



1. Residency and Financials

1.1 RESPONSIBLE PARTIES:

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

THIS LEASE AGREEMENT (the "Lease") is made as of <<Lease Creation Date>> by and between <<Owner Name(s)>> ("Landlord")

through **Signature Properties**, ("Landlord's Broker," who represents Landlord) whose address is **5311 Lakeside Ave, Richmond, VA 23228**; <<**Tenants (Financially Responsible)**>> (collectively Tenant(s). Landlord's Broker is sometime hereinafter referred to as "Agent".

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

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

1.2 SUMMARY OF LEASE TERMS:

a. Address of Dwelling Unit:

<<Property Address>><<Unit Name>>

b. Term

Commencement Date of Lease: <<Lease Start Date>> at 12:00 PM (noon)

Length of Term: 12 months (60 day written notice required to terminate leasing agreement)

Lease Term Ends: <<Lease End Date>> at 12:00 pm (noon)

c. Monthly Rent to be payable to: Signature Property Management, LLC

located at: 5311 Lakeside Avenue

Richmond, VA 23228

-OR- As provided for on our website

d. Description of Dwelling Unit:

Unit Type: Single Family Dwelling

e. Appliances and other personal property provided: <<Appliances Included>>

f. **Occupancy of the Dwelling Unit** shall be limited to persons whose names other than Tenant are as follows ("Occupants"): <<Other Occupant(s)>>

g. Utilities:

i) Utilities that Tenant must obtain individually: All Others

ii) Utilities provided by Owner: <<Utilities Included>>

iii) Resources provided by Owner; billed to tenant: Air Filters (if applicable to the property)

h. Rent

Monthly Rent: <<Monthly Charges>>

Prorated Rent: <<Prorated Charges>>

Additional Rent:

Non-Refundable Pet Fee:\$300.00 first pet; \$150.00 each pet thereafter (3 pet maximum) if applicable

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

Late Fee: 10% of the total Monthly Rent, or \$50.00, whichever is greater.

i. Security Deposit:

Total Security Deposit: <<Security Deposit Charges>>

Security Deposit will be held by ☐ Landlord **OR** ☐ Agent

j. 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, and must receive acknowledgement of receipt of notice by Agent, at least **Sixty (60)** 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 **12 months**.

Beginning on the first anniversary of the Commencement Date (or if the Commencement Date is not the first day of a month, the first anniversary of the first full month of the Term) and on each succeeding anniversary date thereof thereafter during the Term of this Lease, including any Renewal Lease Terms, the base annual rental for the Leased Premises may increase by **3 % per annum** over the base annual rent charged during the immediately preceding twelve (12) months.

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 at least **sixty (60)** days prior to the end of the then applicable term.

k. Other Terms: <<Additional Lease Information>>

2. APPLICABLE VIRGINIA LAW. This landlord tenant relationship is in accordance with Chapter 13.2 of Title 55 of the Code of Virginia (1950), as amended, generally known as the Virginia Residential Landlord Tenant Act (the "VRLTA").

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

a. **Disposition.** Pursuant to the VRLTA, Landlord may apply all or part of the Security Deposit to the payment of accrued Rent and the amount of any damages that have been suffered by Landlord, including but not limited to, physical damages 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 55-248.15:1(A) of the VRLTA, and actual damages for breach of this Lease, including attorneys' fees and costs. *Landlord and or Agent 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. Any 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. Tenant hereby agrees that a Move-Out Inspection must be performed and that there will be a \$85.00 Move-Out Inspection Fee that will be deducted from the Security Deposit.* Within 45 days after termination of the tenancy and return of possession of the Dwelling Unit by Tenant to Landlord, Landlord will provide Tenant with an itemized listing of all deductions made from the Security Deposit, and with payment of any amount due to Tenant. If Tenant complies with all terms and conditions of the Lease and with the VRLTA, Landlord will return to Tenant the Security Deposit, together with any accrued interest if required by law, within 45 days after termination of the tenancy and return of possession of the Dwelling Unit to Landlord by Tenant. 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 15 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 Security Deposit will be retained by Agent to cover administrative cost.

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, if Tenant fails to give notice of a forwarding address, Landlord will send the Security

Deposit statement to the last known address of Tenant, but will retain the Security Deposit refund, if any, until Tenant notifies Landlord of the appropriate address. If no forwarding address is provided to Landlord, upon the expiration of one year from the date of the end of the 45-day time period, the balance of such security deposit shall escheat to the Commonwealth of Virginia, in accordance with Section 55-248.15:1 of the VRLTA. Upon payment to the Commonwealth, Landlord shall have no further liability to any Tenant relative to the security deposit.

c. Multiple Tenants. When 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 will make reasonable efforts to provide Tenant with notice of a right to be present at the time of the move-out inspection. Landlord will include in the vacating notice language to inform Tenant of this right to be present. Tenant must make a written request to Landlord to be present at such an inspection, and Landlord will notify Tenant of the inspection times which will occur within 72 hours of the termination of the tenancy. If Tenant fails to make such a request, or fails to schedule an inspection, Landlord will proceed to do the move-out inspection without Tenant being present. The tenant, in addition to providing notice of cancellation, must be current in rental payments, must surrender possession of the premises in good condition (to include professional cleaning of property and carpets if necessary as well as any tenant caused damage repaired), with exception of reasonable wear and tear.

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

f. Landlord's Successor Obligated for Security Deposit. If Landlord in any way transfers its interest in the Dwelling Unit, or if the Agent transfers management of the Dwelling Unit and/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 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.

4. RENT.

a. Rent Payments. The total Rent for the initial Term of this Lease is set out in Section 1(h) 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 at the address set forth in Section 1(c) above or at such other places as Landlord may designate by advance written notice to Tenant. Landlord is authorized to accept prepaid Rent in accordance with the provisions of the VRLTA. 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 an accounting of charges and payments in accordance with Section 55-248.7 of the VRLTA.

b. Late Payment. If the rental payment is received after the **third** day of the month, a Late Fee in the amount specified in Section 1(h) 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. 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. 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 (1) month in advance of the Rent due date.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Policies and Procedures

2.1 INSPECTION AND CONDITION OF DWELLING:

a. Move-In Inspection Report. An inspection of the Dwelling Unit will be conducted at time of move in. Tenant or Tenant's representative shall be present at this time. An itemized "Residential Move-In Inspection Report" will be conducted at that time, a copy of which will be submitted by Landlord to Tenant within five (5) days after occupation of the Dwelling Unit by Tenant. The Residential Move-In Inspection Report will be deemed correct unless Tenant objects to it in writing within five (5) days after Landlord has provided it. Tenant hereby acknowledges that the Residential Move-In Inspection Report reflects that there is no visible evidence of mold in the Dwelling Unit or that portion of the Premises which is occupied by Tenant. If the Landlord's Residential Move-In 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 re-inspect 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 damage noted on the Residential Move-In 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 re-keyed. 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 pin lock and/or a security bar on each sliding glass door; (iii) install one door viewer on each exterior door; and (iv) change or re-key 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 authorized Occupants in accordance with the provisions of Section 55-248.18:1 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.

2.2 USE, OCCUPANCY AND MAINTENANCE:

TENANT OBLIGATIONS

a. Use. Tenant covenants that the Dwelling Unit will be used only as a dwelling unit and in a manner that will not disturb neighboring tenants and that will not damage the Dwelling Unit or the Premises. Tenant will not permit any Occupants or guests or invitees in or about the Dwelling Unit or the Premises either to disturb neighboring tenants or to cause physical damage to the Dwelling Unit or the Premises. 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 this requirement. Tenant shall give Landlord prompt notice if any such damage occurs.

b. Occupancy. No persons, other than those named as Tenant and as authorized 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 (7) 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. Tenants 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 Occupants name in this Lease.

c. 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.

d. 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.

e. 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.

f. Air Filters. Tenant is responsible for replacing all A/C and heating system filters at the property on a bi-monthly basis. If enrolled in the filter delivery program, the only filters to be used at the property will be provided by Landlord (then billed back to the tenant) and will be mailed directly to the property approximately every 60 days. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by an agent of Signature Property Management

upon reasonable notice to verify replacement has been timely made. If not enrolled in the filter delivery program, filters appropriate to the A/C and heating system shall be obtained by Tenant at the sole expense of Tenant. (Tenant may request to enroll in the filter delivery program at any time.) If at any time, Tenant cannot properly or timely install a filter, Tenant shall immediately notify an agent of Signature Property Management in writing. Tenant's failure to properly and timely replace the filters is a material breach of Leasing Agreement and Landlord shall be entitled to exercise all rights and resolutions against Tenant. Tenant shall be liable to Landlord for all damages to the property, A/C, or heating system (if applicable to the property; see page 1, section g paragraph iii).

g. Smoke Detectors. Tenant shall be responsible for reasonable care and maintenance of smoke detectors in the Dwelling Unit in accordance with Section 55-248.16 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 detector. Tenant shall not remove or tamper with any smoke detector, including removing any working batteries, so as to render the detector inoperative. In accordance with Section 55-248.13 of the VRLTA, Landlord, at Landlord's expense, shall provide for the service, repair or replacement of smoke detectors in need thereof within five (5) days of receipt of written notice from Tenant that a smoke detector is in need of service, repair or replacement.

h. Carbon Monoxide Detectors. Tenant shall have the right to request in writing that Landlord install a carbon monoxide detector in the Dwelling Unit, the cost of which may be charged to Tenant, in accordance with Section 55-248.18 of the VRLTA. Tenant shall not remove or tamper with a properly functioning carbon monoxide detector, including removing any working batteries, so as to render the carbon monoxide detector inoperative and shall maintain the carbon monoxide detector in accordance with the uniform set of standards for maintenance of carbon monoxide detectors 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 notify Landlord in writing promptly of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, 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 attorney's 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.

j. 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. Except for the cost of any regularly scheduled pest treatments provided by Landlord, Tenant shall be responsible for the cost 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 17 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 attorney's 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.

k. 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.

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

LANDLORD OBLIGATIONS

m. Upon written request of Tenant in accordance with Section 6(g) of this Lease, install a carbon monoxide detector in the Dwelling Unit within 90 days of such request. Landlord may charge the Tenant a reasonable fee to recover the costs of such installation. The Landlord's installation of a carbon monoxide detector shall be in compliance with the Uniform Statewide Building Code. Landlord shall maintain a carbon monoxide detector that Landlord has installed in the Dwelling Unit. Landlord must comply with the specific duties imposed Section 55-248.13 of the VRLTA. Landlord may only be liable to Tenant for damages caused by Landlord's breach of said statute or a specific provision of this Lease Agreement.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Responsibilities

3.1 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) or not otherwise listed in Section 1(g)(ii) 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.

3.2 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 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 the Tenant Handbook Section 1.17. For any renter's insurance policy obtained by Tenant in accordance with this Section 1.17, 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. Any renter's insurance policy provided by Landlord shall terminate with the termination of this Lease.

b. Other Insurance. Nothing in this section shall be construed to prohibit Landlord from recovering from Tenant, as part of the Rent, the actual cost of insurance coverage's provided by Landlord relative to the premises, or the cost of a self-insurance program held in an escrow account, including Landlord's administrative or other fees associated with the administration of such coverage's. 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. Tenant shall have the right to remove personal property from the Dwelling Unit or the Premises at reasonable times 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 twenty-four (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 (10) days written notice in accordance with Section §55-248.38:3 of the VRLTA. Such notice shall include a statement that any items of personal property left in the Dwelling Unit shall be treated as abandoned property and disposed of, if not claimed within ten (10) 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 §55-248.35 of the VRLTA, subject to Landlord's duty to mitigate damages.

3.3 ACCESS TO DWELLING:

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 the Premises to prospective or actual mortgagees, workmen, contractors, appraisers and/or representatives of any owners' association.

ii. Landlord will give Tenant at least 24 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. 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.

iii. Place a "For Sale" sign upon the Dwelling Unit and the Premises and exhibit the Dwelling Unit and the Premises to prospective purchasers, or, 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 the Premises and exhibit the Dwelling Unit and the Premises to prospective tenants. Tenants shall cooperate with Landlord or Agent in making the Dwelling Unit available for such showings 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, Landlord may recover damages, cost and reasonable attorney fees.

b. Landlord shall give 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 fourteen (14) 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 (7) days that Tenant intends to remain in occupancy of the Dwelling Unit. If by the end of such seven (7) 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. 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 at no expense or cost to Tenant for a period of not more than 30 days, to a comparable dwelling unit selected by Landlord, or at Landlord's option to a hotel room. 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 55-248.4 of the VRLTA), within the 30 day period, the Tenant shall have no right to terminate the Lease as a result of such condition.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. General Clauses

4.1 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 14 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.

4.2 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 55-248.24 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.

4.3 CONDEMNATION:

If all, or a substantial part, of the Dwelling Unit or the 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.

4.4 LIABILITY OF LANDLORD:

Landlord and Managing Agent shall only be liable to Tenant(s) for damages proximately caused by Landlord's breach of Section 55-248.13 of the VRLTA or a specific provision of this Lease. Landlord and Managing Agent shall not be liable for negligence or tort. Landlord and Managing 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. 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 the Premises. Tenant hereby releases Landlord and Agent from any and all liability and agrees to indemnify Landlord and Agent for such losses, with respect to Tenant, and all authorized occupants and guests or invitees of Tenant. 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 55-248.9:1 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.

4.5 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 Assisted Animal Addendum". Landlord reserves the right, however, to prohibit animals, except for qualified service animals, completely from the Dwelling Unit and the Premises. Any unauthorized animal(s) in the Dwelling Unit shall constitute a breach of this Lease and Tenant must pay the Unauthorized Animals Fee listed in Section 1(h), if any, along with any other applicable Pet Rent, Fees and Deposit.

4.6 REPRESENTATIONS IN APPLICATION FOR RESIDENTIAL LEASE:

This Lease has been entered into in reliance on the information given by Tenant on Tenant's "Application for Residential Lease" ("Rental 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 Rental Application. If any of Tenant's material representations are found to be misleading, incorrect and untrue or omitted, Landlord may immediately terminate this Lease and require Tenant to vacate the Dwelling Unit.

4.7 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.

4.8 NOTICE:

All notices shall be in accordance with Section 55-248.6 of the VRLTA, which provides for written notice to be given by regular mail or by hand delivery, with the party giving notice retaining a certificate of mailing, or delivery of the notice, as the case may be. Notice to the Landlord will be given to the Agent's office or to such other place as may be specified by Landlord or Agent. Notice to Tenant will be given to the address of the Dwelling Unit. Landlord reserves the right for Landlord and Tenant to send notices in electronic form; however, Landlord or 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 Rental Application, and Tenant is required to provide notice to Landlord of any change in e-mail address.

4.9 MILITARY:

a. Any Tenant who is a member of the armed forces of the United States or a member of the Virginia National Guard serving on fulltime duty or a Civil Service technician with a National Guard unit may, through the procedure detailed in Subsection (b) of this Section, terminate this Lease if the Tenant (i) has received permanent change of station orders to depart 35 miles or more (radius) from the location of the Premises; (ii) has received temporary duty orders in excess of three (3) months' duration to depart 35 miles (radius) from the location of the Premises; (iii) is discharged or released from active duty with the armed forces of the United States or from full-time duty or technician status with the Virginia National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.

b. If Tenant qualifies to terminate this Lease pursuant to Subsection (a) of this Section, and in accordance with Section 55-248.21:1 of the VRLTA, Tenant may do so by serving on Landlord a written notice of termination at least 30 days prior to the next Rent due date. The termination date shall be no 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. Prior to the termination date, Tenant shall furnish Landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from Tenant's commanding officer.

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

d. Landlord reserves the right to require, as a condition of this Lease, that Tenant execute a waiver of all or part of the rights the Tenant may otherwise have under the Service Members Civil Relief Act.

e. If no waiver of rights under the Service Members Civil Relief Act is required by Landlord, in the event of a nonpayment of rent by Tenant, Landlord reserves the right to request an allotment from the pay of the Service Member tenant as permitted in the Service Members Civil Relief Act.

4.10 CANCELLATION; RENEWAL:

a. Either party may terminate this Lease in accordance with Section 1(j) 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(j) 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(j) 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(j) 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 Chapter 4 of Title 18.2 of the Code of Virginia may terminate the Lease in accordance with the provisions of Section 55-248.21:2 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 provisions of this Lease or as Landlord reasonably determines.

4.11 ACTIONS 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 five (5) day notice of material noncompliance for failure to pay Rent, Tenant shall be in default, and Landlord may terminate this Lease and Tenant's right to possession in accordance with law and seek such damages as are appropriate under this Lease and the VRLTA.

b. Material Noncompliance by Tenant Which Can Be Remedied Within 21 Days. If Tenant fails to comply materially with any other provision of this Lease 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 require 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 make reference to 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. Non-remediable 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 Code of the Virginia Code). "Illegal drug-related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance. Neither Tenant, guests, invitees nor 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 that 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 4.17 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 the Premises.

g. Family abuse. If a Tenant is a victim of family abuse as defined in the VRLTA, and the perpetrator is barred from the Dwelling Unit pursuant to Section 55-248.31:01 of the VRLTA based upon information provided by Tenant to Landlord, or by a protective order issued by a court of competent jurisdiction, Landlord may not terminate this Lease due solely by an act of family abuse against a Tenant. However, the provisions of the preceding sentence shall not apply if: (i) Tenant fails to provide Landlord, not later than 21 days after the alleged offense, with written documentation corroborating Tenant's status as a victim of family abuse and the exclusion of the perpetrator from the Dwelling Unit and the Premises; or (ii) the perpetrator returns to the Dwelling Unit in violation of the bar notice, and Tenant fails to so notify Landlord with 24 hours, subject to the provisions of the VRLTA.

4.12 UNLAWFUL DETAINERS; ACCEPTANCE OF RENT WITH RESERVATION:

Landlord may accept full or 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 55-248.31 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. 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.

4.13 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.

4.14 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 the 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.

4.15 SEVERABILITY:

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

4.16 DISCRIMINATION:

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 or regulations, or the REALTOR® Code of Ethics.

4.17 REASONABLE ATTORNEY'S FEES/COST OF COLLECTION:

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

4.18 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.

4.19 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(h) 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 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. The 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.

4.20 MODIFICATION, APPLICABLE LAW AND SUCCESSORS:

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

4.21 STATUTORY NOTICE TO TENANTS:

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 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/>.

4.22 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.

4.23 NON-BINDING MEDIATION:

In an effort to avoid 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 action. Judicial action 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.

4.24 OTHER SPECIFIC PROVISIONS:

Tenants hereby acknowledge and agree:

- 1) That Tenant has been given, read and understands the Signature Properties "TENANT HANDBOOK".
- 2) That the "TENANT HANDBOOK" is attached hereto and made a part of this lease agreement.
- 3) That the smoke detectors and carbon monoxide detector, (if gas is in the dwelling,) are installed and in working order.
- 4) Tenant acknowledge and agrees to show proof of renter's insurance prior to obtaining occupancy to subject property.
- 5) That smoking is prohibited in the dwelling.

4.25 OPTIONAL PROVISIONS: (TO BE ACKNOWLEDGED BY TENANT IF CHECKED):

☐ Lead-Base 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.

☐ 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.

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

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

☐ Noise Zone or Accident Potential Zone. Tenant recognizes and acknowledges that prior to execution of this Lease, Tenant has received a written disclosure that the Dwelling Unit is located in a noise zone or accident potential zone, or both, as pursuant to Section 55-248.12:1 of the Code of Virginia.

☐ Transfer of Tenant. In addition to the rights set forth in Section 4.9, any Tenant has the right to terminate this Lease if transferred 75 miles or more (radius) from the Premises by the employer stated on the Rental Application. The termination shall be effective on the last day of the second calendar month following the month in which the Landlord receives the notice of termination. The Tenant shall provide a copy of the Tenant's transfer letter and/or orders, the final month's Rent and the following termination or cancellation fee: (1) one month's Rent if the Tenant has completed fewer than six (6) months of the tenancy as of the effective date of termination; or (2) one-half (½) of one month's Rent if the Tenant has completed six (6) months or more of the tenancy as of the effective date of termination.

☐ 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.

4.26 IN CASE OF DEATH:

(A) Automatic Termination. If the sole remaining Resident dies while still in possession of the Property, this Lease shall automatically terminate as of the date of the Resident(s)' death, without penalty, and Signature Properties shall not be required to seek an order of possession. Resident's estate shall remain liable for any balances due as otherwise required by this Lease and/or the VRLTA.

(B) Emergency Point of Contact. If no person is authorized by order of the Circuit Court to handle probate matters for the deceased Resident, then Signature Properties may dispose of all of Resident's personal property within the Property after giving ten (10) days written notice to: (i) the person identified in the rental Application, Lease or other written document as Resident(s)' emergency point of contact; or (ii) the Resident(s) in accordance with Va. Code Ann. § 55-248.6, if Resident(s) supplied no emergency point of contact or the contact information for the emergency point of contact is incorrect, incomplete or outdated. This notice shall include a statement notifying the recipient that any items of personal property left in the Property after the ten (10) day period will be deemed abandoned and may be disposed of in accordance with the procedures set forth in Va. Code Ann. § 55-248.38:1. If one (1) or more of the emergency points of contact requests that Signature Properties provide such person with access or keys to the Property, Signature Properties may demand reasonable proof of identification. Once Signature Properties is satisfied with such identification, the authorized emergency point of contact may: (i) have access to the Property and/or any documents or information, to which Resident(s) might otherwise be entitled; and (ii) rightfully claim and remove Resident's personal property from the Property and/or otherwise directly handle any matters with Signature Properties.

Nothing herein shall be construed as granting or determining any legal rights of any person relative to the Resident(s)' personal property. Signature Properties may discuss, negotiate and resolve any matter arising out of the Lease or Resident(s)' occupancy of the Property with such emergency points of contact.

(C) Disposal of Personal Property. After the ten (10) day period, the personal property remaining in the Property shall be treated as abandoned property and shall be disposed of as Signature Properties see fit and appropriate. From the Resident(s)' date of death and continuing until Signature Properties disposes of the Resident(s)' personal property, Signature Properties shall not have any liability for the risk of loss for such personal property. If Signature Properties sells any of the personal property, then Signature Properties shall credit Resident(s)' account for such sale price, less Signature Properties reasonable costs incurred in such sale and the removal and/or disposal of all of the personal property.

4.27 AGENCY RELATIONSHIP:

Landlord hereby does appoint Agent as its managing agent, with full and complete authority to engage in all aspects of the business of the management of the Dwelling Unit and to act for Landlord in all respects which relate to this Lease. 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. 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 the Premises, Agent shall deliver such notice to Tenant, unless such notice was delivered by Tenant to Agent.

4.28 WAIVER OF HOMESTEAD EXEMPTION:

Tenant expressly waives the benefit of the homestead exemption laws of the Commonwealth of Virginia.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 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. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

X _____
Initial Here

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed

Signature Property Management

5311 Lakeside Avenue • Richmond, VA 23228
(804) 746-7466



1. Renters Insurance, Pest, Smoke Detector and Disclosure of Unrepresented Party Addendum

1.1 RENTERS INSURANCE

RENTER'S INSURANCE

The tenant must obtain Renters Insurance before the move-in date of property. This can be *obtained through any insurance provider* or you may purchase renters insurance from one of our Preferred Vendors:

Atkinson Insurance Agency (804-789-0795)

AtkinsonInsuranceAgency@gmail.com

Atkinson Insurance Agency is a full service agency that is committed to unsurpassed customer service by providing a complete range of insurance programs including Homeowners, Auto, Life, Renters and Business Insurance.

***** Copies of all required documents must be submitted within 5 days of the acceptance of your Rental Application unless other arrangements are made with your Property Manager to provide at move in.*****

Tenants will not be allowed to move in without proof of a Renter's Insurance Policy.

YOU may deliver:

- 1) Copy of the Insurance Declaration page.***
- 2) Copy of Paid Receipt for insurance policy***

OR

YOUR Insurance provider may send copy of Insurance Declaration Page to:

Info@SPRentals.biz

1.2 FLEAS, BEDBUGS, & OTHER PESTS

This Addendum is an agreement between/among the parties and becomes part of the rental agreement dated <<Lease Start Date>> between <<Owner Name(s)>>

(Landlord) and Signature Properties (Agent) and <<Tenants (Financially Responsible)>>(Tenants)

for the premises located at <<Property Address>>

<<Unit Name>>

- a. Tenant acknowledge that the Landlord/Agent has inspected the unit and is aware of no bedbug, flea or other pest infestation.
- b. Tenants warrant that all furnishings and personal properties that will be moved into the premises are free of fleas, bedbugs or other pest infestations.

Tenant(s) hereby agree to prevent and control an infestation of fleas, bedbugs and other pests by adhering to the following list of responsibilities:

1. Check for hitch-hiking bedbugs, fleas and other pests. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs, fleas and other pests before re-entering your dwelling. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of pest infestation.
2. Report any problems immediately to your Property Manager. Even a few pests can rapidly multiply to create an infestation that can spread to other units.
3. Cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Tenant(s) must comply with recommendations and requests from the pest control specialist and Landlord/Agent, at Tenant(s) sole cost, prior to or after professional treatment. Such requests and recommendations may include but are not limited to:

- Visually checking pets daily and regularly treating them for fleas, ticks and lice.
 - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses may not be salvageable and may need to be sealed in plastic and disposed of properly.
 - Emptying Dressers, night stands and closets. Removing all items from floors; bagging all clothing, shoes, boxes, toys, etc.
 - Bagging and tightly sealing washable and non-washable items separately. Used bags must be disposed of properly.
 - Vacuuming all floors, including the insides of closets. Vacuuming all furniture including inside drawers and nightstands.
 - Vacuuming mattresses and box springs. Carefully removing vacuum bags sealing them tightly in plastic and discarding them properly.
 - Washing all machine-washable bedding, drapes, clothing, etc. on the hottest water temperature and drying them on the highest heat setting.
 - Taking other items to the dry cleaner making sure to inform the dry clear that the items are infested with fleas or bedbugs.
 - Discarding any items that cannot be decontaminated.
 - Moving furniture toward the center of the room so that technicians can easily treat carpet edges where bedbugs and fleas can congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets
4. Tenant(s) agree to release, indemnify and hold Landlord/Agent harmless from any actions, claims, injuries, losses, damages and expenses, including eradication costs and including but not limited to court and other costs and attorney's fees that Landlord/Agent incurs as a result of the negligence of the Tenant (s) or any guest occupying or using the premises.
5. It is acknowledged that the Landlord/Agent shall not be liable for any loss of personal property to the Resident, as a result of an infestation of fleas or bedbugs. Tenant(s) agree to maintain personal property insurance, at Tenant(s) sole cost to cover any such losses.

1.3 SMOKE DETECTOR REPORT

<<Company Name>>

<<Company Address>>

<<Company Phone Number>>

Your smoke detector has been thoroughly checked; the batteries replaced and is working properly. It is now your responsibility to check this detector regularly as suggested by the fire department. Any malfunction or failure should be reported to our office immediately by phone, email or mail.

PLEASE do not remove the batteries for any reason expect to replace them.

Removal of batteries or tampering with smoke detectors makes you, as a resident, subject to a fine up to \$2000.00 per Section 36-106 of Virginia Building Code.

Smoke Detector Inspected <<Lease Start Date>>

<<Property Address>><<Unit Name>>

By initialing below, the undersigned Tenant(s) agree and acknowledge having read and understood this addendum.

1.4 SMOKING RULES AND REGULATIONS

- **SMOKING IS PROHIBITED within all Signature Property Management dwelling units.** The following items are prohibited but not limited to: Cigarettes, Cigars, Electronic Cigarettes, Vaping Devices, Vapor Products, Gas Torches, Explosives, Incendiaries, Blasting Caps, Hand Grenades. If there is evidence found of smoking or the use of any of the above listed items (but not limited to) it is a breach of contract, and grounds for immediate termination of Leasing Agreement.

1.5 DISCLOSURE OF BROKERAGE RELATIONSHIP FOR UNREPRESENTED PARTIES

<<Property Address>><<Unit Name>>

The undersigned unrepresented party (ies) do hereby acknowledge disclosure that the licensee

Signature Properties (Broker or Salesperson/Property Manager) associated with **Signature Properties** (Brokerage Firm) represents only the following party in a real estate transaction:

☐ Tenant(s)

☐ Landlord(s)

X _____
Initial Here

SAMPLE

1. The Tenant Handbook

1.1 INTRODUCTION

These rules and regulations are subject to change with notification at any time. The purpose of this handbook is to help explain the law regarding the rights and obligations of landlords and tenants. It should be used only as a guide and is not intended as a final authority or source of legal advice. This handbook is written with the hope that better understanding of the rights and obligations of each party may help prevent conflicts before they occur. The Virginia Residential Landlord and Tenant Act (VRLTA) is the primary Virginia state law regulating legal relationships between landlord and tenant. It supersedes local, county, and municipal ordinances and regulations. Other codes and ordinances also apply to rental units and agreements. The Virginia Uniform Statewide Building Code provides minimum standards for health and safety as does the National Property Maintenance Code. Fair housing codes are written by the county, state, and federal governments.

1.2 CONSIDERATIONS BEFORE RENTING

Before signing any rental or lease agreement or addendum to lease agreement, prospective tenants should carefully read the lease and the Tenant Handbook to become familiar with all of its requirements and provisions. Remember, when a rental agreement is signed, it becomes a binding contract.

These are some items to consider before renting:

? Responsibility for utility services and account payments should be thoroughly understood. If the tenant pays for utilities, he/she should ask the utility company for monthly cost estimates and should know the maximum he/she can afford to pay for monthly rent and utilities. If the landlord pays for utilities, the lease may allow a rent increase if utility rates go up.

? If pets are allowed, they shall be subject to additional fees and a pet addendum. (See section 1.15 herein.)

? Parking rules and regulations for off-street private lots should be thoroughly understood i.e., the number of tenant's cars allowed, provisions for guest parking and whether the parking rules are enforced by towing.

1.3 SIGNING THE RENTAL AGREEMENT

A lease agreement is a binding contract that defines the management and the tenant's responsibilities. Tenants should read and understand the lease before signing it. The copy of the signed Lease Agreement and Tenant Handbook will be uploaded to your Tenant portal upon final execution. After signing the lease, any changes, modifications, oral promises, conditions and agreements between the tenant and SPM and/or its agents must be in writing and signed by both parties to be enforceable. If either management or tenant fails to sign the lease, it still becomes effective and enforceable if the tenant occupies the premises and rent money is paid by the tenant and is accepted by SPM. All persons who will occupy the premises should be listed on the lease and those above the age of 18 may be required to sign the lease.

1.4 ASSOCIATION RULES AND REGULATIONS:

If the dwelling unit is located within a Community Association, Homeowners Association or Condo Association, tenants will be subject to follow all rules and regulations of that Association. Prior to or when move-in occurs the tenant will be provided with all information about the rental property Association Rules and Regulations and it is the tenant's responsibility to read, be aware of, and follow all Rules and Regulations listed. An addendum will be added to the lease stating that the tenant has received a copy of the Association Rules and Regulations.

1.5 CABLE AND SATELLITE:

A tenant shall not alter or permit any alteration of the outside of premises without the prior, written permission of SPM. This clause pertains to TV antennae or satellite dish receiver's installations. SPM may or may not approve installation of a satellite dish antenna on a balcony or patio, or roof if the tenant has exclusive use of the balcony or patio. If consent from SPM is given, the dish and installation is at the tenant's own cost. The tenant may not install any antenna on the common roof or grounds of a multi-unit residential rental building. After the equipment is installed it cannot be removed at the time of move-out.

1.6 DUPLICATE KEYS AND ADDITIONAL LOCKS:

You will be issued at least one (1) set of keys. **A fee of \$75.00 (\$125.00 after normal business hours, weekends and holidays)** will be charged to you for providing a new set of keys. Landlords have a legal right to keep copies of all keys to all rental units. If a tenant needs to add

new or additional locks, the property manager must be notified and the tenant must have authorization from the property manager and give him or her copy of each new or changed key immediately following the change and/or installation. This is imperative should an emergency occur.

1.7 GENERAL RULES AND REGULATIONS (LISTED WITHIN THE LEASE):

1. No smoking within the Dwelling.
2. Tenant shall carry Renter's Insurance. Since this is stated within the lease, if Renter's Insurance is in default or removed the tenant will be responsible for all damage to his/her property.
3. Tenant must keep utility accounts paid and set up in the tenant's name. (If not included within the lease.)
4. Air Filters. Tenant is responsible for replacing all A/C and heating system filters at the property on a bi-monthly basis. If enrolled in the filter delivery program, the only filters to be used at the property will be provided by Landlord (then billed back to the tenant) and will be mailed directly to the property approximately every 60 days. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by an agent of Signature Property Management upon reasonable notice to verify replacement has been timely made. If not enrolled in the filter delivery program, filters appropriate to the A/C and heating system shall be obtained by Tenant at the sole expense of Tenant. (Tenant may request to enroll in the filter delivery program at any time.) If at any time, Tenant cannot properly or timely install a filter, Tenant shall immediately notify an agent of Signature Property Management in writing. Tenant's failure to properly and timely replace the filters is a material breach of Leasing Agreement and Landlord shall be entitled to exercise all rights and resolutions against Tenant. Tenant shall be liable to Landlord for all damages to the property, A/C, or heating system (if applicable to the property; see page 1, section g paragraph iii).
5. Tenant must keep smoke detectors operational at all times.
6. Tenant must cut and trim shrubs and lawn (if not included within lease).
7. No pets (unless otherwise stated in lease).
8. Tenant must dispose of trash properly.
9. Tenant must follow all HOA Rules & Regulations (if within a community for which this applies).
10. Tenants are to keep gutters debris free by having them cleaned annually by a licensed professional.

1.8 GUESTS:

A guest will be defined as a person that stays at the property for no more than 2 weeks. If the guest exceeds this time frame, that person will be considered an occupant. An occupant is incorporated within the lease and will be responsible for cooperating with the guidelines of that lease. The parking guidelines will still be applied (parking in only designated areas). If the guest does not abide by the rules and regulations stated in lease the tenant will be left fully responsible for any destructive actions.

1.9 PAYMENT OF RENT:

Rent payment is due on the 1st day of the month and will be considered late after the 3rd day of the month. Signature accepts on-line payment by logging in to www.SPRentals.biz or you may mail or drop off your payment (money order, cashiers or certified check) to our office at:

Signature Property Management	Office hours 9:00 am to 5:00 pm Mon –Fri
5311 Lakeside Avenue	Office Phone 804-746-7466
Richmond, VA 23228	info@sprentals.biz

1.10 LATE FEES:

All payments must be paid by check or money order. Unless otherwise stated in the Lease, rent is due on the **1st of each month**, in the event that any payment required to be paid by Tenant under the Lease Agreement is not made within three (3) calendar days of when due, Tenant shall pay to Landlord/Agent, in addition to such payment or other charges due hereunder, a "late fee" in the amount as defined in the Lease Agreement. Tenant may not designate how payments received by Landlord/Agent are applied to their account. Any payments received are applied to charges in sequential order as they were charged to the tenant's account. All rents are received with reservation. If such is not paid by the Tenant when due, then Tenant hereby agrees that it shall be deducted from Tenants Security Deposit before any other fees or damages are submitted. There will be a Pay or Quit issued on the 4th of the month. This gives the tenant 5 days following to pay unpaid balances. If payment is not received, the balance will be turned over to an attorney for collection and the tenant will be held responsible for all court costs and legal fees. Failure to pay rent, or frequent late payments, can be cause for eviction by SPM. Upon a default judgment for nonpayment of rent, the VRLTA requires immediate issuance of an eviction notice by the court and the usual 10-day appeal period for

an eviction judgment does not apply. If a tenant is unable to pay rent on time, he/she should explain the situation, in writing, as soon as possible to SPM, who may agree to a different rent payment plan to avoid the inconvenience and cost of eviction proceedings in court.

1.11 MILITARY EXEMPTION:

A full-time member of the U.S. Armed Forces or Virginia National Guard, or a Civil Service technician with a National Guard unit may terminate a rental agreement with a 30-day written notice to the landlord, provided that the date of departure (surrender of premises) occurs within 60 days of the notice. Such tenants must:

? be transferred more than 35 miles from the rental premises; and,

? have received orders for more than three (3) months duration; or,

? have been discharged, or released from active duty, or full-time duty; or,

? have lost his/her basic allowance for quarters and have been ordered to government-supplied quarters. Along with the written termination notice, the landlord must be given either a copy of the official orders or a letter signed by the tenant's commanding officer confirming the orders. The rent must be prorated to the date of termination.

1.12 MOVE-IN INSPECTION:

There will be a move-in inspection report provided upon move-in. This is an electronic report with pictures and notations of any damages existing at time of move in. A copy of the report will be emailed to you. If you find any other damages you have 5 days to notify your property manager in writing. We will add this to your move in inspection.

1.13 PARKING:

As part of the lease agreement parking is property specific. If there is designated parking it is the tenant's responsibility to park in designated area to avoid towing. A vehicle may not be repaired on any part of the property (oil change, transmission fluid change or any other work that pertains to fluid spills). Parking on the lawn, sidewalks or inside the home (motorcycles, dirt bikes, etc.) is prohibited. Any motor vehicle must be registered with current tags and inspection sticker. All vehicles must be in working condition and have no flat tires or outward damage that would make it an eyesore for the property.

1.14 PERIODIC PROPERTY INSPECTIONS:

As part of our agreement with the property owner we will conduct routine inspections to determine the condition of the property. The tenant will be notified of inspection 24 hours in advance and will be notified of any problems, then given 14 days to remedy the problems. Any breach not corrected will be remedied by SPM and billed back to the tenant. Should the tenant not agree with the bill and refuse to pay, the cost will be deducted from tenant rent monies. All late fees, court costs and attorneys' fees will be the responsibility of the tenant.

1.15 PETS:

The tenant shall not keep pets on the property without prior written consent. If pets are allowed, restrictions such as type (e.g. cats only, small dogs only, etc.), breed (e.g. no Pit Bulls, Chow, Rottweilers, Sharpel, Akita, Doberman, Mastiff, Presa Canario, Ovcharka, Fila Brasileiro, Cane Corso, Beauceron, Wolf Hybrids, etc.) and size (e.g. no more than 35 lbs.) will be at the discretion of the Owner/Agent and shall be communicated to Tenant. **Prior written approval for pets (maximum of 3) is required as well a non-refundable pet fee, pet deposit, and/or pet rent as specified in Section 1 of the lease. No treacherous or perilous pets of any kind is allowed to be kept or brought onto the property. Tenant shall be required to sign a Pet Addendum.** This addendum will state that if any damages occur the tenant will be fully responsible for all damages caused by pet(s). "Service animals" are not subject to pet fees/deposits/rent but are subject to the terms of the Pet Addendum. Proper paperwork is required to validate the need for a service pet. All pet owners (regardless of need) are liable for damage done to the premises by their pet(s). If a pet(s) is approved to be kept on property, the tenant will agree to keep the premises on which the pet(s) is kept in a sanitary manner (pick up after your pet please). A further description of pet regulations will be stated within the lease and Pet Addendum.

1.16 RETURNED CHECK FEES:

If a tenant's personal check is returned by a bank for insufficient funds or other reason, *a fee of \$50.00 will be charged.* If the returned check was a rent payment, the rent is unpaid and the tenant may be charged a late fee in addition to the returned check fee and the rent payment itself. If a check is returned, SPM has the option to require all future payments in the form of Cashier's Check, or Money Order.

1.17 RENTERS INSURANCE:

The tenant must obtain Renters Insurance before the move-in date of property. This can be *obtained through any insurance provider* or you may purchase renters insurance from **Atkinson Insurance Agency (804-789-0795)**. Atkinson Insurance Agency is a full service agency that is committed to unsurpassed customer service by providing a complete range of insurance and financial service programs including

Homeowners, Auto, Life and Business Insurance. *Atkinson Insurance Agency is a Business Partner of SPM. Client hereby grants permission to have Atkinson Insurance Agency in-house insurance agent or other appropriate Atkinson Insurance Agency personnel to call them to outline the insurance options available to them.* The tenant's belongings are placed in the property at sole risk of the tenant. Renters insurance may help recover items from the property due to loss, destruction, theft of, or damage to property. Failure to carry the required Renters Insurance policy may result in the tenant's loss of his/her possessions at no fault of SPM and/or the Landlord.

1.18 SECURITY DEPOSIT:

The security deposit is determined prior to time of move-in and the amount is clearly stated in the lease agreement. This is meant to secure a complete and faithful performance by the tenant of all terms and conditions of the lease agreement. If the tenant becomes in breach of his/her lease due to physical damages or **any** charges that have not been reimbursed through the term of the lease, the lease may be terminated and the Tenant hereby agrees that any costs and fees will be taken out of the security deposit.

1.19 III. DURING THE RENTAL

UTILITIES:

Tenant must put all necessary utilities in the tenant's name upon move-in. Tenant shall pay all deposits required by any of the utilities not provided by the landlord. Tenant must maintain all electric service and or heat in the premises throughout tenancy to prevent any damages from occurring to the property.

1.20 INSPECTION CHECKLIST:

SPM provides the tenant with a Move Inspection Report. This report notes the condition of the premises, listing all defective items. This same report will be used for the move out condition comparison after vacating the premises. Any defects not covered during the move in inspection and on the Move In Inspection report must brought to our attention within 5 days of move in or defects will be considered the tenant's responsibility. No exceptions will be made to this procedure

1.21 MAINTENANCE AND CONDUCT:

Tenants are required to keep the dwelling unit in a clean and safe condition.

The tenant must:

- Keep the rental unit clean and safe, and properly dispose of trash and comply with all requirements of applicable building and housing codes. The tenant can be charged for his/her negligence and carelessness, such as clogging sanitary drains with foreign materials, puncturing freezer coils during defrosting, or breaking glass windows. The tenant must promptly notify SPM of broken or damaged items in need of repairs or services. There will be no unauthorized repairs. Extra charges can be levied if additional damage occurs due to not promptly notifying the property manager. After giving proper notice, the tenant must allow property management access to the premises to accomplish necessary repairs or services.
- Must change all HVAC filters every 60 days. The tenant will be responsible for keeping debris out of vents (if applicable to property; refer to Lease Agreement page 1 section g paragraph iii).
- Must keep gutters free of debris if not provided within the signed lease.
- Must care for lawn and any landscaping provided with the property unless otherwise stated within signed lease.

Before you move-in there will be an inspection for any pest infestations. Firewood and other sources of termites shall not be stored within fifty (50) feet of dwelling.

No portable heating devices are allowed in the property without prior written permission from Landlord/Agent. Any such devices, if permission is given, must be maintained in a safe and secure manor at all times.

Do not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only. No parking on grass or in the yard.

Tenants shall be responsible for keeping fresh batteries in smoke alarms and testing smoke alarms monthly.

No above ground swimming pools or trampolines are allowed on the property at any time. Fencing maybe installed with Landlords/ Agents prior written approval

There will be no waterbeds allowed on rental premises.

Prevent abuse, misuse or neglect of the rental property and items within.

Tenants are fully responsible for the conduct (behavior) of all occupants, their guests, invitees and themselves. A guest/invitee of the tenant may be barred from the premises for conduct that violates the terms of the tenant's rental agreement. There will be a written notice served upon the tenant, guest or invitee that describes the unacceptable conduct, disturbance, noise, etc. as the basis for action. This letter will be considered a warning to make changes to the given situation. If the problem continues there will be grounds for lease termination due to default of lease.

The tenant will be responsible to follow all of the listed compliances within the lease as well as stated information within this handbook and otherwise said.

1.22 ALTERATIONS AND IMPROVEMENTS.

Tenants will not remodel or make any structural changes, alterations or additions to the premises, remove or exchange appliances or equipment, such as, but not limited to air conditioning, heating, refrigeration or cooking units, radio or television antennae, will not drive nails or other devices into the walls or woodwork (a reasonable number of small nails as picture hangers excepted; tape not to be used), will not change the existing locks, refinish or shellac the wood floors of the premises, without prior written permission of the Landlord or the Landlord's Agent.

1.23 CLEANING AND MINIMUM STANDARDS

- a. Granite countertops must be maintained at a high standard (keep all countertop surfaces clean and free of debris/food particles to keep from damaging the granite).
- b. With all bare flooring (wood, linoleum, ceramic, etc.) the tenant is responsible for putting floor coverings under furniture to prevent from being scratched or damaged, as well as keeping the flooring clean and clear of debris/food particles.
- c. The tenant will be responsible for carpet cleaning at move out by a licensed professional with receipts to be provided to SPM. If there is damage to the carpet or it has not been properly cleaned, SPM will have it done and the cost will be at the tenant's expense.
- d. All window treatments provided in the property must be cleaned and maintained. If damaged by the tenant, the tenant will be responsible for replacement.
- e. There will be an inventory list if the rental property is fully furnished. If there are any items that are missing, damaged or otherwise unusable the tenant will be billed to replace those items.

1.24 ILLEGAL DRUGS OR CONTROLLED SUBSTANCE

Tenants agree not to possess or use, or allow any of tenant's invitees or guests to possess or use any illegal drugs or controlled substances on said property, and if any are used they will report same to Landlord/Agent immediately. Violators hereby acknowledge that they will be evicted immediately and Tenant here by agrees that they will forfeit their deposit.

1.25 ASSIGNMENT AND SUB-LETTING.

Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord/Agent and payment of a **\$350 sublet fee**. Consent by Landlord/Agent to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord/Agent or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord/Agent's option, terminate this Agreement.

1.26 EMERGENCY AND DISASTER PROCEDURES

- If there are any disasters or emergencies, **please call 911**.
- Report all outages to proper utility companies (including electricity, water, and gas).
- In the winter season when it snows or icing occurs, keep all walkways salted, sanded and shoveled.

? IT IS IMPERATIVE THAT WHEN TENANTS MOVE INTO THE PROPERTY THAT TENANTS HAVE AN ESCAPE PLAN FOR ANY TYPE OF DISASTER SUCH AS FIRE, COLLAPSE OF TREE OR NATURAL WEATHER DISASTER!!!

IF THIS PLAN IS NEEDED- BE SURE TO CALL THE LOCAL AUTHORITY AND SPM TO NOTIFY THE CORRECT PERSONS ABOUT THE SITUATION.

A maintenance emergency is any situation that would endanger you, the community, your home and/or your belongings.

Examples:

? No heat

? No air conditioning if the inside temperature is 85 degrees or above

? The smell of gas fumes

? Substantial leak that cannot be controlled and could cause serious damage

? Fire

The above are just examples and not an inclusive list of every emergency situation. However, we trust that you will use wisdom and consider the nature of your call, and if it can in fact be dealt with during regular office hours.

A \$125.00 FEE PER RESPONSE WILL BE CHARGED FOR ALL AFTER-HOUR LOCKOUTS.

FOR ANY AFTER HOURS EMERGENCY,

PLEASE Login to www.SPRentals.biz to report any maintenance request or
call (804)746-7466.

1.27 MOVING OUT

Lease Termination/Self Renewal:

The tenant or SPM may terminate the lease at the end of the initial term of lease or any automatic renewal thereof. Unless otherwise stated in the lease, the tenant is responsible for giving 60 days written notice to terminate prior to the end of the existing term and must receive acknowledgement of receipt of notice by Agent. The tenant, in addition to providing notice of termination, must be current in rental payments, must surrender possession of the premises in good condition (to include professional cleaning of property and carpets if necessary as well as any tenant caused damage repaired), with exception of reasonable wear and tear. Unless otherwise stated in the lease, if this notice is not provided, it will be assumed that the lease holder will be continuing the lease, and the agreement will self-renew for the period of the stated lease term.

Notice:

In order to be acceptable, notice served shall include signatures from all lease holders and be delivered, with receipt acknowledged by Agent, within the time frame stated in the lease. All notices are required to be in writing and shall be sent by regular mail, hand delivery, or emailed.

Marketing During Notice Period:

As stated within the lease (page 4, section 10. B & C) if the proper notice has been given for non-renewal of the lease, the property is eligible to be marketed as 'For Rent'. A phone call to the tenant 24 hours in advance will be considered proper notice to show the property. If tenant cannot be reached, a message on his/her voicemail will be considered proper notice. The tenant is expected to have the property in good showing condition (clean and free of debris within and outside the home). The tenant cannot put off the showing of the home. As soon as the tenant is in agreement or awareness that a showing will occur, SPM may set up multiple person showings at 15 minute increments.

MOVE-OUT INSPECTION

The VRLTA allows the tenant to be present at the move-out inspection. The tenant must notify us of the wish to be present and we will schedule the inspection within 72 hours of the day the tenant returns the keys to the office. If tenant does not want to be present or fails to show up at the scheduled time, our inspection report will be final and the tenant will not be allowed back onto the property to correct any defects.

1.28 SECURITY DEPOSIT INFORMATION AND RETURN

THE SECURITY DEPOSIT MAY NOT BE USED AS LAST MONTH'S RENT!!!

Any outstanding rent monies due at time of move out will be charged a late fee and a court fee.

The following are the requirements for a refund of your deposit:

- ? Tenant has left the premises clean and undamaged and followed the move-out procedures.
- ? Walls are clean and unmarred. (Homes are NOT to be painted between tenancies).
- ? Paid all charges (including Late Fees and Return Check) and rents due.
- ? Removed all debris, rubbish and discarded all items from the premises. (If there are still belongings within the property you will still be liable for payment of rent due to lease being extended until vacant).
- ? Provided a forwarding residential address and telephone number.

NO work addresses will be accepted.

- ? Have an acceptable move out/check out inspection report.

EVICTON SCHEDULE –Summary–

- Tenant(s) hereby acknowledge and agree, rent is due on the 1st of each month. Rent is late on the 3rd day of each month.
- A late fee will be added for all late rent (as defined in your lease agreement). Only a Money Order, Cashier's check or Certified Funds will be accepted after the 5th day of the month.
- A \$50.00 Return Check Fee will be added for all returned checks.
- If the full balance has not been paid in full, an eviction will be filed in a Court of Justice. A filed unlawful detainer will include, Attorney's fees and court cost in addition to your already overdue account.
- Tenant(s) acknowledges and agree that they will be charged a 35% collection fee in addition to your past due balance if you get sent to a collection agency.

1.29 IN CASE OF EMERGENCY NOTIFICATION

(A) Automatic Termination. If the sole remaining Resident dies while still in possession of the Property, this Lease shall automatically terminate as of the date of the Resident(s)' death, without penalty, and SPM shall not be required to seek an order of possession. Resident(s)' estate shall remain liable for any balances due, as otherwise required by this Lease and/or the Virginia Rental Housing Act § 55-248.2.

(B) Emergency Point of Contact. If no person is authorized by order of the Circuit Court to handle probate matters for the deceased Resident, then SPM may dispose of all of Resident(s)' personal property within the Property after giving ten (10) days written notice to: (i) the person identified in the rental Application, Lease or other written document as Resident(s)' emergency point of contact; or (ii) the Resident(s) in accordance with VRHA § 55-248.6, if Resident(s) supplied no emergency point of contact or the contact information for the emergency point of contact is incorrect, incomplete or outdated. This notice shall include a statement notifying the recipient that any items of personal property left in the Property after the ten (10) day period will be deemed abandoned and may be disposed of in accordance with the procedures set forth in VRHA. § 55-248.38:1. If one (1) or more of the emergency points of contact requests that SPM provide such person with access or keys to the Property, SPM may demand reasonable proof of identification. Once SPM is satisfied with such identification, the authorized emergency point of contact may: (i) have access to the Property and/or any documents or information, to which Resident(s) might otherwise be entitled; and (ii) rightfully claim and remove Resident(s)' personal property from the Property and/or otherwise directly handle any matters with SPM. Nothing herein shall be construed as granting or determining any legal rights of any person relative to the Resident(s)' personal property. SPM may discuss, negotiate and resolve any matter arising out of the Lease or Resident(s)' occupancy of the Property with such emergency points of contact.

(C) Disposal of Personal Property. After the ten (10) day period, the personal property remaining in the Property shall be treated as abandoned property and shall be disposed of as SPM see fit and appropriate. From the Resident(s)' date of death and continuing until SPM disposes of the Resident(s)' personal property, SPM shall not have any liability for the risk of loss for such personal property. If SPM sells any of the personal property, then SPM shall credit Resident(s)' account for such sale price, less SPM reasonable costs incurred in such sale and the removal and/or disposal of all of the personal property.

1.30 ACKNOWLEDGEMENT:

TENANTS ACKNOWLEDGE:

We acknowledges that this Tenant Handbook is a binding agreement and apart of the Lease Agreement.

X _____
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