled.

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

24. TRANSFER OF LANDLORD. It is agreed that if the Landlord is transferred back to the Washington Metropolitan area by the Landlord's employer or is discharged from active duty with the Armed Forces of the United States or with the National Guard, the Landlord shall have the right to terminate this Lease by giving the Tenant at least _____ days' notice in writing whereupon the Tenant shall vacate and surrender possession of the Premises to the Landlord within the termination time period.

25. TRANSFER OF TENANT. Under the Servicemembers Civil Relief Act of 2003 ("SCRA"), and under Virginia state law, a Tenant who is a member of the United States armed forces or a member of the National Guard serving full-time duty or as a Civil Service technician with a National Guard Unit (for purposes of this section the foregoing being a "Military Tenant") shall have the right to terminate this Lease if such Military Tenant (i) receives orders to depart 35 miles or more (radius) from the Premises either for a permanent change of station or for temporary duty for more than 90 days, (ii) is discharged or released from active duty or from full-time duty or technician status, (iii) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters, or (iv) after entry into military service, or as otherwise allowed under the SCRA.

A Military Tenant may terminate this Lease by serving Landlord with written Notice of termination stating the date when termination will be effective. That date shall not be less than 30 days after the date Landlord receives the Notice, or otherwise as required under the SCRA. In addition, the termination date shall not be more than 60 days prior to the date of departure necessary for Military Tenant to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer, or otherwise as required under the SCRA. Military Tenant shall attach to Notice of termination a copy of the orders, official notification of orders, or a signed letter from Military Tenant's commanding officer confirming the orders, or as otherwise required under the SCRA. After

exercising the right to terminate this Lease, Military Tenant remains obligated to pay rent for the 30 days following the date the next rental payment is due after the date of written Notice of termination.

Tenants who are not Military Tenants have the right to terminate this Lease if transferred 50 miles or more (radius) from the Premises by the employer stated on the Rental Application. The termination shall be effective on the last day of the second calendar month following the month in which the Landlord receives the Notice of termination. The Tenant shall provide a copy of the Tenant's transfer letter and/or orders, the final month's rent and the following:

A. 1 month's rent if the Tenant has completed fewer than 6 months of the tenancy as of the effective date of termination, OR

B. ½ of 1 month's rent if the Tenant has completed 6 months or more of the tenancy as of the effective date of termination.

26. EARLY TERMINATION OF OCCUPANCY. Except as provided above, the Tenant shall not be released from liability for rent and other charges due under this Lease unless the Landlord agrees in writing to release the Tenant from such liability. Tenant's vacating the Premises prior to the end of the Lease Term will not cancel any claims Tenant or Landlord may have arising out of events occurring during the Lease Term or during any holdover by Tenant.

27. BANKRUPTCY. In the event the Tenant is adjudicated a bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written Notice and the Premises shall be surrendered to the Landlord who reserves the right to repossess the Premises subject to the applicable provisions of law.

28. CONDEMNATION. In the event that the Premises or any part of the Premises is taken by any authority exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by the condemning authority. The Tenant waives all claims against the Landlord or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award that the Landlord may receive.

29. DEATH OF A TENANT OR LANDLORD. If the Tenant(s) or Landlord(s) should die during the Lease Term, the surviving Tenant/Landlord or the estate of the decedent may terminate this Lease by giving 30 days written Notice and a copy of the death certificate to the other party. This right of termination of the Lease must be exercised within 90 days following the death of the party.

30. FIRES OR CASUALTY DAMAGE. In the event the Premises are damaged by fire or casualty, the Landlord may repair the damage within a reasonable time after notification of damage from Tenant or terminate this Lease by Notice to Tenant. If Premises are uninhabitable, Tenants may leave immediately and end this Lease as of the date of departure with 14 days Notice to Landlord. If fire or casualty was caused by Tenant, or Tenant's family, guests, employees or pets, the Tenant shall not have the right to terminate this Lease and the Tenant shall be liable for the rent through the Lease Term.

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

32. CHECK-OUT INSPECTION. The Landlord, within 5 days of receipt of Notice of the Tenant's intent to vacate the Premises, shall make a reasonable effort to advise the Tenant of his right to be present at the Landlord's inspection of the Premises. Tenant shall advise Landlord in writing of the intent to be present at inspection. Landlord shall notify the Tenant of the date and time of the inspection which will take place within 72 hours of Tenant's departure. The inspection will be made to determine what portion of the Security Deposit will be returned to the Tenant and whether the Tenant may be liable for damages exceeding the amount of the Security Deposit.

Prior to the inspection, the Tenant shall:

- A. Have carpets, gutters and chimney, if any, cleaned by a professional company acceptable to the Landlord and provide copies of all paid receipts.
- B. Have the Premises professionally treated for fleas and ticks if pets have been present and provide a paid receipt.
- C. Eliminate all household pests and vermin from the interior of the Premises.
- D. Change all air filters on furnace and air conditioning units. Provide evidence from the company selected by the Landlord that the fuel tank(s), if any, are refilled.
- E. Insure that the Premises, including kitchen, baths and all appliances, floors, walls and windows, are thoroughly cleaned, grass is cut and trash removed.
- F. Have all light bulbs and smoke detectors in working order.
- G. Return all keys, garage door openers, passes and documents provided.

33. SUBORDINATION. This Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting the Premises or the building in which the Premises are located and any modifications, renewals, extensions or replacements to such mortgages or deeds of trust. Although the subordination provision of this section shall be deemed automatic, the Tenant shall, within 5 days after the request, execute any documents requested by the Landlord to confirm such subordination. If the Tenant fails to do so, the Tenant irrevocably appoints the Landlord as the Tenant's attorney-in-fact to execute the documents on behalf of the Tenant.

34. NOTICE. Any Notice ("Notice") provided for or permitted in this Lease to be given by one party to the other shall be in writing and shall be delivered either by U.S. certified mail, return receipt requested, or personal delivery and shall be deemed to have been delivered either three (3) business days after the date if mailed, or the date such Notice is delivered personally. A notification provided for or permitted in this Lease to be given by one party to the other may be delivered by fax, email, or regular postage mail.

35. LEAD BASED PAINT. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not maintained properly. Lead exposure is especially harmful to young children and pregnant women. The Premises were not OR were built before 1978. If built before 1978, the **Lead Based Paint Disclosure** and **EPA information book "Protect Your Family from Lead in Your Home"** are attached.

36. MISCELLANEOUS. The conditions contained in this Lease are binding on, and may be legally enforced by the parties, their heirs, executors, administrators, successors and permitted assigns, respectively. The captions and headings are for convenience of reference only. This Lease contains the final and entire agreement of the parties and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained in this Lease. Any provision of this Lease may be modified, waived or discharged only in writing signed by the party against which enforcement of such modification, Waiver, or discharge is sought. Wherever the context requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include the other gender. Any provision of this Lease that requires the payment of "attorney's fees" or "reasonable attorney's fees" shall only be valid to the extent permitted by law.

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

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

- Pet Addendum
- Lead Based Paint Disclosure. (EPA information book "Protect Your Family from Lead in Your Home" is enclosed.)
- Other _____

39. If Tenant is not a United States citizen and is a member of a diplomatic mission or staff, civil diplomatic immunity with regard to the terms of this Lease is hereby waived. The undersigned Tenant expressly waives any

laws which confer immunity against any judgment for possession of Premises or judgment for rents or damages for breach of Lease.

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

41. ADDITIONAL TERMS. _____

TENANTS SIGNING THIS LEASE SHALL BE JOINTLY AND SEVERALLY LIABLE.

LANDLORD:

TENANT:

Date / Signature

Date / Signature

Date / Signature

Date / Signature

Date / Signature

Date / Signature

