



LEASE AGREEMENT

____ Property #
 ____ New Lease
 ____ Renewal

220 Professional Park Drive; Blacksburg, VA 24060; 540-552-4000; 540-961-4275 FAX

This Lease, made as of ____ between ____ (herein called "Lessor"), and ____ (herein called "Lessee"), and TOWNSIDE INC., PROPERTY MANAGERS, Managing Agent (herein called "PROPERTY MANAGER") as authorized agent and on behalf of Lessor for the property located at: ____ ("the Premises"), provides that PROPERTY MANAGER/Lessor (herein known as PROPERTY MANAGER) does hereby let and demise to Lessee the Premises for the term commencing on ____ and ending on ____ and yielding during such term the total rent of ____ Dollars (\$ ____), payable at the office of PROPERTY MANAGER as follows:

- A. Monthly Rental Payment ____ Dollars \$ ____
- B. First Month's Proration ____ Dollars \$ ____
- C. ____ Equal Rent Installments ____ Dollars \$ ____
- D. Last Month's Proration ____ Dollars \$ ____
- E. Total Term Rent ____ Dollars \$ ____
- F. Late charges will be 10% if the payment is not received on or before 5:00 P.M. on the fifth day of each month during the term of this lease agreement.
- G. Returned checks will result in a \$50.00 additional charge, in addition to the Late Fee.
- H. Multiple payments will incur a \$25.00 per payment fee.
- I. Security Deposit ____ Dollars \$ ____
- J. Pet Deposit ____ Dollars \$ ____
- K. Other charges ____ \$ ____
- L. Total amount of prepaid rent due ____ \$ ____
- M. Total Amount Due at Lease Signing ____ Dollars \$ ____

1. THE MONTHLY RENT is due and payable on the first day of each month during the term hereof (including last month's proration). The first month's proration is to be paid on or before the move-in date unless otherwise specified by PROPERTY MANAGER. If PROPERTY MANAGER delivers possession of the premises to Lessee on or after the twentieth (20th) day of the month, the Lessee agrees to pay prorated amount of said rent including the next month's rent. Monthly rental payments are to be paid in full. The security deposit will not be applied to rental payments during the lease agreement or at termination. All Payments (including those left in the drop box located at PROPERTY MANAGER'S office) must be in the box or received by 5:00 P.M. on the fifth day of each month, regardless of holidays or weekends. All payments received after this time will incur a 10% late fee. If rent payments are submitted without a legible name and/or unit address the Lessees will be responsible for the late fee. Postmarks and check or procession dates have no status; late fees are determined by the receipt date only. Neither PROPERTY MANAGER nor LESSOR will be responsible for post dated checks deposited before the check date, payments left in the drop box, late delivery by the post office, by your bank, or by PayLease. Possession will not be granted to LESSEES at move in unless all money due has been paid, all signatures including GUARANTORS are on the lease, a copy of Renter's Insurance has been provided and all other requirements have been met.

____ Lessee(s) Initials

If this lease is renewed and there are pro-rations on the leases, Lessees are required to pay the full amount owed for both pro-rations for the renewal month, or Lessees will incur a late fee for underpayment. This will require Lessees to add together the last month's pro-ration on the current lease to the first months proration on the renewal lease. This amount is due by the first of the month and late after 5 p.m. on the fifth of the month. Resident changes do not in any way change the rent payment due date or late fee penalties in this Lease.

____ Lessee(s) Initials

2. APPLICATION OF PAYMENT: Money paid by Lessee to PROPERTY MANAGER shall be applied to Lessee's account in the following order (unless otherwise specified by Lessee): First, to outstanding or current rental payment balances, Second, to outstanding tenant charges, utility bills or court fees; and Third, to outstanding late fees, returned check fees, sublease/lease change fees or illegal pet fees. Administrative fees will be assessed whenever it is necessary to invoice Lessees for utilities and/or other tenant charges.

3. LESSEE SHALL PAY RENT as provided herein to PROPERTY MANAGER at the address above without any offset or deduction whatsoever. Lessee agrees to pay a late charge of ten percent (10%) of the total rent if rental payment is not received by the fifth of the month, regardless of weekends and holidays. For administrative purposes, only one payment is permitted for the monthly rent. The PROPERTY MANAGER reserves the unrestricted right, in his sole and absolute discretion, after written notice to the Lessee, to require payments thereafter due the PROPERTY MANAGER be made by cashier's or certified check. A \$50 fee is charged on all returned checks. A \$25 fee will be charged for each multiple payment. In addition, there will be a minimum \$50.00 audit fee (or a fee based on the total number of hours it takes the bookkeeper to audit the account) if an audit of the account is requested by the Lessor or any of the Lessees/Guarantors to trace or confirm allocation of multiple payments. Online payments are available with instructions at www.townside.com. **CASH PAYMENTS ARE NOT ACCEPTED.** All rent payments are accepted by PROPERTY MANAGER with reservation of rights to pursue any and all remedies under the Lease, as permitted by law.

____/____/____/____
 Lessee(s) Initials

4. SECURITY DEPOSIT: The security deposit is retained by PROPERTY MANAGER during the term of the lease and will be refunded after vacating the premises, provided the Lessee has kept and performed the conditions of this contract. In the event Lessee defaults in any provision of this contract, the deposit may be used by PROPERTY MANAGER to pay any damages, defaults, and open account balances for which Lessee is responsible. Lessor will deduct from the security deposit the cost of professional carpet cleaning, fumigation, and chimney sweeping, if applicable regardless of whether or not Lessee has completed these items themselves. As indicated above, Lessee may not apply security deposit toward rent. Interest shall be paid upon security deposit as required by the laws of the State of Virginia.

- A. When more than one Lessee signs this lease agreement, any deductions against the security deposit will be joint and several. PROPERTY MANAGER is not responsible for any understanding between Lessees as to the division of or deduction from the deposit.
- B. Lessee(s) are responsible for rent through the expiration date of the lease agreement. If rent has to be deducted from your deposit, Lessee(s) will be charged a late fee jointly and severally.
- C. Lessee(s) are responsible for giving PROPERTY MANAGER their forwarding address on or before the lease expiration for returning the security deposit. If PROPERTY MANAGER does not have a forwarding address, it will mail the check to the last known address denoting "please forward" on the envelope. Lessor is not responsible for further attempts to secure an address. No checks will be reissued within 45 days after the first issue date unless a \$20 service fee deduction is made from the remainder of the security deposit. The security and pet deposits are divided equally among the Lessees. If damages exceed the security deposit, Lessee(s) will be billed and responsible for paying any overages within ten (10) days of notification.
- D. If Lessor in any way transfers its interests in the Premises, PROPERTY MANAGER may transfer the security deposit to the transferee thereby releasing PROPERTY MANAGER from all liability for the return of the security deposit to Lessee(s). Lessee(s) agree to look to the transferee solely for the return of the security deposit and release PROPERTY MANAGER and Lessor from all obligations and liability thereto. PROPERTY MANAGER shall have the right to subordinate this Lease to any mortgage now or hereafter placed on the Premises. At the sole discretion of PROPERTY MANAGER, this Lease may be assigned in the event of a sale or transfer of Premises to a new owner and/or a different managing agent.
- E. Security deposit will be equally divided and individual checks sent to Lessees' forwarding addresses unless Lessees request in writing to have one check made payable to all Lessees along with the designated Lessee that should receive it.

5. SPECIAL PROVISIONS / ATTACHED ADDENDA TO LEASE. LEASE ADDENDA A, B, C, GUARANTOR STATEMENTS, STANDARD VACATING CHECKLIST, AND COVENANTS AND RESTRICTIONS (IF APPLICABLE) ARE ATTACHED AND BECOME PART OF THIS LEASE; AND LESSEE(S), BY SIGNATURE OF THIS LEASE, HEREBY ACKNOWLEDGE RECEIPT OF SAME. THIS LEASE IS CONTINGENT ON SATISFACTORY LANDLORD AND/OR CREDIT REFERENCE, SUFFICIENT INCOME, AND/OR PARENTAL GUARANTORS UNLESS WAIVED BY LESSOR. _____

_____ (Lessee initials)

6. GUARANTORS.

- A. Guarantor, whether one or more, unconditionally guarantees the payment of all debts as they become due, whether for rent, late charges, legal fees, damages, abuse, tenant charges, pet damages or otherwise arising out of or in any way connected with the lease. Guarantors are held jointly and severally liable for any such damages and obligations under the terms of the Lease.
- B. Guarantor agrees the performance by its surety Lessee(s) of each term and provision of the lease. Guarantor authorizes PROPERTY MANAGER to obtain a Guarantor's credit report through a consumer credit reporting agency.
- C. If the lease agreement is modified to include rent increases, roommate changes, renewed, extended, or if Lessee(s) hold over beyond the term of the lease agreement, the obligations of the Guarantor will extend and apply with respect to the full and faithful performance of all terms of the lease agreement and any such modification, renewal or extension thereof.
- D. The combination of the signed agreements taken together shall constitute an agreement among all parties as if only one document had been signed. Separate counterparts are for administrative purposes and convenience of all parties to the agreements.
- E. If there is a default on the Lease or damages exceeding the security deposit, it is the Lessee(s) responsibility to notify the Guarantor.

7. LESSEES AND GUARANTORS ACKNOWLEDGE THE READING AND UNDERSTANDING OF THIS LEASE AGREEMENT AND DO FURTHER ACKNOWLEDGE THAT THE LEASE AND ADDENDA ARE INCLUSIVE OF ALL TERMS AND CONDITIONS AS SET FORTH ON THE FACE AND OTHER PAGES OF THOSE DOCUMENTS. All parties agree that the lease constitutes the entire agreement and understanding between the parties and that no other agreement exists. Any erasures, typographical changes or additions to the lease not authorized and executed by the PROPERTY MANAGER will be voidable but will not cancel or void the balance of the lease. The parties agree that neither party may rely on oral representations. All parties whose names are signed on this agreement will be jointly and severally liable to PROPERTY MANAGER (as agent for Lessor) for rent as well as any deposits required herein. Furthermore, all parties shall be jointly and severally liable for any damages as a result of default by the Lessees, or any individual Lessee. This Lease agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together, shall constitute one and the same instrument. Documents obtained via facsimile or a copy may also be considered as originals. By their signatures, all parties certify the accuracy of their statements.

8. COMPLIANCE WITH THE LAWS OF THE STATE OF VIRGINIA. It is the intention of the PROPERTY MANAGER that this agreement be in compliance with the Laws of the State of Virginia and that any rights and remedies contained herein shall be cumulative of any rights or remedies specified under the Laws of the State of Virginia. Some

____/____/____/____
Lessee(s) Initials

properties qualify under the Virginia Residential Land Lord Tenant Act and some do not.

9. THE APPLICATIONS/GUARANTOR STATEMENTS are made a part of the lease and if any of the statements made in the applications, statements or lease are found to be untrue, PROPERTY MANAGER, as agent for Lessor, reserves the right to cancel the lease and repossess the residence.

10. THE RESIDENCE WILL BE OCCUPIED BY only the Lessees on this agreement and/or minor members of the Lessees' family in compliance with local zoning laws. Family members (minors) are: _____

- A. Lessee(s) agree that only those individuals whose name appears on the lease agreement may occupy the residence. Failure to comply with this limitation shall constitute a breach of the lease agreement. Occupancy is defined and shall consist of seven (7) consecutive days or more of occupation, or fourteen (14) or more days in any one calendar year, whether consecutive or not.
- B. PROPERTY MANAGER may assess against the Lessee a fee of \$60.00 (Sixty Dollars) per night, in addition to the PROPERTY MANAGER'S right to declare Lessee in material breach of the Lease and pursue other available actions if an unauthorized occupant is found in the Premises.

11. ACCESS. PROPERTY MANAGER, as agent for Lessor, may enter residence at any reasonable time to inspect, repair and maintain it or to show the property to a prospective purchaser, lender, insurance agent, or contractor, or in the case either party has given notice to terminate the lease, to show the premises to prospective residents.

- A. It is understood that any request by Lessee(s) for any repairs or service shall be deemed as permission for Lessor, its employees or agents to enter the residence without further notice. Attempts to provide some prior notice of entry when maintenance is requested will be made, but LESSEE should be on notice that once maintenance requests are made, prior notice of maintenance contractors' entry to the unit may be impractical.
- B. Lessor's/PROPERTY MANAGER'S access to the residence will not be unreasonably denied.
- C. Lessees consent use of photographs and/or video images of the Premises for the purpose of marketing to the general public and/or to prospective Lessees. Lessees consent to the use of email, cell phone, text, DocuSign, and all other forms of electronic processing for communication and Lease completion.
- D. If the Lessee(s) refuses to allow or prevents access, Lessee(s) shall bear any additional expense, such as after-hours or overtime fees, incurred by Lessor's/PROPERTY MANAGER. Refusal of Lessee to allow access is a breach of the Lease.

12. IF LESSEE(S) FAILS TO OCCUPY THE RESIDENCE and/or pay rent to the PROPERTY MANAGER for the minimum time provided in this agreement, PROPERTY MANAGER, as Lessor's agent, will be entitled to use the deposit and prepaid rent to apply against any damages sustained by the Lessor as a result of the Lessee's failure to occupy the residence. Any other damages would be mitigated by re-rental using commercially reasonable efforts and collected from the Lessee(s).

13. LESSEE WILL TAKE GOOD CARE of property of Lessor including proper cleaning of the premises and will report promptly to PROPERTY MANAGER any repairs recognized as being needed on Lessor's property, fixtures, or furnishings. Lack of such cleaning or notification may result in the Lessee being charged for cleaning, repairs, or replacements during the lease term. PROPERTY MANAGER shall have the right to make repairs, renovations, and alterations at reasonable times. If the residence is damaged by other than ordinary wear and tear, the PROPERTY MANAGER shall make such repairs and replacements and Lessee shall pay the cost of same upon presentation of the bill. Premises may not be used for business purposes. Lessee will keep any grass and shrubberies on the property trimmed for the entire lease term, and otherwise maintain the grounds in good order, to include snow removal. Lessee will pay promptly all bills for utility services to the residence which is billed separately to Lessee. Lessee will furnish all utilities unless specified under "Special Provisions" noted on page two. Any such cleaning costs, repair costs, or utility bills paid by the PROPERTY MANAGER or Lessor on behalf of the Lessee shall be deemed additional rent. Lessee agrees to thoroughly clean unit upon vacating, as outlined in the Standard Vacating Checklist. If applicable, Lessor will provide professional carpet cleaning, fumigation, and chimney sweeping after lease termination and deduct the cost from the security deposit; regardless of whether Lessee has this work completed themselves.

- A. In order to avoid damage to the plumbing fixtures or other property from the effects of cold temperatures, Lessee(s) agree to maintain a thermostat setting of a minimum of fifty-five (55) degrees Fahrenheit at all times. Lessee(s) further agree that under no circumstance will the thermostat be completely shut off. Damage resulting from neglect to abide by these guidelines will result in charges to the Lessee's account to repair the residence.
- B. Neither Lessees, guests (invited or uninvited), or family members shall obtain, possess, use, administer, dispense, cultivate, manufacture or distribute any illegal drug, controlled substance or marijuana on or in the Premises. Illegal firearms, weapons, or explosives of any kind are strictly prohibited on or in the Premises
- C. **ILLEGAL SUBSTANCES:** Lessee covenants that Lessee and any person in their household and/or on the PREMISES with their consent shall not obtain, possess, use, administer, dispense, cultivate, manufacture or distribute any illegal drug, controlled substance or marijuana on or in the PREMISES. LESSEE further agrees that this LEASE and LESSEE'S right to occupy said PREMISES will be terminated if it becomes known to MANAGEMENT that LESSEE has failed to comply with this paragraph. Lessees will be responsible for all costs related to drug cleanup according to legal requirements and any damages suffered by other parties.

14. PROPERTY MANAGER may also place "For Sale" signs and/or lock boxes on property and, after notice of termination of this lease by PROPERTY MANAGER/Lessor, or Lessee, place "For Rent" signs on property.

_____/_____/_____/_____
Lessee(s) Initials

15. FOR INJURY TO PROPERTY OR RIGHTS OF OWNER caused by negligence or fault of Lessee, his agents, family or guests, Lessee agrees to reimburse Lessor/PROPERTY MANAGER promptly in the amount of the loss. Lessee also agrees to pay for maintenance, repairs and services to the premises when the damage or malfunction is caused by the Lessee, his family or guests.

- A. Lessor's insurance policy does not cover damage by fire, water, vandalism, theft, or any other cause to Lessee(s) personal property within the residence. Lessee(s) are required to obtain appropriate renter's insurance and provide PROPERTY MANAGER with a copy of the certificate (and annually thereafter). If Lessor has allowed a waterbed on this lease, proof of insurance is required, and a copy must be provided to PROPERTY MANAGER prior to the waterbed installation.

_____ (Lessee initials)

16. TERMINATION BY PROPERTY MANAGER/LESSOR: The Lessor, by PROPERTY MANAGER, reserves the right to give the Lessee(s) written notice by certified mail with return receipt at least sixty (60) days before the expiration of the original or any renewal term of this lease that the lease will not be renewed.

- A. Due to the rental market, renewal notifications will be sent in late November with signature deadlines in December prior to the renewal term.
B. Renewal of this Lease is at the sole and absolute discretion of Lessor. There is no guarantee of a lease renewal offer.

17. LESSEE WILL SEE THAT THE CONDUCT of himself, his family, and his guests, invitees and permittees in the residence and on the Premises and all common areas is never disorderly or boisterous; that it does not disturb or interfere with the rights, comfort or convenience of other persons on or around the Premises; and that is not unlawful or immoral. Lessee(s) also agrees to abide by any covenants, rules, bylaws, and conditions applicable to the Premises. While we respect our residents' privilege of having visitors we ask that you do not allow this to become a permanent situation with a visitor transforming to an additional occupant. Only individuals listed on this lease agreement are authorized to reside in the unit, additional occupants will be considered illegal residents with legal proceedings to follow against the residents as well as the fees listed in Article 10.

18. LESSOR AND PROPERTY MANAGER SHALL NOT BE LIABLE to Lessee(s), his family, employees or guests for any damage to person or property caused by the acts or omissions of other residents or other persons, whether such persons be off the Premises of the Lessor or on the property with or without permission of Lessor/PROPERTY MANAGER; nor shall Lessor/PROPERTY MANAGER be liable for losses or damages resulting from failure, interruption, or malfunctions of the utilities, appliances, plumbing/heating systems and amenities provided to the Lessee.

- A. Lessor/PROPERTY MANAGER will not be liable for any injury or damage to persons or property caused by or resulting from falling plaster, dampness, appliance malfunction, overflow or leakage (upon or into residence) of water, rain, snow, ice, sewage, steam, gas, or electricity or by any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliance or leakage, breakage or obstruction of soil pipes, nor for any damage from any other cause, unless injury or damage is a direct and proximate result of the deliberate or negligent act of Lessor or PROPERTY MANAGER. Lessee(s) will provide prompt notice to PROPERTY MANAGER of any of the foregoing occurrences however caused.
B. At no time shall Lessee(s) exceed the weight limitation for any balconies or other portions of the residence. If the residence has a deck, it may only support four (4) people or a total weight of items/persons on the deck not to exceed 1,200 pounds. Lessee(s) are hereby warned that they shall be held liable for any and all damages that directly and proximately result from disregarding the weight limits and all applicable building codes and other state and federal laws.

19. IN CASE OF DAMAGE BY FIRE OR ACT OF GOD, Lessee shall notify PROPERTY MANAGER immediately, and PROPERTY MANAGER shall repair the damages with reasonable promptness or, if the premises are deemed by the PROPERTY MANAGER to be damaged so much as to be unfit for occupancy, or if the Lessor/PROPERTY MANAGER decides not to repair or restore the building, the lease shall terminate. If the lease is so terminated, rent will be prorated on a daily basis so that Lessee will pay rent only up to the date of the damage, and the remainder of the month's rent will be refunded. In the event that the premises is condemned or rendered not habitable by government authority, then Lessor/PROPERTY MANAGER may terminate this contract without further obligation or duty to Lessee.

- A. Charcoal and gas grills, hibachis, barbecues, or any other open air grills or other incendiary or heat-generating devices are considered hazardous, and their operation in multifamily housing is strictly prohibited. Use is allowed in detached houses if done so no less than ten (10) feet from the premises.
B. Fire pits and outdoor fireplaces are strictly prohibited at all times.

20. ATTORNEY'S FEES AND OTHER COSTS. In case of default, re-entry, or expiration of the lease by default, all rent accrued shall become immediately due and payable, together with such expenses as the Lessor/PROPERTY MANAGER may incur for reasonable attorney's fees (with or without going to court), collection fees, expense of re-renting, and for placing the residence in rentable order. If the Lessee violates any condition of the lease and the Lessor/PROPERTY MANAGER employs an attorney or takes action to enforce the agreement, the Lessee shall pay all costs involved including but not limited to reasonable attorney's fees (which shall be 33-1/3% of the principal balance due on the Lessee's open account balance, unless otherwise set by the Court), court costs and cost of collection, and any interest that may be due on judgments as provided for under the Laws of the State of Virginia. In addition to the warrant fees, there will be a \$25.00 charge for administrative services on each pay or quit notice rendered and each warrant filed. If as a result of Lessee's noncompliance with or a breach of this Lease or the law Lessor employs an attorney at law, regardless of whether a lawsuit is filed. Nothing contained herein shall be inconsistent with, the Virginia Residential Landlord and Tenant Act, if applicable.

_____/_____/_____/_____
Lessee(s) Initials

21. NOTICE OF ABSENCE BY LESSEE. Lessee shall give PROPERTY MANAGER notice of an anticipated extended absence of Lessee from the property in excess of seven (7) days. During any such absence of Lessee, PROPERTY MANAGER may enter the property at times reasonably necessary to protect the property and any possessions of Lessor on or in the property (i.e. heat setting). In the event that Lessee fails to give such notice, Lessor may recover for any actual damages sustained.

22. NO SUBLETTING, RERENTALS OR RESIDENT CHANGES on/of the premises or assignment of this agreement may be made without written permission of PROPERTY MANAGER in advance. Administrative fees will apply.

- A. **Sublease or Re-Rental:** No subletting or rental on/of the premises or assignment of the Lease by the LESSEE may be made without first obtaining PROPERTY MANAGER'S written consent on a Permission to Sublease form signed by all Lessees and payment of fees in advance. Any approval by PROPERTY MANAGER to sublet shall not release Lessee(s) from the obligation under the lease. Lessee(s) understand that upon expiration of the lease the amount due on security deposit will be returned to the original resident, not the sublessee. Prior to any re-rental agreement, LESSEE must pay a re-rental fee equal to one-half of one month's rent and sign a re-rental agreement which details the terms of re-rental. The re-rental fee is non-refundable and applies regardless of how the new replacement LESSEES are referred. Since the Lessor should not experience a break in the lease term, or turnover expenses prior to lease expiration, only security charges will be completed. Painting is not done on a re-rental. In the case where the property condition requires painting before it can be re-leased, the current Lessee will pay all costs.
- B. **Roommate Change:** No roommate change will be authorized without first obtaining PROPERTY MANAGER'S written consent and completion of the Lease Change form and signatures of all Lessees and incoming Lessees. The incoming Lessee(s) must pay a deposit, complete an application and qualify to occupy the residence; move in on incoming Lessee(s) will not be permitted prior to the completion of these items. Administrative fees will apply.
- C. **If LESSEE is being added to a renewal lease, the residence is accepted in "AS IS" condition, which means that no additional cleaning will be provided by the Property Manager, and LESSEE will be responsible for cleaning the premises at the end of LESSEE'S tenancy according to the standards indicated on the Standard Vacating Checklist.**
- D. **Roommate Addition:** Any additions to the lease will not be completed without first obtaining PROPERTY MANAGER'S written consent. Incoming Lessees must pay a deposit, complete an application and qualify to occupy the residence prior to moving in. **If LESSEE is being added to a renewal lease, the residence is accepted in "AS IS" condition, which means that no additional cleaning will be provided by the Property Manager, and LESSEE will be responsible for cleaning the premises at the end of LESSEE'S tenancy according to the standards indicated on the Standard Vacating Checklist.**
- E. Any Outstanding charges on the account will be deducted from the outgoing Lessees' security deposit.

23. IF LESSEE IS IN THE U.S. ARMED FORCES and is transferring under orders, Lessee may terminate this contract with no less than (30) days written notice and with a termination date no more than (60) days prior to the departure date in the orders. In the event of a multi-lessee lease, the military Lessee may be removed from the lease, but the lease will not terminate. Prior to the termination date, the tenant shall furnish the landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from the tenant's commanding officer.

24. DELIVERY OF RESIDENCE. LESSEES are required to deliver possession of the premises to PROPERTY MANAGER/Lessor on the final day of the Lease term. LESSEES' failure to deliver possession of the leased premises shall be considered a breach of the Lease. PROPERTY MANAGER/Lessor shall not be liable for damages to Lessee for failure to deliver possession of the premises to Lessee at the commencement of the term if such failure is due to the builder not completing the premises by the time anticipated or otherwise through no fault of the Lessor/PROPERTY MANAGER. Lessor/PROPERTY MANAGER will use his best efforts to give possession of the premises to the Lessee at the beginning of the Lessee's term. If failure to do so is the fault of a holdover Lessee, that holdover Lessee shall pay PROPERTY MANAGER or incoming Lessee the rent as stated by this lease for each day of withholding, plus any other expenses and damages as outlined by Lease Addendum A. The acceptance of rent from the holdover LESSEES by PROPERTY MANAGER shall not constitute a waiver of the Lessor's right to reenter to claim damage for any other breach by holdover LESSEES. **LESSEES AGREE THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING THE CONDITION OF THE PREMISES, AND THAT NO AGREEMENT HAS BEEN MADE TO REPAIR, CLEAN, OR IMPROVE THE PREMISES UNLESS SPECIFICALLY SET FORTH IN A WRITTEN ADDENDUM TO THIS LEASE.**

25. WATER BEDS will not be allowed unless express written permission is obtained in advance from the PROPERTY MANAGER. Such permission will not be given without Lessee providing written proof of an acceptable level of liability insurance.

26. PETS will not be allowed unless prior express written permission is obtained in advance from the PROPERTY MANAGER. All monies must be paid, and Lease Addendum C must be fully completed and signed by all Lessees. All Lessees are jointly and severally liable for the pet(s).

_____ (Lessee initials)

27. NO ALTERATIONS OR MODIFICATIONS OF PROPERTY MANAGER'S PROPERTY OR FIXTURES may be made by Lessee without written permission of PROPERTY MANAGER in advance.

28. THIS LEASE SHALL BE BINDING upon the heirs, successors and assigns of the parties hereto. The Lessor may assign its rights under this lease to another party for any remaining period or term of this Lease, under the same terms and conditions, and it will provide Lessee prior notice of such event. Lessees agree to look solely to the transferee for the return of the security deposit and releases Property Manager from all obligation and liability relating thereto. Lessee agrees that this lease

_____/_____/_____/_____
Lessee(s) Initials

is subordinate to the lien of any existing or future deeds or trust mortgages placed upon the Premises, and Lessee agrees to execute whatever additional agreements may be required to subordinate this Lease to those interests. If Management in any way transfers its interests in the premises, management may transfer the security deposit to the transferee and Management is thereafter released from all liability for the return of the security deposit to Lessee. The Lessee agrees to look to the transferee solely for the return of the security deposit and to release Management from all obligations and liability relating to thereto.

29. WAIVER. No waiver of any breach of any covenants or provisions of this lease on any one occasion shall be construed to operate as a general waiver of that covenant or provision on a subsequent occasion. If any breach occurs and is later settled by the parties, this lease shall still continue to bind the parties until amended, in writing, by the parties.

30. SEVERABILITY. The provisions of this lease are severable (capable of being separated into distinct rights and obligations), and if any provision, clause, sentence, section or part of the lease is held illegal, invalid or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality or implacability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this lease or their application to the Tenant or other persons or circumstances. The parties understand and agree that the terms, conditions and covenants of this lease would have been made by both parties if the illegal, invalid or unconstitutional provisions, sentences, clauses, sections or parts had not been included. To the extent that any portion of this lease may be rendered invalid by striking through certain words or phrases (and thereafter initialed by both parties in recognition of the change), such words or phrases shall be so excised and the remainder of the provisions and the remainder of the other portions of this lease shall remain in full force and effect.

31. NOTICE TO TENANT. Tenant should exercise any necessary diligence with respect to information on any sexual offenders registered under Chapter 23 (§19.2-387, et seq.) of Title 19 of the Code of Virginia, 1950, as amended. Such information may be obtained by visiting <http://sex-offender.vsp.virginia.gov>.

CONDEMNATION OR EMINENT DOMAIN. In the event eminent domain proceedings are instituted against the premises or the land on which the premises is situated, or if the premises or land, or any part thereof, is sold to the condemning authority under threat of such proceedings, then this lease shall terminate upon the sale or condemnation of the premises in these circumstances. Tenant shall make no claim for, nor be entitled to any compensation for any remaining balance of the term of this lease or any portion of the proceeds from the forced sale or condemnation.

33. SIGNATURES. By their signatures, below, the Lessees represent that they have thoroughly read this Lease; that they have understood its provisions; that they had ample time in which to seek legal or other counsel to review its terms and conditions; that they are of the age of eighteen (18) years or older and competent to enter a contract under the laws of the Commonwealth of Virginia; and that they agree to be bound to all terms and conditions of this Lease and attached addenda.

Lessee: Name _____
Printed _____ Signed _____
Phone: _____ Email: _____

Lessee: Name _____
Printed _____ Signed _____
Phone: _____ Email: _____

Lessee: Name _____
Printed _____ Signed _____
Phone: _____ Email: _____

Lessee: Name _____
Printed _____ Signed _____
Phone: _____ Email: _____

PROPERTY MANAGER/LESSOR AGENT

____/____/____/____
Lessee(s) Initials