

DEED OF LEASE (RENTAL AGREEMENT)

This agreement is made this 2nd day of October, 2018 between, Mohamed A. Yusuf and Afsheen M. Khan, hereinafter referred to as "Owner"; represented by Richey Property Management, LLC, hereinafter referred to as "Agent"; and Jose A. Velazquez and Samantha M. Velazquez hereinafter referred to individually and collectively as "Tenant". Richey Property Management, LLC, shall represent the Owner to the Tenant(s) in all capacities until and unless otherwise notified by the property Owner. Owner and Agent will hereinafter be referred to collectively as "Landlord". Owner and Tenant mutually covenant, promise and agree as follows:

1. **LEASED PREMISES:** Owner leases to Tenant real property located at 7183 Fairfield Court, Alexandria, VA 22306 in the County of Fairfax AND/OR City of N/A hereinafter referred to as "Premises".
2. **INSURANCE:** *Tenant is hereby REQUIRED, at Tenant's own expense, to maintain insurance to protect against loss of or damage to Tenant's personal property located in or on the leased premises.* Owner shall keep in force (if commercially available) throughout the term of this Agreement an insurance policy covering only the leased premises, and not the contents thereof, for loss due to fire and other casualty losses. Landlord shall not be liable to Tenant or Tenant's guests for injury to personal property not proximately caused by Landlord.
3. Tenant specifically agrees to use the leased premises in a manner that will not violate any federal, state, or local laws or regulations. Tenant also agrees to abide by any rules and regulations of the Homeowners Association and/or Condominium Owners Association. Tenant further agrees not to injure the leased premises or use them in such a way that would disturb the peace of any person. Tenant agrees to use the leased premises only for residential purposes. Tenant shall not perpetrate or contribute in any way to illegal activities in, on or around the premises. Tenant shall notify Agent and appropriate authorities of any known illegal activity by guests or invitees and also of any physical injury to persons in, on and around the rented premises.

The Premises will be occupied by the Tenant(s) listed above and the following persons. All adult residents of the Premises are required to sign this lease.

NAMES OF ALL OCCUPANTS	AGE	RELATIONSHIP TO TENANT
Jose A. Velazquez		Tenant
Samantha M. Velazquez		Tenant

Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement.

4. **TERM:** The term of this Agreement is for 12 months and 24 days, commencing at noon on October 8, 2018 and terminating at noon on October 31, 2019. Either Landlord or Tenant may terminate this lease at its expiration by giving the other party a minimum of 60 days' notice in writing. **Month-to-Month:** If neither Tenant nor Owner/Agent gives proper notice then Tenant shall continue as a month-to-month Tenant. During such month-to-month tenancy, the original terms of this Agreement, and all other provisions of this Agreement shall remain in full force and effect. If a month-to-month tenancy is established after the original term of this Agreement, it may be terminated by either Landlord or Tenant at the end of any month upon 60 days prior written notice; except that the **Tenant may not terminate the month-to-month tenancy during the period from November 1 to December 31, or January 1 to January 31 in any year without written agreement of the Landlord. Month-to-month tenancy will cause an automatic increase in rent by 8.0 %.**
5. **RENT:** Tenant shall pay to Landlord for the use and occupancy of the leased premises the sum of \$27,496.32; this is payable in monthly installments of \$2,150.00 plus a pro-rated amount (details below) of \$1,696.32.
 - a. **RENT DUE DATE** - Monthly rent installments shall be due and payable on the 1st day of each month thereafter during the term of this Agreement. Any rent not received by the 1st is LATE.
 - b. **FIRST MONTH & PRORATED AMOUNT** - Upon execution of this Agreement, Tenant shall pay to Landlord the first full month's rent. The prorated payment for the partial month may be made at the first payment period following the start of the lease. The proration is in the total amount of \$1,696.32 (\$70.68 per day x 24 days) which shall be paid on or before 11/01/2018. The receipt for payment of first month's rent is hereby acknowledged by Landlord as follows: \$0.00 paid to date with the **balance due of \$2,150.00** which shall be **paid to Long & Foster upon execution of this agreement.**

Confirmed by: _____.

- c. **PAYMENT ADDRESS** - Monthly rental payments shall be paid electronically online in the RPM Tenant Portal. Our software provider charges a payment processing fee for each online payment (currently \$1.95 for ACH, more for credit cards). Payments received by check, money order or other manually processed form will incur a handling charge of up to \$10.00 per item processed; they must be made payable to: Richey Property Management and delivered or mailed to the same at Richey Property Management, 11870 Sunrise Valley Drive, Suite 201, Reston, VA 20191.
 - d. **LATE PAYMENTS** - If the monthly rental Payment is not received by Landlord by midnight on the 3rd day of the month, a late charge in the amount of **10.0% of the rent amount due** will be assessed and immediately due and owing. The Landlord may, at their sole discretion, require any late payments to be made with cash or certified funds. An additional \$250.00 will be assessed and immediately due and owing in the event that Landlord serves Tenant with any Notice to Pay Rent, Non-Compliance Notice or Pay or Quit Notice, or other similar notice (any notice to begin the Eviction Notice process).
 - e. **N.S.F. CHECKS** - An additional \$50.00 fee will be assessed for each personal check that is returned or retained by any financial institution. The N.S.F. check shall be redeemed in cash or money order. All payments for fees other than rent or security deposits shall be made payable to Agent. In addition, if the monthly rent payment and any other assessed fees are not paid by the 15th day of any month, Landlord, at Landlord's option, may immediately initiate legal proceedings to evict Tenant.
 - f. **MULTIPLE OCCUPANCY** – It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of the full rent amount and performance of all other provisions of this Agreement.
6. **SERVICE FEES:** Tenant will pay to Agent certain fees and charges as defined here and in the Tenant Handbook. This includes, but is not limited to, a move-in fee of \$150.00; a lease renewal/continuation fee of \$50.00 at the renewal/continuation of each lease term (including month to month continuations). These fees and amounts are subject to change from time to time.
7. **SECURITY DEPOSITS:** Upon the execution of this Agreement, Tenant will deposit with Landlord the sum of \$2,100.00 plus an additional amount of \$500.00 representing Pet Deposit, to total \$2,600.00. Regardless of how the deposits are labeled or identified they may all be used for all obligations of the Tenant. This amount may be paid by personal check, money order or certified bank check if paid at least 2 weeks before the lease start. If the payment is made within 2 weeks of lease start it must be paid with a certified bank check.

Receipt of deposit is hereby acknowledged by Landlord as follows:

\$ 0.00 paid by (chk#) _____ on (date) _____.

Confirmed by: (initials/name) _____.

And the balance due of \$2,600.00, which shall be paid on or before 10/08/2018, prior to Tenant receiving keys for or taking occupancy of the property.

These deposits shall be held by Landlord without liability for interest as a cleaning and breakage deposit and as security for the faithful performance by the Tenant of the terms and conditions of this Agreement. **No portion of this deposit may be used to pay the final month's rent or any other rents due without written agreement from the Landlord.**

\$ 0.00 shall be automatically converted into a non-refundable fee for payment of N/A upon vacating the premises.

Landlord shall have the right at Landlord's discretion and option to appropriate and apply as necessary the balance of this security deposit as compensation for any type of loss or damage incurred as a result of this tenancy. If Tenant terminates tenancy prior to the end of the minimum term then Tenant forfeits all deposits. Deposits shall be used first to pay first for repairs and cleaning and late fees; and then the remainder will be used to pay any other outstanding debts (including rent) in the order such amounts became due. Within 45 (forty-five) days after surrender of possession of the leased premises, Landlord shall refund to Tenant any portion of the security deposit that has not been used by Landlord pursuant to the terms hereof. If the refund is less than the amount deposited by the tenant, Landlord shall include with the refund a written statement itemizing the amounts retained by Landlord and the purposes for which such amounts were retained.

Tenant agrees to indemnify Landlord in the event the amount of damage exceeds the amount of the security deposit. This includes expenses for any and all damage caused by Tenant and/of any of Tenant's guests or invitees.



8. **HOMEOWNERS' AND CONDOMINIUM OWNERS ASSOCIATIONS:** The Premises is located within, and subject to the rules and regulations of:

The Home Owners Association of Woodstone

AND/OR

The Condominium Association of N/A

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 the Tenant pays any additional user fees not included in Landlord's regular base dues. The Landlord agrees to complete the necessary forms for the Tenant to obtain or use Association recreation facilities and services.

Tenant agrees to pay all move-in and move-out fees, deposits, elevator fees, registration fees and the like. Tenant acknowledges that they may need to reserve/schedule the elevator during Tenant's move-in and move-out. Tenant will call the Association to schedule the move. Moving days and hours may be restricted. Tenant will comply with all maintenance programs of the Association and provide access for contractor inspections. Tenant agrees to register cars, bicycles, pets, etc. with the Association as required.

9. **EARLY TERMINATION:** If the Tenant wishes to modify or terminate this lease prior to the expiration date of the lease or any extensions the termination will proceed under the following guidelines. Tenant will pay a Lease Modification or Lease Break Fee, payable to the Property Manager (currently \$245.00, which may change from time to time). Tenant shall sign Landlord's Early Termination Agreement, giving notice of intent to vacate and providing a firm date upon which the property will be vacant, cleaned and available for a new tenant or buyer. Tenant will keep the Premises in neat, clean and orderly condition and available for showing during the entire notice period. Tenant will allow use of a Realtor lockbox for showings during this period. Tenant shall be responsible for paying all rent and keeping all utilities in place until a new tenant/buyer is found and has started their new lease or ownership, or the expiration of the lease term, whichever comes first. Landlord will market the property for rent or sale within a reasonable time and at a reasonable market rate as determined by Landlord. Tenant will pay any shortfall in lost rent (due to a decrease in rental rate). In addition, Tenant will pay a Lease Break Fee equivalent to one month's rent if the lease is terminated in the first half of the current lease period; 1/2 month's rent thereafter (this applies to the original lease period or any lease extension periods and is intended to offset the unexpected expense to the owner of re-renting the property) plus any other expenses associated with terminating this lease prior to the expiration date. Landlord will retain full discretion to approve or deny any applicants.

10. **TENANT'S MILITARY RELOCATION CLAUSE:** By signing this Lease Agreement (or future extensions to this Agreement) Tenant avows that they have not planned to retire from the military service before the end of this lease term. Landlord will comply with all legal requirements of Military Relocation laws. The general outline of this coverage follows and specific details are under the Service Members Civil Relief Act of 2003 ("SCRA"), as it may be amended from time to time, and under Virginia law. In these laws a tenant who is a member of the United States Armed Forces or the National Guard serving full-time active duty, or a Civil Service technician with a national Guard Unit ("Military Tenant") has the right to terminate this Agreement if such Military Tenant (1) receives orders to depart thirty-five (35) miles or more radius from the Premises either for a permanent change of station or for a temporary duty for more than ninety days, (2) is discharged or released from active duty or from full-time duty or technical status, (3) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters, or (4) after entry into military service.

The Military Tenant may terminate this Agreement by serving Landlord with written Notice of Termination stating the date when termination will be effective. The date of termination shall not be less than thirty (30) days after the first date on which the next rental payment is due following the delivery of the written Notice. In addition, the termination date shall not be more than sixty (60) days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Military Tenant shall attach to Notice of Termination a copy of the orders, official notification of orders, or a signed letter from the commanding officer confirming the orders.

11. **OWNER'S RELOCATION CLAUSE:**

The Owner of this property:

RESERVES THE RIGHT

-OR-

WAIVES THE RIGHT

To enact a lease termination due to relocation.

If the Owner has reserved this right, the Owner may terminate the lease by giving at least 60 days' written notice to Tenant of his intent to terminate. Termination of the lease must be due to a change in employment or due to a family emergency situation.

12. **UTILITIES/SERVICES:**

Owner shall be responsible for the payment of the following utilities/services to the premises:

- Electric
 Gas
 Water
 Trash
 Sewer
 Cable/Satellite TV
 Telephone
 HOA/Condo Dues
 Other: _____

Tenant shall be responsible for the payment of the following utilities/services delivered to the leased premises:

- Electric
 Gas
 Water
 Trash
 Sewer
 Cable/Satellite TV
 Telephone
 Internet
 Other: _____

Tenant shall have the above services put in their name beginning on the first date of occupancy. Any such bills for these services intermittently billed to Owner during this tenancy will be charged back to Tenant and shall be due for reimbursement upon receipt of invoice from Owner. If after the first billing period, any or all utilities have still not been transferred into Tenant's name Owner reserves the right to charge an administration fee to tenant and will notify Tenant that such service(s) will be terminated by Owner immediately. Owner shall not be liable for damages resulting from any failure of any utility or for injury to any person (including death) or damage to property resulting from any condition of leased premises, unless such damage is the proximate result of the negligence or unlawful act of Owner.

Tenant expressly assumes the risk of loss or damage to Tenant's property in the leased premises. Tenant shall also assume liability for and pay for all loss or damage to Owner's property (real or personal property) caused by any freezing pipes or other problems which result from Tenant's neglect and/or failure to provide proper heating, climate control, or the termination of utilities whether intentionally or due to non-payment of bills by Tenant.

13. **CONDITION OF LEASED PREMISES:** The Premises shall be delivered to the Tenant in clean condition. Owner will ensure that the property and carpets are professionally cleaned. In the event that cleaning is impeded by the actions of prior tenants or contractors Owner will arrange the necessary cleaning as soon as possible. Tenant acknowledges Tenant has examined the leased premises and accepts the leased premises in their present state and without any other representation or warranty by Owner as to the condition of such property. The taking of possession of the leased premises by Tenant shall be conclusive evidence against Tenant that the leased premises were in a good and satisfactory condition at the time such possession was taken. Any exceptions shall be noted by Tenant and made known to Owner *in writing* (either on a Property Inspection Form or otherwise). Any unsatisfactory condition of the premises not brought to the attention of Owner within 10 days of Tenant's possession of premises may be assumed to have been the cause of the Tenant and will be charged accordingly.

14. **REPAIR AND MAINTENANCE:** The Tenant shall not deliberately destroy, deface, damage, impair, or remove any part of the Premises or common areas, 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, invitees, agents, employees, or pets.

a. **TENANT RESPONSIBILITIES:** The Tenant is responsible for the following:

- 1) Maintaining the Premises in a clean and sanitary condition and disposing of all trash, garbage, and waste in sealed containers. Any fines incurred for failure to comply with relevant rules, laws and codes will be promptly paid by Tenant and Tenant will furnish a receipt of payment to Owner immediately.
- 2) Using and operating all appliances, equipment and systems in a safe and reasonable manner and not to overload any system. **Tenant must drain outside water spigots each fall to prevent freezing.** In the event the plumbing at the Premises is frozen or obstructed due to the negligence of the Tenant, Tenants, family, guests or invitees, the Tenant shall pay immediately the cost of repairing frozen pipes or clearing such obstruction and any additional costs associated with the repair (i.e. drywall, carpets, etc.)
- 3) **Changing furnace filters and air conditioner filters at least every two (2) months.**
- 4) Furnishing and replacing all light bulbs and fuses as needed.
- 5) Clearing all drains and toilets, maintaining caulking around bath tubs and showers, maintaining all carpeting and flooring in a clean and good condition, replacing broken or damaged glass, screens, flooring and drywall.
- 6) Mowing, watering and maintaining the lawn and pruning shrubbery; promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, downspouts, drains and grounds free of leaves and other debris.
- 7) Promptly reporting in writing to the Owner 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 Owner to repair or correct such defects, breakage, malfunction or damage.

- 8) The cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to keep appointments (or requiring appointments to be scheduled during overtime hours) with service persons who require access in order to make scheduled repairs plus an administrative fee to RPM. Any request for repair is understood to mean that permission to enter the Premises to make the repair has been given by the Tenant.
 - 9) Making any repairs, alterations, or additions required by any governmental authority, Owners association, insurance company or the Managing Agent due to the Tenant's use.
 - 10) 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 elimination of all such pests and vermin.
- b. **MAJOR REPAIRS** - Owner shall be responsible for all major repairs to the premises except repairs for damages which were caused by the acts or omissions of Tenant or Tenant's guests. Examples of repairs paid by Owner may include the following as applicable: Repairs to roof, foundation, exterior walls, furnace, sewers, hot water heater and air conditioner.
- c. **MINOR REPAIRS** - Tenant agrees, at Tenant's sole expense, to keep and maintain the leased premises in a clean and sanitary condition at all times and to keep every part thereof in good order, condition and repair. All maintenance problems or damages must be brought to the attention of Owner as soon as possible for determination of responsibility and proper disposition. Any repairs made or contracted by Tenant without the written consent of the Owner shall be the responsibility of the Tenant. Tenant will be held liable for any damages caused by Tenant's negligence (such as damage to flooring during movement of washer/dryer), lack of upkeep (such as furnace damage caused by failure to clean or replace air filter), misuse, pets or any additional damage caused as the result of Tenant's failure to report maintenance problems to Landlord in a timely manner. Tenant will be responsible for damage caused by negligent overflows of water and for repair or replacement as required of damage caused by others (i.e. vandalism, break-ins, etc.) which is not reported within 24 hours to police or insurance company and Landlord as appropriate. Tenant will reimburse Landlord for any such repairs necessary within 30 days of delivery of the invoice for the charges unless otherwise agreed upon **in writing**.
- d. **LOCKS** - The Tenant may not change the locks on the Premises without written consent from Landlord unless it is required due to emergency reasons. If the locks are changed for any reason the doors must all be keyed the same and the Tenant shall provide two keys to the Landlord within 24 hours. Any change of knob/lock hardware must be of equal or better quality and similar style. The Landlord may require the replacements to be of an identical style. Rekeying the existing locks is recommended if an emergency need arises for the tenant.
- LOCKOUTS** – Landlord is not responsible for providing lockout service to the tenant. If the tenant becomes locked out the following options will be available:
- 1) If a spare key is available the Tenant may pick up a key from RPM during normal office hours at no charge. **The key must be returned within 5 days or a \$25 fee will be applied to the Tenant's account.**
 - 2) After regular business hours, **if a representative of RPM is available**, the tenant may pick up a key from the RPM office or request that RPM meet the tenant at the property or another location. Additional fees will apply for each level of service and charged to the tenant.
 - 3) The tenant may have the locks opened by a licensed locksmith at their own cost.
- e. **UPON MOVE OUT** - At the end of the term of this Agreement, Tenant agrees to return the leased premises to Landlord in as good a condition as it was at the beginning of the term with reasonable wear and tear excepted. Tenant agrees to:
- 1) Professionally clean the home by a vendor approved by Landlord, and provide receipts for such.
 - 2) Professionally clean the carpets by a vendor approved by Landlord, and provide receipts for such.
 - 3) Professionally treat for fleas, pests or vermin if present or if pets were kept in the home.
 - 4) Professionally clean the gutters by a vendor approved by Landlord, and provide receipts for such.
 - 5) Professionally clean the chimneys (for wood burning fireplaces) and provide receipts for such.
 - 6) Ensure all smoke detectors and carbon monoxide detectors are in working order, with batteries.
 - 7) Return all copies of keys, fobs, remotes, etc. including any duplicates made to RPM office.
 - 8) Ensure that an operating light bulb is in each light socket to verify operation of the fixture.

Landlord shall consider any move-in inspection form or other form of written notification by Tenant upon move-in (per section 7) when determining repair and/or maintenance charges to Tenant. If Tenant shall lease the premises in a condition contrary to the requirements of this agreement at the termination hereof, Tenant agrees to pay the costs of cleaning, repairing or replacing as necessary to correct such condition and agrees that the security deposit paid to Landlord may be applied to such purpose to the extent necessary. Tenant further agrees to be responsible for Landlord's loss of

rental income during any period which is reasonably required to perform such cleaning or repairs and agrees that the security deposit paid to Landlord may also be applied toward the same.

- 15. **ALTERATIONS AND ADDITIONS:** Tenant shall not make or permit any alterations or additions to leased premises without prior written consent and approval of Landlord.
- 16. **MOLD AND MILDEW:** Tenant shall maintain appropriate climate control, keep the Premises clean, and take necessary measures to retard and prevent mold from accumulating in the dwelling unit. Tenant agrees to clean and dust the dwelling unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any heating, ventilation or air conditioning ducts. Tenant also agrees to report immediately in writing to Landlord: (i) any evidence of a water leak or excessive moisture in the dwelling unit, common hallways, storage room, garage or other common area; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows. Tenant shall be responsible for damage to the dwelling unit and their personal property as well as any injury to the occupants of the Premises resulting from failure to comply with these terms.
- 17. **ASSIGNMENT AND SUBLEASE:** Tenant shall not transfer, assign, or sublease their interest in the leased premises.
- 18. **SUCCESSORS:** Subject to the above paragraph, this Agreement shall be binding upon all successors in interest, legal representatives, personal representatives, and assigns of either party.
- 19. **COMMUNICATION:** Tenant agrees that email, if confirmed or replied to, is an acceptable form of written communication.
- 20. **ENTRY AND INSPECTION:** Tenant agrees Landlord and Landlord's agent's shall have the right to enter leased premises during daytime hours, and with at least 24 hours prior notice to Tenant to inspect the Premises, make necessary or agreed upon repairs, decorations, alterations, or improvements, supply necessary or agreed upon services, and to exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. Landlord may, however, enter leased premises without prior notification to Tenant in cases of emergency or when Tenant has abandoned or surrendered leased premises.

During the final 90 days of this agreement the Tenant shall maintain the property in very neat, clean and orderly condition and the Landlord shall have the right to place a lockbox on the property and present it for sale or rent. Visitors may obtain entry with the Landlord or a licensed Realtor by giving 1 hour notice to Tenant.

- 21. **ANIMALS:** No animals of any kind shall be kept on, in, or about leased premises without prior written consent and approval of Landlord. Should pet(s) be kept in the house the Tenant agrees to professionally clean all carpets and exterminate the premises after move-out. Pets will require an additional security deposit.

Description of Approved Pet(s) (Size/Type/Breed/Sex/Age/): Cat/DSH/10 lbs. and Cat/DSH/14 lbs.

Approved By: Name _____ Initials: _____

Tenant agrees that a) the pet(s) will be kept inside; or when outside, kept within a fenced area, on a leash, or otherwise controlled by Tenant at all times; b) all pets are subject to local ordinances including noise rules and shall not disturb neighbors; c) animal wastes are a danger to health and sanitation and that Tenant shall clean up after the animal(s) inside and outside at all times. Certain types of pets are not allowed. These include, but are not limited to, dangerous animals, monkeys, ferrets, pigs and snakes. The privilege to keep any permitted pet may be revoked if the pet is or becomes a nuisance or annoyance or interferes with the rights, or enjoyment of neighbors or because of any noises, or smells caused by the pet, or damage caused by the pet, or if the owner revokes this pet agreement, which the owner may do at any time.

Tenants must make written request of Landlord before bringing a pet into the home to stay. If Tenant has guests visiting with pets they must make written request of Landlord for permission to keep the pets on premises. **If the Tenant is found to be keeping unauthorized pets the rent will automatically and immediately increase by \$200.00 per pet per month.**

Landlord shall not be held liable for any damage to person or property caused by the pet and Tenant agrees to take full responsibility for the actions of their animals; holding Landlord harmless from such liability.

- 22. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture or other receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.
- 23. **SMOKING:** Tenant shall not smoke or permit any guests or invitees to smoke cigarettes, pipes, cigars or any other smoking material inside the leased premises.
- 24. **INDEMNITY:** Tenant agrees to indemnify and hold Landlord harmless from and against all claims arising from any act, omission, or negligence of Tenant or Tenant's licensees, servants, employees, or invitees occurring in or about the leased premises during the term of this Agreement, and from and against all costs, expenses, liabilities incurred in or in connection with any such claim or proceeding brought thereon including attorney's fees incurred in connection therewith.



25. **ABANDONMENT OF PROPERTY:** If personal property is left behind by Tenant after Tenant vacates the leased premises, Landlord may, at Landlord's sole discretion, move and store such property for a period of up to 14 (Fourteen) days. If Tenant does not claim such property within this period, then Landlord shall dispose of such personal property in any manner that Landlord chooses. Landlord may charge Tenant reasonable costs of moving, storage, disposal and administration of such property.

26. **NOTICES:**

- a. All notices required under the terms of this Agreement shall be in writing. Notices to Landlord shall be deemed given when personally delivered to Landlord, or Landlord's designated Agent, or by mail. All notices to Tenant may be served as provided by law, or may be given at Landlord's option, upon personal delivery to the premises whether or not Tenant is actually present at the time of said delivery, or by depositing the same in the mail, addressed to Tenant at the post office address of the leased premises. Tenant and Landlord agree mailed notices shall be deemed given 2 (Two) business days following the date of the postmark on such envelope.
- b. Should tenant vacate the premises without giving the required notice to Landlord:
 - i. Tenant shall be liable to Landlord for rent, utilities, maintenance and all normal expenses under the lease for the entire notice period of the lease regardless of when the Landlord becomes aware that Tenant has vacated. Tenant shall also be liable for other financial damages including (but not limited to) the cost of re-renting the property and the cost of utilities connection in the name of the Landlord. Landlord shall not hold Tenant liable for rent for any period during which the premises have been re-rented and Landlord is actually being paid by the new Tenant.
 - ii. Tenant shall be responsible for all damage resulting from theft and shut off of utilities (including but not limited to frozen and/or burst water pipes) until such time as the Owner becomes aware of the premises being vacated and has sufficient time to retake possession of said premises and make appropriate arrangements for necessary utility services.

27. **DEFAULT AND REMEDIES-** The following sections shall demonstrate defaults of this agreement by Tenant and the remedies of Landlord should said default occur:

a. **EVENT OF DEFAULT DEFINED** - Each of the following shall be deemed an Event of Default:

- i. If Tenant shall default in payment of rent or any other sum due under this Agreement;
- ii. If Tenant, after written notice, shall default in the performance or observance of any other term, covenant, or condition of this Agreement and shall not cure or remedy such default with all reasonable dispatch within a period not exceeding 10 (Ten) days, unless said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said 10 (Ten) day period and if Tenant shall not have diligently commenced curing such default within such 10 (Ten) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default;
- iii. Abandonment of the leased premises;
- iv. If Tenant's interest or any part of Tenant's interest in the Premises is transferred either voluntarily or by operation of law;
- v. If Tenant neglects to maintain the property in a satisfactory manner of cleanliness and repair.

b. **LANDLORD'S REMEDIES** - Upon occurrence of an Event of Default, Landlord may, at Landlord's option, take any action as permitted by law to re-enter the leased premises, take possession thereof, eject all persons therefrom, using all necessary force to do so, and with or without re-entry, declare this Agreement at an end.

If Tenant breaches this Agreement and abandons the leased premises before the end of the term, or if Tenant's right to possession is terminated by Landlord because of a breach of this Agreement, then in either such case, Landlord may recover from Tenant all damages suffered by Landlord as the result of Tenant's failure to perform Tenant's obligation hereunder.

c. **RIGHT TO CURE DEFAULTS OF TENANT** - In the event of Tenant's breach or default of any covenant in this Agreement, Landlord may at any time, cure such breach or default for the account and at the expense of Tenant. If Landlord at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any actions or proceedings to enforce Landlord's rights under this Agreement or otherwise, the sum or sums so paid by Landlord, with all interest, costs, and damages, shall be deemed to be additional rent under this Agreement and shall be due from Tenant to Landlord on the first day of the month following the incurring of such expense.

d. **WAIVER** - A waiver of any breach or default shall not be a waiver of any other breach or default. Landlord's consent or approval shall not be a waiver of any other breach or default. Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.



- 28. **REPORT TO CREDIT/TENANT AGENCIES:** Tenant is hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.
- 29. **TIME OF ESSENCE:** Time is hereby expressly declared to be of the essence of each and every covenant, term, condition and provision of this Agreement.
- 30. **GOVERNING LAW:** This Agreement shall be governed by, construed, and enforced in accordance with the laws and legal decisions of the State of Virginia.
- 31. **EXECUTE DOCUMENTS:** The parties agree to execute and deliver any instruments and writings necessary to carry out any term or condition of this Agreement, whenever the occasion shall arise, and request for such instruments shall be made.
- 32. **ATTORNEY'S FEES:** If the Landlord party has to retain legal counsel to enforce any of the rights and obligations created under this Agreement, the Landlord shall be entitled to recover from the Tenant reasonable attorney's fees and costs regardless of whether litigation is actually instituted.
- 33. **SALE OF PREMISES:** In the event of the sale, voluntary or involuntary, transfer, or assignment of Landlord's interest in the leased premises during the term of this Agreement, the same transaction shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Agreement in favor of Tenant, and in such event, Tenant agrees to look solely to the responsibility of Landlord's successor in interest, and recognizes such successor in interest as Landlord under this Agreement. Tenant shall not act in any manner to intentionally hinder the sale and shall cooperate with Landlord and/or Landlord's representatives to the full extent of the law.
- 34. **FAIR HOUSING:** Owner and Tenant understand that the State and Federal Housing Laws prohibit discrimination in the leasing of housing on the basis of race, religion, color, sex, familial status, sexual preference, handicap, or national origin.
- 35. **LEAD PAINT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, LANDLORDS must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. TENANTS must also receive a federally approved pamphlet on lead poisoning prevention.
 - a. The Premises (rented property) was built (completed) during or after 1978
-OR-
 - b. The Premises (rented property) was built (completed) prior to 1978 and;

_____ These Tenant initials shall verify the receipt of 1) the Lead Paint Law Pamphlet and 2) Lead Paint Law Disclosure Form. Tenant agrees to notify Landlord in writing of any deteriorated and/or peeling paint.

-AND-

 - i. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the premises and has no reports or records pertaining to lead -based paint and/or lead-based paint hazards in the premises.
 - OR-
 - ii. See Attached disclosure of Landlord information.
- 36. **PARKING:** No unsightly or non-operational vehicle or item may be stored on or around the premises without prior written consent of Landlord. Vehicles may only be parked on hard paved surfaces intended for vehicle traffic. Any vehicle that is leaking any substance must not be parked anywhere on the premises. **Tenant must comply with all rules and regulations of the Homeowners' Association (HOA) or Condominium Association, local and community laws regarding parking, registration, and permitting.** Special conditions on number of vehicles or parking:



37. **ADDITIONAL CONDITIONS OF LEASE:**

THESE CONDITIONS SHALL SUPERSEDE THE REST OF THE DOCUMENT.....

38. **ENTIRE AGREEMENT:** All negotiations, considerations, representations, and understandings between the parties are incorporated in this Agreement. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties.

IN WITNESS THEREOF, the parties have read, understood and do hereby, execute this Agreement on the date written above.

 Tenant Date Owner (or Agent) Date

 Tenant Date Printed Name

 Tenant Date Owner Date

 Co-Signer(s) (if any) Date Printed Name

SAMPLE
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