VIRGINIA REALTORS®
RESIDENTIAL LEASE
(This is a legally binding contract. If not understood, seek competent advice before signing.)

EQUAL HOUSING OPPORTUNITY

The property will be shown and made available to all persons without regard to any protected class under federal, state or local fair housing law or regulations, or the REALTOR® Code of Ethics.

THIS LEASE AGREEMENT (the "Lease") is made as of _____ (date), by and between _____("Landlord") whose address is _____; through _____("Landlord's Broker," who represents Landlord) whose address is _____; and _____ ("Tenant"); through _____ ("Tenant's Broker," who represents Tenant). Landlord's Broker is sometime hereinafter referred to as "Agent".
For the Dwelling Unit whose Address is:
_____

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

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

No additional security deposits or rent shall be charged unless they are listed below or incorporated into this agreement by way of a separate addendum after execution of this rental agreement.

1. SUMMARY OF LEASE TERMS:

a. Rent

Base Rent: $_____
Pet Rent, if applicable: $_____
Damage Insurance Premium: $_____
Renter's Insurance Premium: $_____
Other _____: $_____
Other _____: $_____
Other _____: $_____

Total Monthly Rent: $_____

Prorated Rent (for period from _____ to _____): $_____

Additional Rent:
Non-Refundable Lease Fee: $_____
Non-Refundable Pet Fee, if applicable: $_____
Non-Refundable Unauthorized Animal Fee:
($_____), if applicable
Damage Insurance:
Administrative fee: $_____
Opt-out fee: $_____
Renter's Insurance:
Administrative fee: $_____
Opt-out fee: $_____

Other _____: $_____
Other _____: $_____
Other _____: $_____
Other _____: $_____
Other _____: $_____

Other _____: $_____
Other _____: $_____

Total Rents Due for Lease Term: $_____

Per Diem Rent: $_____

(Rent may be increased pursuant to the terms of this Lease)

The Late Fee (as defined below) shall be applied on the _____ day after due (if left blank it shall default to 0 days).

Late Fee: 10% of Total Monthly Rent or 10% of the remaining balance due and owed by Tenant whichever is less.
Other Fees:

Other _____: $_____
Other _____: $_____
Other _____: $_____
Other _____: $_____
Other _____: $_____
Other _____: $_____
Other _____: $_____
Other _____: $_____

Additional Fees ☐ are listed ☐ are not listed on other incorporated document, _____

_____

Security Deposit:

Move-In Security Deposit: $_____
Pet Deposit (Additional Security Deposit) $_____
Total Security Deposit: $_____
Security Deposit will be held by ☐ Landlord OR ☐ Agent.

b. Term

Commencement Date of Lease: _____ at _____ ☐ am OR ☐ pm
Length of Term is: _____
Lease Term Ends: _____ at _____ ☐ am OR ☐ pm

c. Monthly Rent to be payable to _____,
located at _____
_____

d. Description of Dwelling Unit:
Unit Type _____ Number of Baths:_____
Number of Bedrooms _____ Year built: _____

e. Appliances and other personal property provided: _____

f. Occupancy of the Dwelling Unit shall be limited to _____ persons whose names other than Tenant are as follows ("Occupants"): _____

g. i) Utilities provided by Landlord and included in Rent: _____

_____

ii) Utilities that Tenant must obtain individually: _____

_____

iii) Utilities provided by Landlord, and billed separately to Tenant: _____

h. Cancellation and Renewal of Lease: Either party may terminate this Lease effective as of the end of the then-existing Term by giving the other party written notice at least _____ days before the end of the then-existing Term. If no such notice of termination is given, the Term of this Lease shall be extended for self-renewing terms of _____. If Landlord intends to change the terms or conditions of this Lease, including increasing the Rent, for any renewal term thereafter, Landlord will give Tenant written notice of the new terms and conditions (the "Renewal Notice") at least _____ days prior to the end of the then applicable term. Should Tenant fail to provide Landlord written notice at least _____ days prior to the expiration of any Lease Term of Tenant's intentions to remain in the Dwelling Unit, or vacate, Tenant shall be deemed to have agreed to the renewal Lease term offered in the Renewal Notice, and all terms contained in the then-applicable form of Landlord's Lease (a copy of which shall be provided to Tenant(s) upon request, and at the time of Lease signing), and shall be bound by these terms, until such time as the Lease is terminated in accordance with this Section.

2. APPLICABLE VIRGINIA LAW. This landlord tenant relationship is in accordance with Chapter 12 of Title 55.1 of the Code of Virginia generally known as the Virginia Residential Landlord Tenant Act (the "VRLTA").

3. SECURITY DEPOSIT. Tenant has deposited the amount shown in Section 1(a) as a Security Deposit, to secure a complete and faithful performance by Tenant of all terms and conditions of this Lease, and the obligations imposed on Tenant by applicable Virginia Law.

a. Disposition. Pursuant to the VRLTA, Landlord may apply all or part of the Security Deposit (which includes the Pet Deposit) to the payment of accrued Rent and the amount of any damages that have been suffered by Landlord, including but not limited to, physical damages and any damages that may be caused by an assistance animal, appropriate charges to Tenant not previously reimbursed to Landlord, charges that may be due by Tenant to third-party utility providers in accordance with the provisions of Section 55.1-1226 of the VRLTA, and actual damages for breach of this Lease, including attorneys' fees and costs. Damages shall be calculated based on replacement costs of items, not the depreciated value. Landlord shall have the right to apply the Security Deposit to any outstanding fees, charges or other amounts due first, and then to any unpaid Rent. The Security Deposit and the Pet Deposit may be applied by Landlord to any amounts due Landlord without regard to whether such amounts are due because of damages caused by animal(s) of Tenant. Within 45 days after the termination of the tenancy or the date Tenant vacates the Dwelling Unit, whichever is later, Landlord will provide Tenant with a written security deposit disposition statement, including an itemized list of damages, and with payment of any amount due to Tenant. If Tenant complies with all terms and conditions of the Lease and with the VRLTA, Landlord will return to Tenant the Security Deposit, together with any accrued interest if required by law. If the damages to the Dwelling Unit exceed the amount of the Security Deposit and require the services of a third-party contractor, Landlord shall give written notice to Tenant advising of the fact within a 45 day period. If such notice is given, Landlord shall have an additional 30 day period to provide an itemization of the damages and the cost of repair. There is no interest due and payable on the Security Deposit in accordance with the VRLTA for any Security Deposit received after January 1, 2009. If the Security Deposit was received prior to January 1, 2009, the VRLTA provides that any accrued interest due and payable shall be paid to Tenant no later than 45 days after termination of the tenancy and return of possession of the Dwelling Unit by Tenant. Since January 1, 2009, any interest earned on the Security Deposit will be retained by Agent to cover administrative costs.

b. Forwarding Address. Tenant shall provide Landlord written notice prior to vacating the Dwelling Unit of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of the Security Deposit prior to the end of the 45-day period provided herein. Regardless of the number of tenants subject to a rental agreement, if Tenant fails to give notice of a forwarding address, Landlord will send the security deposit disposition statement to the last known address of Tenant, but will retain the Security Deposit refund, if any, until Tenant notifies Landlord of the appropriate address. If no forwarding address is provided to Landlord, Landlord may continue to hold the security deposit in escrow, or upon the expiration of one year from the date of the end of the 45-day time period, Landlord may pay any balance due to the State Treasurer as unclaimed property, Landlord shall have no further liability to any Tenant relative to the Security Deposit.

c. Multiple Tenants. Where more than one tenant signs this Lease, a deduction to be made from the Security Deposit will be joint and several, and Landlord is not liable for any understanding that may exist between two

or more tenants as to the portion of the Security Deposit that one tenant may be entitled to, as opposed to another tenant. Landlord will draw one check payable to all tenants jointly, or at Landlord's election, to any one tenant who shall be responsible for distribution to the other tenants, and forward same to forwarding address provided to Landlord by written notice as required by subparagraph b above.

d. Move-Out Inspection. Under the VRLTA, Landlord shall provide written notice to Tenant of Tenant's right to be present at the time of the move-out inspection. Landlord will include the vacating notice language to inform Tenant of this right to be present. Tenant must make a written request to Landlord to be present at such an inspection, and Landlord will notify Tenant of the inspection times which will occur within 72 hours of the delivery of possession. If Tenant fails to make such a request, Landlord will proceed to do the move-out inspection without Tenant being present.

e. Setoff Prohibited. Tenant shall have no right to deduct the Security Deposit from the rental payment for the last month of any term of this Lease**.**

f. Landlord's Successor Obligated for Security Deposit. If Landlord in any way transfers its interest in the Dwelling Unit, or if the Agent transfers management of the Dwelling Unit or the apartment community in which the Dwelling Unit is located (the "Premises"), to a third party, Agent or Landlord, as the case may be, may transfer the Security Deposit to the transferee after notice is provided to Tenant and both are thereafter released from all liability for the return of the Security Deposit to Tenant. If such a transfer occurs, Tenant agrees to look to the transferee solely for the return of the Security Deposit and to release Landlord and/or Agent, as the case may be, from all obligations and liability relating thereto. If there is a dispute over the Security Deposit, the Agent may file an interpleader action in general district court.

g. Damage Addendum. The Damage Addendum, if attached, is incorporated by reference herein, establishes a tentative schedule of standard deductions to be utilized by Landlord in assessing charges against Tenant for physical damages to the Dwelling Unit or the Premises, less reasonable wear and tear. Landlord reserves the right to alter this schedule if the repair costs should become higher than those listed thereon. Landlord further reserves the right to assess against Tenant for such damages the actual costs of the materials and repairs, if there is a variance between the tentative schedule and the actual bill for such materials and repairs. The Damage Addendum also establishes the tentative schedule for charges to be made by Landlord against Tenant during the Term of the tenancy for any damages as may occur.

Landlord reserves the right to require a commercial insurance policy commonly known as "damage insurance" to secure the performance by Tenant of the terms and conditions of this Lease, in lieu of all or part of the security deposit, as provided in Section 55.1-1206 of the VRLTA. The actual costs of any damage insurance policy and the administrative fee as set forth in Section 1(a) shall be charged to the Tenant as additional rent. Tenant shall have the option to purchase their own damage insurance policy, provided the policy otherwise meets the requirements of this paragraph, in which case Tenant shall be charged the monthly opt-out fee specified in Section 1(a). For any damage insurance policy obtained by Tenant in accordance with this paragraph, Tenant agrees to maintain such policy in full force and effect for the full term of this Lease, including any extensions or renewals thereof, and to provide Landlord sufficient proof of such insurance. Tenant may, at any time without consent of Landlord, opt to pay the full Security Deposit to Landlord in lieu of maintaining a damage insurance policy. Any damage insurance policy provided by Landlord shall terminate contemporaneously with the termination of this Lease. The Security Deposit, damage insurance coverage, or any combination thereof, may not exceed a total amount equal to two months of rent.

4. RENT.

a. Rent Payments. The total Rent for the initial Term of this Lease is set out in Section 1(a) of this Lease. Monthly payments of Rent are payable in advance, without demand, and in full without prorating or setoff, on the first day of each calendar month and shall be paid to at the address set forth in Section 1(c) above or at such other place as Landlord may designate by advance written notice to Tenant. Landlord is authorized to accept prepaid Rent in accordance with the provisions of the VRLTA. Landlord will provide Tenant a written receipt upon the request of Tenant, if Tenant pays rent in the form of cash or a money order (if allowed by Landlord). Upon the written request of Tenant, Landlord shall provide Tenant with a written statement of charges and payments in accordance with Section 55.1-1204 of the VRLTA. Landlord reserves the right to require that all monthly installments be made by money order or certified funds, or to require automatic or electronic payment in accordance with the provisions of the VRLTA.

b. Late Fee. If rent is received after it is due it shall be considered late, separate and apart from the application of the Late Fee. If the rental payment is received after it is due or as agreed to above, a Late Fee in the amount specified in Section 1(a) of this Lease will be assessed against Tenant. Any rental payment received after legal action has been initiated by Landlord will be accepted with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted by Landlord against Tenant to recover delinquent rent and possession of the Dwelling Unit.

c. Returned Checks. Checks that are returned for insufficient funds or otherwise, or a failed electronic funds transfer, will result in the following charges: (i) the late charges specified herein; (ii) the face amount of the dishonored payment; (iii) a reimbursement of any fee charged by the bank for such dishonored payment; (iv) an administrative processing fee in the amount of $50; (v) legal interest from the date of the check or transfer; (vi) a civil recovery not to exceed $250; and (vii) all other amounts recoverable by Landlord pursuant to this Lease or by law.

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

5. INSPECTION AND CONDITION OF DWELLING UNIT.

a. Move-In Inspection Report. Tenant has made an inspection of the Dwelling Unit, and Tenant agrees that the Dwelling Unit is in a fit and habitable condition, except for such damages as have been itemized in a written "Residential Move-In Move-Out Inspection Report", a copy of which will be submitted by Landlord to Tenant within five days after occupation of the Dwelling Unit by Tenant. The Residential Move-In Move-Out Inspection Report will be deemed correct unless Tenant objects to it in writing within five days after Landlord has provided it to Tenant. Tenant hereby acknowledges that the Residential Move-In Move-Out Inspection Report reflects that there is no visible evidence of mold in the Dwelling Unit or that portion of the Premises which is occupied by Tenant. If Landlord's Residential Move-In Move-Out Inspection Report states that there is visible evidence of mold in the Dwelling Unit, Landlord shall promptly remediate the mold conditions in accordance with the requirements of subsection E of § 8.01-226.12 of the Code of Virginia and reinspect the dwelling unit to confirm that there is no longer visible evidence of mold in the Dwelling Unit. Landlord is not required to make repairs to address damages noted on the Residential Move-In Move-Out Inspection Report unless required to do so by law.

b. Locks. Landlord, at Tenant's request and at Tenant's sole cost and expense, will have all locks on the Dwelling Unit rekeyed. Tenant may, at any time, ask Landlord to: (i) install one keyed deadbolt lock on all exterior doors, if the Dwelling Unit does not already have one installed on each door; (ii) install a sliding door pinlock and/or a security bar on each sliding glass door; (iii) install one door viewer on each exterior door; and (iv) change or rekey locks during the Term. Landlord will comply with any such request at Tenant's cost and expense, in accordance with the amounts shown in the Damage Addendum if attached, with all such costs to be paid by Tenant as additional Rent with the next monthly payment of Rent by Tenant, after receipt by Tenant of an invoice from Landlord.

c. New Locks Pursuant to Court Order. Any Tenant who has obtained an order (excluding ex parte orders) granting such Tenant possession of the Dwelling Unit to the exclusion of one or more other Tenants or Occupants, in accordance with the provisions of Section 55.1-1230 of the VRLTA, may request Landlord to install new locks or other security devices on all exterior doors of the Dwelling Unit. Tenant will reimburse Landlord's actual costs for such new locks or security devices. All such costs will be paid by Tenant as additional Rent with the next monthly payment of Rent by Tenant after receipt by Tenant of an invoice from Landlord.

d. Photography for Inspections and Advertising. The Landlord, the Landlord's Broker, or a third-party contractor may take photographs or other audio visual recordings of the Property for the purpose of conducting inspections or advertising the Property. Reasonable efforts will be made by Landlord when taking the photographs or other audio visual recordings to not include any of the Tenant's personal items that would reasonably identify the Tenant. Reasonable efforts will be made so the photographs and audio visual recordings are not distributed in any way that would unduly compromise the Tenant's privacy.

6. USE, OCCUPANCY AND MAINTENANCE.

a. Smoking. Smoking is prohibited in any area of the Dwelling Unit or the Premises, including the garage and other enclosed areas, unless otherwise indicated in the rules and regulations, by Tenant, Occupant, and guests. It is Tenant's responsibility to inform Tenant's guests of this no smoking provision of the Lease and prohibit smoking by Tenant's household members or guests while in the Dwelling Unit or on the Premises and/or any restrictions in the rules and regulations.

b. Use. Tenant covenants that the Dwelling Unit will be used only as a dwelling unit and in a manner that will not disturb neighbors, including harassment of any kind, and that will not damage the Dwelling Unit or the Premises. Tenant will not permit any Occupants or guests or invitees in or about the Dwelling Unit or the Premises either to disturb neighbors, including harassment of any kind, or to cause physical damage to the Dwelling Unit or the Premises. Tenant shall not deliberately or negligently destroy, deface, damage or impair any part of the Dwelling Unit or the Premises (including fixtures, facilities and appliances) or permit any person to do so with or without Tenant's knowledge, and Tenant shall be responsible for any damage caused by Tenant's failure to comply with these requirements. Tenant shall give Landlord prompt notice if any such damages occur.

c. Occupancy. No persons, other than those named as Tenant and as Occupants in Section 1(f) of this Lease, may occupy the Dwelling Unit on a regular basis. For the purpose of this Lease, occupancy by an unauthorized person for more than seven calendar days consecutively, or 14 calendar days in any calendar year, without prior written consent from Landlord, will constitute occupancy of the Dwelling Unit on a regular basis and will constitute a default under this Lease. If at any time more than one person is named as a Tenant on this Lease, the obligations of each Tenant shall be joint and several. Tenant must notify Landlord of any change in the household composition (such as the birth of an infant) during the term of the Lease, within 15 days of such change. The preceding sentence shall not be construed to allow any exceptions to Tenants and the Occupants named in this Lease.

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

e. Compliance with Codes; Fixtures. Tenant shall comply with all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the Dwelling Unit, including plumbing and other fixtures, appliances, and facilities in a good, clean, safe and sanitary condition. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities in the Dwelling Unit and shall maintain the utility services paid for by Tenant on at all times during the Lease Term. Tenant shall be responsible for any and all damages caused by Tenant's failure to comply with this requirement.

f. Appliances. Tenant shall keep all appliances and equipment in good and clean condition, with the exception of reasonable wear and tear. Tenant shall not remove or relocate major appliances or equipment provided by Landlord in the Dwelling Unit without prior written permission of Landlord. Tenant shall not install or use any other major appliances or equipment other than those provided by Landlord in the Dwelling Unit without prior written permission of Landlord.

g. Smoke Alarms. Tenant shall be responsible for reasonable care and maintenance of smoke alarms in the Dwelling Unit in accordance with Section 55.1-1227 of the VRLTA, and shall be responsible for interim testing and for providing written notice to Landlord of the need for repair of any malfunctioning smoke alarm. Tenant shall not remove or tamper with any smoke alarm, including removing any working batteries, so as to render the alarm inoperative. Pursuant to Section 55.1-1220 of the VRLTA, Landlord shall provide a certificate to the Tenant stating that all smoke alarms are present, have been inspected, and are in good working order no more than once every 12 months.

h. Carbon Monoxide Alarms. Tenant shall have the right to request in writing that Landlord install a carbon monoxide alarm in the Dwelling Unit, the cost of which may be charged to Tenant, in accordance with Section 55.1-1229 of the VRLTA. Landlord shall install the carbon monoxide alarm within 90 days of the request. Tenant shall not remove or tamper with a properly functioning carbon monoxide alarm, including removing any working batteries, so as to render the carbon monoxide alarm inoperative and shall maintain the carbon monoxide alarm in accordance with the uniform set of standards for maintenance of carbon monoxide alarms established in the Uniform Statewide Building Code.

i. Mold. Tenant will use reasonable efforts to maintain the Dwelling Unit in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Occupants, or Tenant's guests or invitees, and does hereby agree to indemnify and hold Landlord and Agent harmless from and against any and all loss, damage, claim, suit, costs (including reasonable attorneys fees and costs at all tribunal levels) or other liability whatsoever resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law. Landlord shall provide Tenant with a copy of a summary of information related to mold remediation occurring during the tenancy and, upon request by Tenant, make available the full package of such information and reports not protected by attorney-client privilege.

j. Trash. Tenant to provide and maintain appropriate receptacles and conveniences for the collection, storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy ("Trash"). Tenant shall be responsible for arranging and paying for the removal of Trash and other waste, including bulk items.

k. Insects and Pests. Tenant shall keep the Dwelling Unit free from insects and pests, and promptly notify the Landlord of the existence of any insects or pests. Tenant shall be financially responsible for the added cost of treatment or extermination due to Tenant's unreasonable delay in reporting the existence of any insects or pests and be financially responsible for the cost of treatment or extermination due to Tenant's fault in failing to prevent infestation of any insects or pests in the area occupied. Except for the costs of any regularly scheduled pest treatments provided by Landlord, Tenant shall be responsible for the costs of any insect or pest treatments necessary in the Dwelling Unit, which amounts shall constitute additional Rent and must be paid by Tenant with the next monthly payment of Rent after receipt by Tenant of an invoice from Landlord. Tenant shall prepare the Dwelling Unit for the application of insecticides or pesticides in accordance with any written instructions provided by Landlord, and if insects or pests are found to be present, follow any written

instructions provided by Landlord to eliminate the insects or pests following the application of insecticides or pesticides. Tenant who has concerns about specific insecticides or pesticides shall notify the Landlord in writing no less than 24 hours before any scheduled insecticide or pesticide application, in accordance with Section 9 of this Lease. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Occupants, or Tenant's guests or invitees, and does hereby agree to indemnify and hold Landlord and Agent harmless, from and against any and all losses, damages, claims, suits, costs (including reasonable attorneys fees and costs) or other liabilities whatsoever arising from the presence of insects or pests in the Dwelling Unit, and/or resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law.

l. Painting and Alterations. Tenant shall not paint or disturb any painted surfaces or make other alterations to the Dwelling Unit without Landlord's prior written approval. Tenant shall notify Landlord and Agent in the event there is any chipped or peeling paint in the Dwelling Unit.

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

n. Animals. Tenant shall use reasonable care to prevent any dog or other animal in possession of the Tenant, Occupants, or guests or invitees from causing personal injuries to a third party in the Dwelling Unit or on the Premises, or property damage to the Dwelling Unit or the Premises.

o. Landlord Obligations. Landlord shall comply with the specific duties imposed upon landlords in Section 55.1-1220 of the VRLTA. Landlord may only be liable to Tenant for damages proximately caused by Landlord's breach of said statute or a specific provision of this Lease.

p. Tenant Obligations. Tenant shall promptly report any required maintenance to Landlord or Agent. Tenant shall be financially responsible for the added cost of repair or any other associated costs due to Tenant's unreasonable delay in reporting the existence of any maintenance issues. Tenant shall be responsible for paying the cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to keep appointments with service providers that require access in order to make scheduled repairs.

7. UTILITIES.

a. The utilities provided by Landlord and included in the Rent are listed in Section 1(g)(i). Tenant shall obtain all utility and other services listed in Section 1(g)(ii), or not otherwise listed in Section 1(g) as being provided by Landlord. All such utility and other services shall be paid directly by Tenant, and Tenant shall pay any deposits and monthly bills due to the applicable providers. Tenant shall pay in full all charges for utilities and other services which Landlord separately bills Tenant as set forth in Section 1(g)(iii), and in accordance with the applicable invoice (if any). Tenant shall keep all essential utility services turned on, in and to the Dwelling Unit during any Lease Term. Landlord shall not be liable for the failure to provide these services or for the interruption of such services if such failure or interruption is due to any cause beyond the control of Landlord.

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

c. Landlord reserves the right to include water, sewer, electrical, natural gas, or other utilities in the amount of Rent as specified in the Lease.

d. If, contrary to this Lease or provisions of the VRLTA, Landlord willfully or negligently fails to supply heat, running water, hot water, electricity, gas, or other essential service, Tenant shall serve a written notice on Landlord specifying the breach if acting under this section and, in such event, and after a reasonable time allowed for Landlord to correct such breach, may

   i. Recover damages based upon the diminution in the fair rental value of the Dwelling Unit; or

   ii. Procure reasonable substitute housing during the period of Landlords noncompliance, in which case Tenant is excused from paying Rent for the period of Landlord's noncompliance, as determined by the court.

8. PERSONAL PROPERTY OF TENANT

a. Renter's Insurance. All personal property placed in or about the Dwelling Unit or the Premises shall be at the sole risk of Tenant or the parties owning the same, and Landlord shall not be liable for the loss, destruction, theft of, or damage to such property. Tenant shall obtain insurance coverage (commonly referred to as "renter's insurance"), which shall meet the minimum coverage limits and other terms specified by Landlord. The policy shall name Landlord and Managing Agent as interested parties. Landlord reserves the right to require Tenant to pay for the cost of renter's insurance obtained through Landlord, in which case the actual costs for such insurance and the administrative fee as set forth in Section 1(a) shall be charged to Tenant as additional Rent. Tenant shall have the option to purchase their own renter's insurance policy, provided the

policy otherwise meets the requirements of this Section 8(a), in which case Tenant shall be charged a monthly opt-out fee as set forth in Section 1(a). For any renter's insurance policy obtained by Tenant in accordance with this Section 8(a), Tenant agrees to maintain such policy in full force and effect for the full term of this Lease, including any extensions or renewals thereof, and to provide Landlord sufficient proof of such insurance. If Tenant allows his renter's insurance to lapse for any reason, Landlord may provide renter's insurance coverage to Tenant. Tenant shall be obligated to pay for the cost of premiums for such insurance until Tenant has provided written documentation to Landlord showing that Tenant has reinstated his own renter's insurance coverage. Any renter's insurance policy provided by Landlord shall terminate contemporaneously with the termination of this Lease.

b. Other Insurances. Nothing in this section shall be construed to prohibit Landlord from recovering from Tenant, as part of the Rent, the actual costs of insurance coverages provided by Landlord relative to the premises, or the costs of a self-insurance program held in an escrow account, including Landlord's administrative or other fees associated with the administration of such coverages. Landlord may apply such funds held in escrow to pay claims pursuant to Landlord's self-insurance plan.

c. Abandoned Property. Any items of personal property left in or about the Dwelling Unit after Tenant vacates the Dwelling Unit will be considered abandoned property and may be disposed of by Landlord as Landlord sees fit, provided that Landlord has: (i) given Tenant written notice of termination as required by this Lease or the VRLTA including a notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after termination; (ii) given written notice in accordance with subsection 9(d) of this Lease including notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after expiration of the seven-day period; or (iii) given written notice to Tenant including a statement that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after expiration of a ten-day period from the date of such notice. Tenant shall have the right to remove its personal property from the Dwelling Unit or the Premises during the 24 hour period after termination during normal business hours, or during normal business hours until Landlord has disposed of the remaining personal property of Tenant. During such 24 hour period and until Landlord disposes of the remaining personal property of Tenant, Landlord shall have no liability for risk of loss of such property.

d. Death of Tenant. If a Tenant who is the sole occupant of the Dwelling Unit dies, and there is no person authorized by order of a circuit court to handle probate matters for the deceased Tenant, Landlord may dispose of any personal property left by such Tenant upon giving at least ten days written notice in accordance with Section 55.1-1256 of the VRLTA. Such notice shall include a statement that any items of personal property left in the Dwelling Unit shall be treated as abandoned property and disposed of, if not claimed within ten days, subject to subsection (c) hereof. This Lease shall be deemed terminated on the date of death of the Tenant; however, the estate of the Tenant shall remain liable for actual damages in accordance with Section 55.1-1251 of the VRLTA, subject to Landlord's duty to mitigate damages.

Upon the death of a sole Tenant, Authorized Occupants may assume this Lease with the written permission of Landlord. Authorized Occupants shall notify Landlord of their intent to assume this Lease and may be subject to tenant qualifications for approval.

9. ACCESS TO THE DWELLING UNIT AND PREMISES BY LANDLORD AND ITS DULY DESIGNATED REPRESENTATIVE(S); REPAIRS.

a. Landlord and its duly designated representative(s) may enter the Dwelling Unit and go upon the Premises in order to do the following:

i. Upon reasonable notice to Tenant and at reasonable times:

1. inspect the Dwelling Unit and the Premises;
2. make necessary or agreed repairs, decorations, alterations, or improvements;
3. supply necessary or agreed services;
4. exhibit the Dwelling Unit and Premises to prospective or actual mortgagees, workmen, contractors, appraisers and/or representatives of any owners' association.

ii. Landlord will give Tenant at least 72 hours notice, unless impractical to do so, of routine maintenance to be performed that has not been requested by Tenant, and shall not be required to provide prior notice to Tenant for any maintenance requested by Tenant. Landlord may enter the Dwelling Unit without Tenant's consent in cases of emergency.

iii. Place a "For Sale" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective buyers. After notice of termination of this Lease by Landlord or Tenant or commencing 90 days before the expiration of the Term, place a "For Rent" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective tenants. Such

exhibition may include placing an electronic lockbox on the Premises. Tenant shall cooperate with Landlord or Agent in making the Dwelling Unit available for such showings by other licensed real estate agents, which shall be conducted at reasonable times and with reasonable notice to Tenant. If Tenant, without reasonable justification, refuses to permit Landlord or Agent to exhibit the Dwelling Unit for sale or lease through a licensed real estate agent, Landlord may recover damages, costs, and reasonable attorney fees.

b. Landlord shall give written notice to Tenant no less than 24 hours prior to an application of an insecticide or pesticide in the Dwelling Unit. If Tenant requests the application of the insecticide or pesticide, no prior notice is required.

c. If Tenant refuses to allow or prevents access to Landlord as provided herein, in addition to any other remedies available at law or in equity, Landlord may obtain injunctive relief to compel access or may terminate this Lease. In either case, Landlord may recover actual damages sustained and reasonable attorney's fees.

d. Tenant shall give Landlord notice of any anticipated extended absence of Tenant from the Dwelling Unit in excess of seven days. During such absence of Tenant, Landlord may enter the Dwelling Unit at times reasonably necessary to protect the Dwelling Unit. If Tenant fails to give such notice, Landlord may recover from Tenant any actual damages sustained, and shall have all other rights provided in the VRLTA. If Landlord cannot determine whether Tenant has abandoned the Dwelling Unit, Landlord may serve written notice on Tenant requiring Tenant to give Landlord written notice within seven days that Tenant intends to remain in occupancy of the Dwelling Unit. If by the end of such seven-day period Landlord has not received such notice or has otherwise determined that Tenant has abandoned the Dwelling Unit, the Dwelling Unit shall be presumed abandoned and this Lease shall be terminated as of such date.

e. During a state of emergency for a public health threat as defined in Virginia Code section 44-146.16, Tenant may indicate to Landlord in writing that nonemergency property conditions may not be addressed in the normal course of business. By doing so, Tenant waives their rights and claims under the VRLTA and this Lease against Landlord for failing to address such nonemergency property conditions. If Tenant provides this notice, Landlord may still enter the property for nonemergency repairs and maintenance with at least seven (7) days written notice to Tenant, and at a time consented to by Tenant, no more than once every six (6) months. Employees and/or agents sent by Landlord to perform such maintenance must wear all appropriate and reasonable personal protective equipment as required by state law.

In the event there is a non-emergency property condition, including a mold condition that requires Tenant to temporarily vacate the Dwelling Unit to make the necessary repairs, in the sole determination of Landlord, the Landlord may upon no less than 30 days prior written notice to Tenant (or such sooner period as may be agreed to by the parties), require the Tenant to temporarily vacate the Dwelling Unit for a period of not more than 30 days. Landlord shall provide a comparable dwelling unit selected by Landlord at no expense or cost to Tenant, or at Landlord's option to a hotel room as selected by Landlord at no expense or cost to Tenant. Landlord shall not be required to pay for any other expenses of the tenant that arise after the relocation period. Tenant shall continue to be responsible for all Rent due under the Lease without abatement, and shall comply with all other terms and conditions of the Lease during any period of temporary relocation. If the Landlord properly remedies the non-emergency property condition, or the mold condition in accordance with professional standards (as defined in Section 55.1-1200 of the VRLTA), the Tenant shall have no right to terminate the Lease as a result of such condition. If the Landlord is unable to remedy the mold condition in accordance with professional standards after 30 days then at their sole discretion either Tenant or Landlord may terminate the Lease agreement by providing proper notice under this Lease.

10. **LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT.** If Landlord is unable to deliver possession of the Dwelling Unit to Tenant on the Commencement Date of this Lease through no fault of Landlord, Landlord shall not be liable to Tenant for any damages other than to rebate any Rent paid by Tenant for such portion of the Term during which the Dwelling Unit is not delivered to Tenant. If Landlord cannot deliver possession of the Dwelling Unit or provide Tenant with an alternative residential dwelling unit acceptable to Tenant within 15 days after the Commencement Date of the Lease, the Lease may be terminated by either Landlord or Tenant by giving notice to the other as provided herein.

11. **CASUALTY DAMAGE.** If the Dwelling Unit is damaged by fire or other casualty, by the failure of or malfunction of any equipment or utilities serving the Dwelling Unit, Tenant shall promptly notify Landlord. If, in the sole determination of Landlord, such damage does not render the Dwelling Unit substantially impaired or require repairs requiring Tenant to vacate the Dwelling Unit, Landlord shall repair the same within a reasonable period of time after service upon Landlord of written notice of such damage by Tenant, and Rent shall not abate during the period of such repairs. If the Dwelling Unit or any part thereof is damaged by fire or other casualty to such an extent that use of the Dwelling Unit is substantially impaired, or required repairs can be made only by Tenant vacating the Dwelling Unit, in the sole determination of Landlord, either Landlord or Tenant shall have the right to terminate the Lease in accordance with the terms of Section 55.1-1240 of the VRLTA by giving to the other party at least 14 days' notice of termination. Landlord shall account to Tenant for the Security Deposit and prepaid rent, as applicable, plus accrued interest on the Security

Deposit (if any) based upon the damage or casualty. However, if Landlord reasonably believes that Tenant, Tenant's guests, invitees, or Occupants were the cause of the damage or casualty, Landlord shall so notify Tenant and make disposition of the Security Deposit and any prepaid rent by advising Tenant that such funds will be held until a determination is made of the amount of damages caused by Tenant's acts. Landlord shall have the right to apply the Security Deposit and prepaid rent to the damage so caused by Tenant, Tenant's guests, invitees, or Occupants. Except as otherwise provided herein, Tenant does hereby release Landlord from any and all liability, loss, damage, or claim resulting from any casualty, and shall require its insurer to waive any rights of subrogation against Landlord. Landlord retains any rights of subrogation against Tenant.

12. **EMINENT DOMAIN.** If all, or a substantial part, of the Dwelling Unit or Premises shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this Lease and all rights of Tenant under it shall immediately terminate. The Monthly Rent shall be prorated as of the date of such acquisition, but Tenant shall have no claim against Landlord for any value of the unexpired Term, nor shall Tenant be entitled to any part of the condemnation award or purchase in lieu of such award.

13. **LIABILITY OF LANDLORD/AGENT.** Landlord may only be liable to Tenant for damages proximately caused by Landlord's breach of Section 55.1-1220 of the VRTLA or a specific provision of this Lease. Landlord and Agent shall not be liable for negligence or tort. Landlord and Agent shall also not have any liability of any kind whatsoever for any of the following: failure of utilities or services; acts of God; and any injuries or damages to persons or property either caused by or resulting from fire, falling plaster, dampness, overflow, or leakage upon or into the Dwelling Unit or the Premises of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing, fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause. Tenant acknowledges that any security measures provided by Landlord or Agent will not be treated by Tenant as a further assurance or guarantee against crime or of a reduction in the risk of crime. Neither Landlord nor Agent will be liable to Tenant or any guest, invitee, or Occupant for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Neither Landlord nor Agent will furnish security personnel, security lighting, security gates or fences, or other forms of security. If the employees of Landlord or Agent are requested to render services not contemplated in this Lease, Tenant will hold Landlord and Agent harmless from any and all liability for same. If information on Tenant's rental history is requested by others for law enforcement or business purposes, Landlord may provide same in accordance with the "Tenant Consent Form." Landlord and Agent, in addition, shall not be liable under any circumstances of Tenant's failure to provide Landlord or Agent with prompt notice of any such conditions existing in the Dwelling Unit or Premises. Tenant hereby releases Landlord and Agent from any and all liability and agrees to indemnify Landlord and Agent for such losses, with respect to Tenant, and all Occupants and guests or invitees of Tenant. Landlord and Agent may enter into an agreement with a third party service provider to maintain tenant records in electronic form or other medium. In such case, Landlord and Agent shall not be liable under Section 55.1-1209 of the VRLTA in the event of a breach of the electronic data of the third party service provider, except in the case of gross negligence or intentional act.

14. **ANIMALS.** No animals of any kind will be allowed to be kept or maintained on the Dwelling Unit without Landlord's prior written consent and the execution of an addendum entitled "Pet Addendum" or "Assistance Animal Addendum." Landlord reserves the right, however, to prohibit animals, except for qualified service animals, completely from the Dwelling Unit and Premises. Any unauthorized animal(s) in the Dwelling Unit shall constitute a breach of this Lease, and Tenant must pay the Unauthorized Animal Fee listed in Section 1(a), if any, along with any other applicable Pet Rent, Fees and Deposit.

15. **REPRESENTATIONS IN APPLICATION FOR LEASE.** This Lease has been entered into in reliance on the information given by Tenant on Tenant's Application for Residential Lease (the "Application"), which by this reference is made a part of this Lease. Tenant shall advise Landlord and Agent in writing of any changes to the information contained in the Application. If any of Tenant's material representations are found to be misleading, incorrect, untrue, or omitted, Landlord may immediately terminate this Lease and require Tenant to vacate the Dwelling Unit.

16. **FINANCIAL RESPONSIBILITY.** If Landlord is required to make any payment to Tenant hereunder, Tenant agrees that such financial obligation will be satisfied solely from Landlord's estate and interest in the Dwelling Unit and the real estate upon which the Dwelling Unit is situated and the improvements of which it is part, or the proceeds thereof, so that Landlord will incur no individual or other liability for such financial obligations.

17. NOTICE. All notices shall be in accordance with Section 55.1-1202 of the VRLTA, which provides for written notice to be given by regular mail or by hand delivery, with the party giving notice retaining a certificate of mailing, or delivery of the notice, as the case may be. Notice to the Landlord will be given to the Agent's Office or to such other place as may be specified by Landlord or Agent. Notice to Tenant will be given to the address of the Dwelling Unit. Landlord reserves the right for Landlord and Tenant to send notices in electronic form; however, if Tenant so requests, Tenant may elect to send and receive notices in paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery. Landlord will send all electronic notices to the e-mail address provided by Tenant in the Application, and Tenant is required to provide notice to Landlord of any change in e-mail address.

18. MILITARY.

a. **Military Status.** Tenant represents Tenant (*check one)* ☐ **IS** or ☐ **IS NOT** a member of the armed forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with the National Guard. If Tenant is in the military service of the United States, the name, address and telephone number of Tenant's command is:

Name of Command: _____

Address: _____

Commanding Officer: _____ Phone Number: _____

Tenant agrees to immediately notify Landlord in writing of changes to Tenant's command's mailing address or commanding officer or phone number or changes to Tenant's military status during the term of the Lease.

b. Any Tenant who is a member of the armed forces of the United States or a member of the Virginia National Guard serving on fulltime duty or a Civil Service technician with a National Guard unit may terminate this Lease if the Tenant receives military orders for a permanent change of station or to deploy with a military unit, or as an individual in support of a military operation, for a period of not less than 90 days; or the servicemember, while in military service (i) executes a lease upon receipt of military orders for a permanent change of station or to deploy with a military unit, or as an individual in support of a military operation, for a period of not less than 90 days; and (ii) thereafter receives a stop movement order issued by the Secretary concerned in response to a local, national, or global emergency, effective for an indefinite period or for a period of not less than 30 days, which prevents the servicemember or servicemember's dependents from occupying the lease for a residential, professional, business, agricultural, or similar purpose.

c. If Tenant qualifies to terminate this Lease pursuant to subsection (b) of this section, Tenant may do so by serving on Landlord a written notice of termination and a copy of the official notification of the orders or a signed letter, confirming the orders, from Tenant's commanding officer. The termination of a lease for reason of orders of a permanent change in station as described in subsection (b) will be effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered. The termination of a lease for reasons of a stop movement order as described in subsection (b) will be effective on the date on which the written notice of termination and copy of Tenant's military orders are delivered to Landlord.

d. Nothing in this section shall limit the amount of the Security Deposit that Landlord may retain as provided in Section 3 of this Lease.

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

f. Tenant acknowledges that Tenant does not, at the execution of this Lease, have transfer orders during this Lease term.

19. CANCELLATION; RENEWAL.

a. Either party may terminate this Lease in accordance with Section 1(h) of this Lease. If notice of termination is not timely given, the Term of this Lease shall be extended upon the same terms and conditions as set forth in this Lease, for the term specified in Section 1(h), until either party gives timely notice to terminate in accordance herewith, unless this Lease is terminated in accordance with any other applicable provision of this Lease or Virginia law; provided, however, that if the duration of the renewal term as set forth herein is less than the number of days specified in Section 1(h) to terminate this Lease, then the notice period for terminating any renewal term of this Lease shall be the same period as the renewal term.

b. If Landlord intends to change the terms or conditions of this Lease, including increasing the Rent, for any renewal term thereafter, Landlord shall give Tenant written notice in accordance with Section 1(h) of this Lease, advising Tenant of the new terms and conditions of a renewal lease. Should Tenant fail to provide Landlord timely written notice of Tenant's intentions to terminate the Lease in accordance with the preceding subsection (a), Tenant shall be deemed to have agreed to the terms and conditions set forth in Landlord's Renewal Notice, and shall be bound for such, until such time as the Lease is terminated in accordance with this section.

c. Any Tenant who is a victim of (i) family abuse as defined by Section 16.1-228 of the Code of Virginia; (ii) sexual abuse as defined by Section 18.2-67.10 of the Code of Virginia; or (iii) other criminal sexual assault under Section 18.2-61 et seq. of the Code of Virginia, may terminate the Lease in accordance with the provisions of Section 55.1-1236 of the VRLTA.

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

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

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

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

c. Repeat Violations. If Tenant has received a prior written notice that required Tenant to remedy a breach, and Tenant remedied such breach, if Tenant commits a subsequent breach of a like nature as the prior breach, Landlord may deliver Tenant a 30 day termination notice for such repeat violation. Such notice must reference the prior breach of a like nature and state that the Lease will terminate in 30 days for the reasons stated therein without allowing Tenant an opportunity to remedy such subsequent breach.

d. Nonremediable Violations/Criminal Acts. If Tenant commits a material noncompliance that is not remediable, Landlord may deliver Tenant a termination notice stating that this Lease will terminate in 30 days for the reasons stated therein without allowing Tenant an opportunity to remedy such breach. If a breach of Tenant obligations under Virginia law or this Lease involves or constitutes a criminal or willful act that is not remediable and that poses a threat to health or safety, Landlord may terminate this Lease immediately by delivering Tenant notice. Tenant and any other persons in or about the Dwelling Unit with consent of Tenant, including but not limited to members of the family, guests, invitees, or Occupants, shall not engage in criminal activities or activities intended to facilitate criminal activities including any illegal drug-related activity on the Dwelling Unit and any area of the Premises, including common areas and streets, involving a controlled substance (as defined in Section 54.1-3401 of the Code of Virginia) or any activity that involves or constitutes a criminal or willful act that also poses a threat to health and safety. "Illegal drug-related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance. Neither Tenant, guests, invitees or Occupants of Tenant may engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on the Premises or otherwise. Neither Tenant, guests or invitees, or Occupants of Tenant may engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms in the Dwelling Unit or on or near the Premises. A single violation of any of these provisions shall constitute a non-remediable violation of the Lease and justification for termination thereof. Criminal conviction is not required in order for Landlord to terminate this Lease. Nothing herein shall be construed to limit any remedies available under Virginia law for any criminal offenses committed by Tenant, guests, invitees or Occupants of Tenant.

e. Material Noncompliance by Tenant Which Can Be Remedied by Repairs, Cleaning or Replacement. If Tenant commits a material noncompliance that can be remedied by repair, cleaning, or replacement, Landlord shall deliver Tenant notice specifying the breach and stating that Landlord will enter the Dwelling Unit and perform the work. Once the work is complete, Landlord will deliver an itemized bill to Tenant for the work, and such amounts are due as Rent on the next Rent due date, or if this Lease is terminated, immediate payment is due.

f. Remedies Available to Landlord Upon Termination of Lease. In the event of a breach of the Lease or noncompliance by Tenant, Landlord shall be entitled to recover from Tenant the following, regardless of whether or not a lawsuit is filed or an order obtained from a court, amounts as contracted for in the Lease including: (i) Rent due and owing (through the month of the court date if a lawsuit is pending); (ii) other charges and fees; (iii) late charges, (iv) reasonable attorney's fees in accordance with Section 26 of this Lease, unless in a court action the Tenant proved by a preponderance of the evidence that Tenant's failure to pay rent or vacate was reasonable; (v) costs of the proceeding as provided by law if a court action has been filed; and (vi) damages to the Dwelling Unit or Premises.

21. UNLAWFUL DETAINERS; ACCEPTANCE OF RENT WITH RESERVATION. Landlord may accept partial payment of all Rent and receive an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under Section 8.01-374 *et seq*. of the Code of Virginia, and proceed with eviction. Such notice shall be included in a written termination notice given by Landlord to Tenant under Section 55.1-1245 or in a separate written notice given by Landlord to Tenant within five business days of receipt of Rent. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to eviction, provided that notice of acceptance was given by Landlord in a separate written notice given by Landlord to Tenant within five business days of receipt of such payment, Landlord may accept all amounts owed to Landlord by Tenant, including full payment of any money judgment, award of attorney fees and court costs, and all subsequent Rents that may be paid prior to eviction, and proceed with eviction. Writs of possession in cases of unlawful entry and detainer are otherwise subject to Section 8.01-471 of the Code of Virginia. In cases of unlawful detainer, Tenant may pay Landlord or Landlord's attorney, or pay into court all: (i) Rent due and owing through the month of the court date as set forth in the Lease, (ii) other charges and fees set forth in the Lease, (iii) late charges specified in the Lease, (iv) reasonable attorney fees as set forth in the Lease or as provided by law, and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall be dismissed. If Landlord owns four or fewer rental dwelling units, or up to a 10 percent interest in four or fewer rental units, Tenant may invoke the rights granted in this paragraph no more than one time during any 12-month period of continuous residency in the dwelling unit, regardless of the term of the Lease or any renewal thereof.

22. NO WAIVER. If Landlord waives a noncompliance or breach of the Lease or law by Tenant, such waiver shall not be construed as a waiver of any subsequent breach of noncompliance or breach, and this Lease shall continue in full force and effect.

23. SUBORDINATION. Tenant agrees that this Lease is subordinate to the lien of any existing or future deeds of trust or mortgages placed on the Dwelling Unit and Premises, and Tenant agrees to execute whatever additional agreements may be required to so subordinate this Lease. Landlord reserves the right to assign any of Landlord's rights under this Lease at any time.

24. SEVERABILITY. If any provisions of this Lease violate law or equity, the remaining provisions shall remain in full force and effect.

25. FAIR HOUSING. Landlord and Agent shall not discriminate against Tenant in the provisions of services or in any other manner on the basis of any protected class under federal, state or local fair housing law or regulations, or the REALTOR® Code of Ethics.

26. REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION. If as a result of Tenant's noncompliance with, or a breach of this Lease or the law, Landlord or Agent employs an attorney at law, regardless of whether a lawsuit is filed, Tenant agrees to pay reasonable attorney's fees and costs in all courts of competent jurisdiction at all tribunal levels, as well as any and all costs recoverable under Virginia law.

27. RULES AND REGULATIONS. Tenant shall abide by any rules and regulations adopted by Landlord applicable to the Dwelling Unit and the Premises, including any and all revisions delivered by Landlord to Tenant, and any rules of any property or homeowner, or similar association in which the Dwelling Unit is located.

28. **HOLDOVER TENANT.** If Tenant remains in possession of the Dwelling Unit after the required departure date following the termination of this Lease, Tenant will be liable for the following damages sustained by Landlord, or Agent: (i) actual damages which include but not are limited to, holdover rent equal to the Per Diem Rent set forth in Section 1(a) multiplied by the number of days Tenant stays in possession of the Dwelling Unit after the vacating date, and storage, hotel, meals, mileage, etc., payable by Landlord to the new tenant or (ii) liquidated damages equal to one-hundred and fifty percent (150%) (or one-hundred percent (100%) for any HUD property) of the Per Diem Rent, multiplied by the number of days Tenant stays in possession of the Dwelling Unit after the vacating date; and (iii) reasonable attorney's fees and court costs. In addition, if Tenant remains in the Dwelling Unit after termination or expiration of the Lease and no new Lease is entered into, the terms of the Lease shall remain in effect, except that the amount of rent shall be either as provided in the terminated Lease, or as provided by Landlord in a written notice to Tenant. Such new Rent amount shall take effect on the next Rent due date following 30 days after the notice. Nothing herein shall be deemed to create a right on the part of Tenant to holdover after the required departure date.

29. **MODIFICATION, APPLICABLE LAW AND SUCCESSORS.** This Lease and any and all addenda, exhibits or amendments hereto constitute the entire agreement among the parties, and may not be modified or amended except by written instrument executed by Landlord and Tenant. This Lease shall be construed, interpreted and applied according to Virginia law and it shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, assignees, and subtenants of the parties.

30. **STATUTORY NOTICE TO TENANT.** Tenant shall exercise whatever due diligence Tenant deems necessary with respect to information concerning sex offenders registered under Chapter 23 (sec 19.2-387 et seq.) of Title 19. 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 https://www.vspsor.com/ .

31. **BANKRUPTCY.** Subject to the requirements of the Bankruptcy Code, in the event the Tenant is adjudicated as 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 Dwelling Unit shall be surrendered to the Landlord, who reserves the right to repossess the Dwelling Unit subject to the applicable provisions of law.

32. **NON-BINDING MEDIATION.** In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Lease, including those involving the Landlord's Broker or the Tenant's Broker, to mediation prior to instituting litigation. Such mediation will be ***non-binding,*** that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate. Mediation fees, contained in the mediator's fee schedule, will be divided equally among parties and will be paid before the mediation conference.

33. **OTHER SPECIFIC PROVISIONS:**

34. OPTIONAL PROVISIONS (to be initialed by Tenant if checked):

☐ **LEAD-BASED PAINT**. The Premises were constructed prior to 1978, and 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 Lead Based Paint Disclosure and EPA information book "Protect Your Family from Lead in Your Home" are attached hereto and made a part hereof, which shall be acknowledged by Tenant prior to occupancy of the Dwelling Unit.

Tenant _____ **Tenant** _____ **Tenant** _____ **Tenant** _____

☐ **DEFECTIVE DRYWALL**. Tenant recognizes and acknowledges that prior to execution of this Lease, Tenant has received a written disclosure that the Dwelling Unit contains "defective drywall," as defined in Section 36-156.1 of the Code of Virginia.

Tenant _____ **Tenant** _____ **Tenant** _____ **Tenant** _____

☐ **ASBESTOS.** Landlord hereby discloses any information known by Landlord regarding the location of asbestos actually known to exist in the Dwelling Unit.

Tenant may not disturb in any manner any areas noted above.

Tenant _____ **Tenant** _____ **Tenant** _____ **Tenant** _____

☐ **NOISE ZONE OR ACCIDENT POTENTIAL ZONE**. Tenant recognizes and acknowledges that prior to execution of this Lease, Tenant received a written disclosure that the Dwelling Unit is located in a noise zone or accident potential zone, or both, as pursuant to Section 55.1-1217 of the Code of Virginia.

Tenant _____ **Tenant** _____ **Tenant** _____ **Tenant** _____

☐ **DIPLOMATS.** This Lease is void if the 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 entitled 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 the Landlord that he/she is such a person.

Tenant _____ **Tenant** _____ **Tenant** _____ **Tenant** _____

☐ **GUARANTOR.** If this box is checked, Tenant and Landlord agree that _____ ("Guarantor") guarantees this lease per the attached Guaranty of Lease Form.

Tenant _____ **Tenant** _____ **Tenant** _____ **Tenant** _____

35. AGENCY RELATIONSHIP. Agent ☐ is OR ☐ is not managing agent, with full and complete authority to engage in all aspects of the business of the management of the Dwelling Unit, and to act for Landlord in all respects which relate to this Lease. In consideration of Agent's procuring Tenant as a tenant in the Dwelling Unit and the negotiation of this Lease, Landlord has agreed to pay Agent a leasing fee of _____, which fee shall be separate from any management fee paid to Agent. This fee is earned when this Lease is executed, and is payable on all Rent during the original term, any renewals, extensions, expansions, replacements, relocations, or new leasings between Landlord and Tenant or its successors and assigns. No sale of the Dwelling Unit or the Premises shall release Landlord or its successor or assigns from the obligations set forth herein. Agent shall have the right to collect all Rent due hereunder so that its fees and commissions may be paid in installments as the Rent is received and retained by Agent before remitting the Rent (less such fees or commissions) to Landlord: but if any act be done to deprive Agent of its right to collect the Rent, then the entire amount of its fees and commissions earned but then unpaid shall, at Agent's option, become immediately due and payable. In addition to this fee or any other fee payable to Agent hereunder, Landlord has agreed to pay Agent a sales fee equal to _____ if the Dwelling Unit or the Premises is sold during the Term of this Lease or any renewals or extensions thereof or within 180 days after the termination of this Lease to Tenant or to any entity affiliated with, controlled by or under joint ownership or control with Tenant or any of its owners or principals. This provision does not grant Tenant any right to purchase the Dwelling Unit or the Premises, nor does it authorize Agent to offer such property for sale. In the event Agent receives a mortgage default, foreclosure or similar notice from any lender affecting the Dwelling Unit or Premises, Agent shall deliver such notice to Tenant, unless such notice was delivered by Tenant to Agent.

36. **WAIVER OF HOMESTEAD EXEMPTION**. Tenant expressly waives the benefit of the homestead exemption laws of the Commonwealth of Virginia.

37. **ELECTRONIC SIGNATURES. _____ /_____ If this Section is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Lease Agreement and any addenda or amendments. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.**

38. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Tenant is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Tenant should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

Tenant agrees that Agent is signing on behalf of Landlord and is not a party to this Lease. As such, Tenant will not name Agent in any lawsuit seeking to enforce provisions of this Lease or the VRLTA. The effective date of this Lease shall be the date on which the latter of Tenant or Landlord signs.

IN WITNESS WHEREOF, the parties have executed this Lease:

Tenant:	**Landlord (or duly authorized agent):**
_____ / _____	_____ / _____
Date Signature	Date Signature
_____ / _____	_____ / _____
Date Signature	Date Signature
_____ / _____	_____ / _____
Date Signature	Date Signature
_____ / _____	_____ / _____
Date Signature	Date Signature
Tenant's Broker:	Landlord's Broker:
_____ / _____	_____ / _____
Date Signature	Date Signature

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