

## LEASE – COMMON LAW

### THIS LEASE IS NOT GOVERNED BY THE VIRGINIA RESIDENTIAL LANDLORD TENANT ACT

This RESIDENTIAL LEASE (“Lease”) is made on \_\_\_\_\_ by and between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”) who acknowledge by their signatures below that in this real estate leasing transaction, \_\_\_\_\_ (“Listing Company”) represents Landlord, and \_\_\_\_\_ (“Leasing Company”) represents ☐ Landlord **OR** ☐ 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 and made a part of 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.** Landlord leases to Tenant and Tenant leases from Landlord, the residence and all improvements, to include all fixtures, appliances, equipment and systems (the “Premises”) described as follows:

Street Address: \_\_\_\_\_  
Subdivision \_\_\_\_\_, County/City \_\_\_\_\_  
Parking Space # \_\_\_\_\_, and if applicable, Mail Box # \_\_\_\_\_  
If a Condominium: Unit # \_\_\_\_\_, Condominium: \_\_\_\_\_, Storage Bin # \_\_\_\_\_

- 2. LEASE TERM.** The term (“Lease Term”) will begin at noon on \_\_\_\_\_ and end at 5 p.m. on \_\_\_\_\_.

☐ Lease Term shall be extended automatically as a month to month lease upon the same terms and conditions as set forth in Lease (“Extended Term”). If Lease is extended, not less than 30 days prior written Notice by either party shall be required to terminate Lease at the new end date. Extended Term shall end on the last day of the month.

**OR**

☐ Tenant shall vacate at the end of Lease Term unless Tenant and Landlord have agreed in writing to extend or renew Lease. Parties shall Notify each other not less than 60 days prior to the end of the initial Lease Term if they wish to negotiate extending or renewing Lease.

Should Tenant fail to vacate as scheduled, the per diem rate will double.

- 3. RENT.** The total rent for the initial Lease Term shall be \$ \_\_\_\_\_ payable in monthly installments. The first full month’s rent for \_\_\_\_\_ (month) in the amount of \$ \_\_\_\_\_ shall be paid prior to occupancy and is payable in certified funds, cashier’s check or money order. Monthly installments of \$ \_\_\_\_\_ are due in advance on the first day of each month beginning on \_\_\_\_\_, without notification, demand or deductions. If 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. “Rent” shall include all sums due and payable to Landlord or to any third party where the payment is for the benefit of Landlord, such as condo or home owner association dues or utilities that Tenant is obligated to pay, and for which a failure to pay may result in harm to Landlord or to the Premises.

- 4. LATE PAYMENT AND RETURNED CHECKS.** Installments of Rent not received by Landlord on or before the due date are late and a default under Lease. If any installment of Rent is not received by Landlord within \_\_\_\_\_ days from the due date, Tenant agrees to pay a late charge of \$ \_\_\_\_\_. Tenant also agrees to pay Landlord an additional charge of \$ \_\_\_\_\_ for each returned check. Landlord has the right to require that all payments

be made by money order, cashier's check or certified check payable to ☐ Landlord **OR** ☐ Managing Agent.

5. **FAILURE TO PAY RENT.** Tenant's failure to pay any installment of Rent, late charge, utilities, or HOA dues when due is a default under Lease. If Tenant does not pay any of the foregoing obligations within 5 days after receipt of written Notice to cure, Landlord may terminate Lease and proceed to obtain possession in accordance with the law and seek such damages as are appropriate under Lease and Virginia Law.

6. **MANAGEMENT.** \_\_\_\_\_ ("Managing Agent"),  
Office Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_, Email: \_\_\_\_\_ is  
authorized to manage the Premises and collect Rent on behalf of Landlord and shall exercise  
all rights of Landlord under Lease.

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

\_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_.

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

7. **APPOINTMENT OF REGISTERED AGENT BY NONRESIDENT LANDLORD.** Any  
individual nonresident of Virginia who owns and leases residential or commercial real  
property in Virginia shall have and continuously maintain an agent who is a resident and  
maintains a business office within the Commonwealth of Virginia. Landlord designates:

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_, as the registered agent.

8. **TRUTHFULNESS OF THE RENTAL APPLICATION.** Tenant warrants that the  
statements made on the Rental Application ("Application"), which are made a part of Lease,  
are material representations that have been relied upon by Landlord. If any material facts in  
Application are untrue, Landlord shall have the right to: (a) terminate Lease, (b) hold Tenant  
liable for any and all damages to the Premises, (c) exercise all legal and equitable rights and  
remedies, and (d) recover reasonable attorney's fees and costs and all costs incurred to  
reclaim the Premises and to rent the Premises to another tenant.

9. **USES.** Tenant will use the Premises solely as a **single-family residence** for only those  
adults and children listed on Application and those children born, adopted, or placed under  
the legal care of Tenant hereafter, and for no other purpose. No portion of the Premises shall  
be sublet or assigned without the prior written consent of Landlord. Occasional visits by  
guests, not to exceed 2 weeks during any consecutive 12 month period, are permitted without  
the prior written consent of Landlord. Tenant shall not use nor 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 Landlord or Association. Lease may be terminated at the  
option of 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. Landlord has the right to terminate Lease where an  
immediate threat exists that materially affects the health or safety of either 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, Landlord shall give Tenant written Notice of termination with the time of vacating to be commensurate with the urgency of the situation. Tenant shall vacate and surrender possession of the Premises to Landlord within the time period specified in the Notice of termination.

- 10. PETS.** Tenant and/or Tenant's guests shall not keep pets on the Premises without the prior written consent of Landlord. Consent may be revoked if Tenant does not obey all Association requirements, Landlord's rules and regulations, and local laws. 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. Written consent is hereby granted only for the pet(s) listed on the Application.

- 11. HOME OWNERS', CONDOMINIUM ASSOCIATION OR COOP.** This property is subject to a ☐ Home Owner Association ☐ Condominium Association ☐ Cooperative.

Tenant must obey the rules and regulations of the \_\_\_\_\_ Association ("Association") which are available to Tenant. Tenant's failure to comply with the requirements and/or rules and regulations of Association shall constitute a breach of Lease. Tenant shall pay all costs incurred to cure such a breach. Lease grants Tenant the right to use the allowable common areas and facilities of Association for Lease Term, provided that Tenant pays any additional user fees. Landlord agrees to complete the necessary forms for Tenant to obtain or use Association recreation facilities and services.

Tenant agrees to pay all move-in and move-out fees and elevator fees. Tenant acknowledges that the elevator will need to be reserved during Tenant's move-in and move-out. Tenant will call Association at Phone Number \_\_\_\_\_ to schedule the move. Moving days and hours may be restricted. Tenant will comply with all maintenance programs of Association and provide access for contractor inspections. Tenant agrees to register cars, bicycles and pets with Association, as required.

- 12. VEHICLE PARKING.** No motor vehicle, trailer or motorcycle shall be parked on the Premises without current license plates and jurisdictional 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 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 Lease Term. Landlord certifies to Tenant that any fuel tank(s) are or will be full at the beginning of Lease Term. Tenant agrees to purchase utility service from \_\_\_\_\_, as selected by Landlord. Prior to the release of the Security Deposit, Tenant shall provide to Landlord proof of payment of final utility bills.

- 14. LANDLORD MAINTENANCE.** Except as otherwise noted, 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 Tenant.

- 15. FIXTURES AND APPLIANCES.** 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 listed below. Any fixtures and appliances provided in "As-Is" condition need not be repaired, replaced or maintained by Landlord. Those items listed "As-Is" are provided in as-is, where-is condition, with any existing faults.

**Appliances:** \_\_\_\_\_

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**“As-is” Appliances:** \_\_\_\_\_

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- 16. SMOKE AND CARBON MONOXIDE DETECTORS.** Landlord certifies to Tenant that smoke detector(s) have been installed in accordance with the law. Tenant must check smoke detector(s) periodically during the tenancy, replace batteries as needed and report any malfunctions in the smoke detector(s) to Landlord in writing. Within 5 days of receipt of written Notice from Tenant that a smoke detector is defective, Landlord, at Landlord’s expense, shall provide for the service, repair or replacement of smoke detectors.

Tenant has the right to install carbon monoxide detector(s) at Tenant’s sole cost and expense in accordance with the law. Tenant shall not remove or tamper with a properly functioning carbon monoxide detectors or smoke detectors, including removing any working batteries, so as to render the detector inoperative. Landlord is not responsible in any way for the installation or use of a carbon monoxide detector installed by Tenant, and Tenant agrees to indemnify and hold Landlord harmless from any and all claims or losses arising from the installation or use of the carbon monoxide detector.

- 17. SECURITY DEPOSIT.** Prior to the beginning of Lease Term, Tenant shall deposit the sum of \$ \_\_\_\_\_ (“Security Deposit”) to be held by \_\_\_\_\_, who will place it in a federally insured depository and retain any accrued interest. Security Deposit is to ensure Tenant’s full compliance with all provisions of Lease, including but not limited to, Tenant obligations with respect to property damage caused by Tenant, guests, and/or pets. Tenant shall pay the costs of repairs, replacements or Landlord’s other damages that exceed Security Deposit. **Tenant cannot use Security Deposit for any payment of rent or other obligations.**

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

Within 45 days after the termination of the tenancy and Tenant’s vacating the Premises, Landlord shall return Security Deposit to Tenant, less any deductions, provided Tenant has performed all obligations under Lease, returned all keys, passes and documents, and surrendered the Premises in the same condition as at the beginning of Lease Term, except for reasonable wear and tear. Within 30 days after termination of the tenancy and Tenant’s vacating the Premises, Landlord shall provide an itemized statement of estimated deductions to be charged against Security Deposit. Unless proof of payment of final utility bills has been provided to Landlord, a minimum of \$100.00 may be withheld from Security Deposit to pay any unpaid utility bills.

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

Landlord shall provide notification to 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 Landlord’s interest in the Premises or in Lease. In the event of a sale, transfer or assignment of Landlord’s interest in the Premises or Lease,

Landlord shall transfer Security Deposit and be released from all liability in connection with Lease. At the end of Lease Term, including any extension, Tenant shall request the return of Security Deposit from the new Managing Agent or Landlord.

**18. MOVE-IN INSPECTION.** Within 5 days after the beginning of Lease Term, Landlord shall submit a written report to Tenant itemizing the condition of the Premises at occupancy including the identification of any visible evidence of mold. 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. This report shall be deemed correct unless Tenant submits additional items in writing to Landlord within 5 days after receipt of the report. If Tenant does not object to any item on Landlord's disclosure report, then Tenant thereby agrees that the written report is deemed to be correct, including, but not limited to, that there is no visible evidence of mold in the Premises should it not be mentioned on the report. If Landlord's written report states that there is visible evidence of mold in the Premises, Tenant has the option to not take possession and terminate the tenancy or to remain in possession of the Premises. If Tenant requests to take possession, or elects to remain in possession of the Premises, notwithstanding the presence of visible evidence of mold, Landlord shall promptly remediate the mold condition no later than 5 business days thereafter and re-inspect the Premises to confirm there is no visible evidence of mold in the Premises. A new written report will reflect that there is no visible evidence of mold in the Premises.

**19. TENANT OBLIGATIONS. Throughout Lease Term, Tenant must keep Landlord informed of Tenant's telephone numbers.** Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises, nor permit any person to do so. Tenant shall pay for any repairs or replacements made necessary due to deliberate, accidental or negligent acts or omissions of Tenant, Tenant's family, guests, employees or pet(s). 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 each fall. In the event the Premises' plumbing is frozen or obstructed due to the negligence of Tenant, Tenant's family or guests, 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, paint, 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 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 Landlord any defect, damage, or breakage. Failure to report shall make Tenant liable for the repair of any additional damage. This provision does not require 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 Tenant failing to keep appointments with service persons that require access in order to make scheduled repairs. Any request for repair is understood to mean that Tenant has given permission to enter the Premises to make the repair.
- I. Making any repairs, alterations, or additions required by any governmental authority, Association, insurance company or the Managing Agent due to Tenant's use.
- J. Controlling and eliminating household pests including but not limited to fleas, ticks, bed bugs, roaches, silverfish, ants, crickets, and rodents during occupancy. Upon vacating the Premises, Tenant shall be responsible for the costs of the elimination of all such pests and vermin.
- K. Providing notification to Landlord if Tenant intends to be absent from the Premises for more than 14 days. If Tenant fails to Notify Landlord, Landlord may consider the Premises abandoned.
- L. Not placing or displaying any sign, advertisement or notice on any part of the Premises.
- M. Not creating or permitting any lien upon the Premises or Tenant's interest in Lease. Lease shall not be recorded by Tenant.
- N. Providing a copy of the court order to Landlord if a Tenant is granted possession of the Premises by a court of competent jurisdiction to the exclusion of any other Tenant or occupant, or provide a key to any locks that are changed and/or security codes to any devices installed on the Premises.

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

- A. Remodeling, making any structural change, alteration, addition, or decoration, including without limitation, wallpapering 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. Tenant must provide Landlord, and 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 REQUIREMENTS.** Throughout Lease Term, Tenant shall maintain an insurance policy which provides public liability coverage, protects Tenant's personal property and names Landlord and Managing Agent as additional insured. Tenant shall provide Landlord with a certificate of such insurance prior to occupying the Premises. 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. Tenant shall indemnify and hold harmless Landlord from any loss or damage to such personal property. Landlord and/or 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 shall be added either to the monthly Rent or paid by Tenant as billed.

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

- A.** Tenant shall pay all costs, expenses, fees, and charges incurred by Landlord in enforcing, by legal action or otherwise, any of the provisions of Lease, including the payment of reasonable attorneys' fees, and Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of Lease.
- B.** If Tenant fails to perform any of the provisions of Lease (other than failure to pay Rent when due), or upon abandonment of the Premises, Landlord shall give written Notice to Tenant specifying the particular non-compliance and Landlord may terminate Lease not less than 30 days after Tenant's receipt of such Notice unless Tenant remedies the non-compliance within \_\_\_\_\_ days in a manner acceptable to Landlord. In addition to any costs of enforcement, 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 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 non-compliance. Landlord reserves the right to take future action against non-compliance.
- C.** No waiver of any breach of any part of Lease, or compromise or settlement relating to such a breach shall operate as a waiver of the provision itself, or any later breach.
- D.** All individual provisions in 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 Lease.
- E.** In the event that the provisions of any applicable statute apply to Lease and are inconsistent with the provisions of Lease, the provisions of the applicable statute shall control and Lease shall be deemed to be amended to comply with such provisions.

## **23. ACCESS TO PREMISES.** Landlord or designated representative(s), upon reasonable notification to 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. Whenever possible Landlord shall arrange for contracted workers to coordinate with Tenant the time and date when workers may enter the Premises in order to accomplish repairs or services. It then shall be Tenant's responsibility to ensure 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 Tenant refuses to allow or prevents access, Tenant shall bear any additional expense, such as after-hours or overtime fees, incurred by Landlord. Refusal of Tenant to allow access is a breach of Lease. Landlord may take legal action to compel access or may terminate Lease. In either case, Landlord may recover actual damages sustained and reasonable attorneys' fees. **In an emergency**, where it is impractical for Landlord to give reasonable notification to Tenant of Landlord's intent to enter the Premises, or in case the Premises have been vacated, abandoned, or surrendered by Tenant, the Premises may be entered by Landlord or designated representative(s) without notification and without the consent of Tenant.

In addition, Landlord may (a) place a "For Sale" or "For Rent" sign upon the Premises and a REALTOR® Lockbox/Keysafe; (b) upon reasonable notification to Tenant and at reasonable times, to show the Premises to prospective purchasers 90 days prior to the end of Lease Term

or to prospective tenants 60 days prior to the end of Lease Term; and (c) upon reasonable notification to Tenant and at reasonable times show property to prospective purchasers at any time within Lease Term by appointment. Buyer agents and tenant agents are authorized to show the Premises under this section. Tenant will remove or secure any pet(s) on the Premises when property is to be shown or when repairs are scheduled.

**24. TRANSFER OF LANDLORD.** ☐ (Check if applicable) Landlord resides away from the Washington metropolitan area at the time that Lease is entered into. It is agreed that if Landlord is transferred back to the Washington Metropolitan area by Landlord's employer or is discharged from active duty with the Armed Forces of the United States or with the National Guard, and that Landlord wants to reside in the Premises, then Landlord shall have the right to terminate Lease by giving Tenant at least \_\_\_\_\_ days Notice in writing whereupon Tenant shall vacate and surrender possession of the Premises to Landlord within the termination time period.

**25. TRANSFER OF TENANT.**

**A.** Under the Servicemembers Civil Relief Act of 2003 ("SCRA"), as it may be amended from time to time, and under Virginia law, a tenant who is a member of the United States Armed Forces or of the National Guard serving full-time duty, or a Civil Service technician with a National Guard Unit ("Military Tenant") has the right to terminate Lease if such Military Tenant (a) 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 3 months, (b) is discharged or released from active duty or from full-time duty or technician status, (c) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters, or (d) after entry into military service.

The Military Tenant may terminate Lease 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 30 days after the first date on which the next rental payment is due after the date on which the written Notice is delivered. In addition, the termination date shall not be more than 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.

**B.** ☐ (Check if applicable) Tenants who are not Military Tenants have the right to terminate Lease if transferred 50 miles or more (radius) from the Premises by the employer stated on Application. The termination shall be effective on the last day of the second calendar month following the month in which Landlord receives the Notice of termination. Tenant shall provide a copy of Tenant's transfer letter and/or orders, the final month's rent and the following termination or cancellation fee: (a) 1 month's rent if Tenant has completed fewer than 6 months of the tenancy as of the effective date of termination, **OR** (b) One-half (½) of 1 month's rent if Tenant has completed 6 months or more of the tenancy as of the effective date of termination.

**26. LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT.** If Landlord is unable to deliver possession of the Premises to Tenant on the commencement date of 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 Premises are not delivered to Tenant. If Landlord cannot deliver possession of the Premises



or provide Tenant with an alternative residential dwelling unit acceptable to Tenant within 15 days after the commencement date of Lease, then Lease may be terminated by either Landlord or Tenant by giving Notice to the other as provided herein.

- 27. EARLY TERMINATION OF OCCUPANCY.** Except as provided herein, Tenant shall not be released from liability for rent and other charges due under Lease unless Landlord agrees in writing to release Tenant from such liability. Tenant's vacating the Premises prior to the end of Lease Term will not cancel any claims Tenant or Landlord may have arising out of events occurring during Lease Term or during any holdover by Tenant.
- 28. BANKRUPTCY.** Subject to the requirements of the applicable law, in the event Tenant is adjudicated as bankrupt, (or makes an assignment for the benefit of creditors), then Lease, at the option of Landlord, shall terminate upon 30 days written Notice and the Premises shall be surrendered to Landlord, who reserves the right to repossess the Premises subject to the applicable provisions of law.
- 29. CONDEMNATION.** In the event that the Premises or any part of the Premises are taken by any authority exercising the power of eminent domain, Lease shall terminate as of the date possession shall be taken by the condemning authority. Tenant waives all claims against Landlord or any condemning authority due to the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award that Landlord may receive.
- 30. DEATH OF A TENANT OR LANDLORD.**
- A.** Sole (or all) Tenant's death: Lease is automatically terminated and Rent is due to Landlord through the end of the following month. Landlord, within 30 days after Tenant's death (or within 30 days of Landlord's actual knowledge of Tenant's death, if later) shall give Tenant's estate or personal representative written Notice terminating Lease and stating Tenant's death as the reason for termination.
  - B.** Death of one (but not all) Tenants: Lease may be terminated by any party (Landlord, remaining Tenant(s), or the deceased Tenant's estate), by giving 60 days written Notice (90 days written Notice if Lease Term is more than 1 year) and a copy of the death certificate to the other party. Notwithstanding the forgoing, a surviving Tenant or a deceased Tenant's estate may terminate Lease as soon as 30 days after giving written Notice and the required death certificate. This right to terminate Lease must be exercised by any party within 30 days after Tenant's death.
  - C.** Death of Landlord (whether one or more): Lease may be terminated by the remaining Landlord or Landlord's estate, by giving 60 days written Notice (90 days written Notice if Lease Term is more than 1 year) and a copy of the death certificate to Tenant. This right to terminate Lease must be exercised within 30 days after Landlord's death.
- 31. FIRE OR CASUALTY DAMAGE.** In the event the Premises are damaged by fire or casualty Tenant must promptly Notify Landlord. If Landlord determines that the damage does not render the Premises substantially impaired or in need of repairs requiring Tenant to vacate the Premises, Landlord shall repair the damage within a reasonable period of time after Notice from Tenant. Tenant must continue to pay Rent during the period of the repairs. If Landlord determines that the Premises are uninhabitable, Lease shall automatically terminate. If Landlord reasonably believes that the fire or casualty was caused by Tenant, or Tenant's family, guests, employees or pets, Tenant shall not have the right to terminate Lease and Tenant shall be liable for Rent through Lease Term.

- 32. 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.
- 33. MOVE-OUT INSPECTION.** Tenant has the right to be present at the inspection. Landlord, within 5 days of receipt of Notice of the Tenant's intent to vacate the Premises, shall make a reasonable effort to advise Tenant of the right to be present at Landlord's inspection of the Premises, which will take place within 72 hours after Tenant's departure. Tenant shall advise Landlord in writing of the intent to be present at the inspection. If Tenant fails to make such a request Landlord will proceed to do the move-out inspection without Tenant being present. The inspection is made to determine what portion of the Security Deposit will be returned to Tenant and whether Tenant may be liable for damages exceeding the amount of Security Deposit. Prior to the inspection, Tenant shall:
- A. Have carpets, gutters and chimney(s) cleaned by a professional company acceptable to 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. Install clean air filters on furnace and air conditioning units. Provide evidence from the company selected by Landlord that the fuel tank(s) are refilled.
  - E. Ensure that the Premises, including kitchen, baths and all appliances, floors, walls and windows, are thoroughly cleaned, that grass is cut and trash is removed.
  - F. Have all light bulbs and smoke detectors in working order.
  - G. Return all keys, garage door openers, passes and documents provided.
- 34. SUBORDINATION.** 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, Tenant shall, within 5 days after the request, execute any documents requested by Landlord to confirm such subordination. If Tenant fails to do so, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute the documents on behalf of Tenant.
- 35. NOTICE.** Any Notice ("Notice", "notice" or "Notify") provided for or permitted in Lease to be given by one party to the other shall be in writing and shall be delivered either by U.S. mail, return receipt requested, or by hand delivery and shall be deemed to have been delivered either 3 business days after the date mailed, or the date such Notice is hand delivered.
- 36. 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.
- 37. MISCELLANEOUS.** The conditions contained in 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. 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 Lease. Any provision of 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 Lease that requires the payment of “attorney’s fees” or “reasonable attorney’s fees” shall only be valid to the extent permitted by law.

**38. COUNTERPARTS.** Lease may be executed in any number of copies or by facsimile, or email, each of which shall be considered an original but all of which together shall be the same Lease.

**39. ATTACHMENTS.** The following are attached and made a part of Lease:

☐ Pet Addendum ☐ Lead Based Paint Disclosure ☐ Other: \_\_\_\_\_

☐ EPA booklet “Protect Your Family from Lead in Your Home”

**40. DIPLOMATS.** Lease is void if Tenant is the head of a diplomatic mission or a member of the diplomatic staff of a mission, or a family member of a diplomatic staff of a mission, or administrative and technical staff or their family which entitles them to the diplomatic immunity accorded to such persons under the Vienna Convention on Diplomatic Relations **unless** the diplomatic immunity accorded by law has been waived in writing by an authorized representative of the sending government. Tenant represents to Landlord that he/she is ☐ **OR** ☐ is not such a person.

**41. 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 Lease.

**42. DISCRIMINATION.** Landlord and Managing Agent shall abide by all applicable Fair Housing Laws and Regulations.

**43. STATUTORY NOTICE TO TENANT.** Tenant shall exercise whatever due diligence Tenant deems necessary with respect to information concerning sex offenders registered under Chapter 9 of Title 9.1 of the Code of Virginia. Such information may be obtained by contacting the local police department or the Department of State Police, Central Records exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

**44. ADDITIONAL TERMS.**

**TENANTS SIGNING LEASE SHALL BE JOINTLY AND SEVERALLY LIABLE.**

**LANDLORD:**

\_\_\_\_\_  
Date      Signature

\_\_\_\_\_  
Date      Signature

\_\_\_\_\_  
Date      Signature

\_\_\_\_\_  
Date      Signature

**TENANT:**

\_\_\_\_\_  
Date      Signature

\_\_\_\_\_  
Date      Signature

\_\_\_\_\_  
Date      Signature

\_\_\_\_\_  
Date      Signature

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