



THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE BEFORE SIGNING.

This property shall be shown and made available to all persons regardless of race, color, creed, religion, national origin, gender, familial status, handicap or elderliness in compliance with all applicable federal and state fair housing laws and regulations and in compliance with all local ordinances and regulations.

1. **SUMMARY OF LEASE AGREEMENT TERMS.**

A. PARTIES TO THE LEASE: This is a legally binding contract between:
BCR PROPERTY MANAGEMENT ("Landlord") and
John Doe Jane Doe

("Tenant(s)").

B. AGREEMENT
DATE: October 1, 2010

C. ADDRESS OF LEASED PREMISES: 123 Main Street Radford, VA 24141

D. LEASE TERM: (BEGINNING DATE) 8/22/2011 TO (ENDING DATE) 8/1/2012

E. RENT: TOTAL DUE: \$12,000.00
DUE EACH MONTH: \$1,000.00 ON OR BEFORE THE 1ST DAY OF THE MONTH WITHOUT DEDUCTION
AT THE FOLLOWING LOCATION: 601 EAST MAIN STREET
RADFORD VA 24141

MAKE CHECKS PAYABLE TO "BCR PROPERTY MANAGEMENT". LANDLORD RESERVES THE RIGHT TO REQUIRE TENANTS TO MAKE ALL RENTAL PAYMENTS BY CERTIFIED FUNDS OR MONEY ORDER.

F. UTILITIES INCLUDED IN RENT: N/A

G. LANDLORD: MANAGER: BCR PROPERTY MANAGEMENT
ADDRESS: 601 EAST MAIN STREET, RADFORD VA 24141
PHONE: 540-731-1176
FACSIMILE: 540-731-1914
MAINTENANCE: 540-731-1176 LEAVE EMERGENCY MESSAGE AND CONTACT NUMBER AFTER HOURS.

H. TENANT: NAME: John Doe
PHONE: 555-222-4444
E-MAIL: jdoe@gmail.com
PERMANENT RESIDENCE ADDRESS: 345 Main St; Anytown USA

TENANT: NAME: Jane Doe
PHONE: 555-333-6666
E-MAIL: jadoe@gmail.com
PERMANENT RESIDENCE ADDRESS: 567 Main St; Anytown USA

TENANT: NAME: _____
PHONE: _____
E-MAIL: _____
PERMANENT RESIDENCE ADDRESS: _____

TENANT: NAME: _____
PHONE: _____
E-MAIL: _____
PERMANENT RESIDENCE ADDRESS: _____

TENANT: NAME: _____
PHONE: _____
E-MAIL: _____
PERMANENT RESIDENCE ADDRESS: _____

Resident/Landlord Initials

I. **ADDITIONAL AGREEMENTS BETWEEN THE PARTIES FOR INCORPORATION IN THE LEASE:**
 THIS LEASE REMAINS JOINT AND SEVERAL UNTIL ALL 2 PARTIES SIGN THE LEASE AND COMPLETED GUARANTOR AGREEMENTS ARE RECEIVED FROM ALL 2 PARTIES. GUARANTOR AGREEMENTS SHALL ONLY BE VALID WHEN ALL TENANTS SUBMIT SUCH SIGNED GUARANTOR AGREEMENTS ON OR BEFORE THE BEGINNING DATE OF THE LEASE TERM. UPON RECEIPT AND APPROVAL BY LANDLORD OF COMPLETED FORMS FROM ALL TENANTS BY THAT DATE, AND PRIOR TO COMMENCEMENT OF THIS LEASE, EACH TENANT WILL BE HELD RESPONSIBLE FOR HIS/HER SHARE OF THE RENT, \$500.00 EACH PER INSTALLMENT. ALL TENANTS ARE JOINTLY AND SEVERALLY RESPONSIBLE FOR ALL OTHER TERMS AND CONDITIONS OF THE LEASE. TENANTS AGREE TO RETURN COMPLETED GUARANTOR AGREEMENTS TO THE LANDLORD WITHIN 30 DAYS. IN THE EVENT THAT COMPLETED GUARANTOR AGREEMENTS ARE NOT RECEIVED FROM EACH TENANT BY THE BEGINNING DATE OF THE LEASE TERM, THE TENANTS SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ALL TERMS AND CONDITIONS OF THE LEASE, AND ANY GUARANTOR AGREEMENTS RECEIVED BY LANDLORD IN THESE CIRCUMSTANCES SHALL BE VOID AND OF NO EFFECT.

J. MAXIMUM NUMBER OF OCCUPANTS: 2

K. APPLIANCES AND OTHER PERSONAL PROPERTY STOVE, REFRIGERATOR PROVIDED:

L. LATE FEE: 10% OF THE TOTAL INSTALLMENT PER MONTH. CHARGES BEGIN TO ACCRUE IF MONTHLY RENT IS NOT RECEIVED BY LANDLORD ON OR BEFORE THE 5TH DAY OF EACH MONTH.

M. RETURNED CHECKS WILL RESULT IN \$50.00 ADDITIONAL CHARGES, IN ADDITION TO ALL LATE CHARGES, FOR EACH CHECK RETURNED TO LANDLORD FOR INSUFFICIENT FUNDS OR FOR ANY OTHER REASON.

N. MONIES DUE ON
 October 1, 2010 FROM TENANTS AS FOLLOWS:
 SECURITY DEPOSIT: \$1,000.00
 PET REGISTRATION FEE (NON-REFUNDABLE):
 FIRST RENT INSTALLMENT OF 12.00: 1,000.00
 GARBAGE FEE: 150.00
 OTHER CHARGES:
 TOTAL: \$2,150.00

O. SECOND RENT INSTALLMENT DUE: 9/1/2011 \$1,000.00
 FINAL RENT INSTALLMENT DUE: 7/1/2012 \$1,000.00

2. **INTENT TO ENTER RESIDENTIAL LEASE CONTRACT.** This Agreement was made on the 1st day of **October, 2010**. In consideration of the rent that the Tenant agrees to pay to the Landlord and the agreements of each of the parties set forth in this document and its attachments, Landlord hereby leases to Tenant, and the Tenant hereby leases from Landlord, the residential premises (hereafter the "Residence" or "Premises") at the following location: 123 Main Street, Radford, VA 24141.

Tenant agrees that the Residence shall be occupied as a private (non-commercial) dwelling for the aforementioned number of persons only. Tenant hereby has the right to exclusively possess the Residence, and to exclude all others for the duration of the lease in accord with the lease's terms.

3. **STATEMENT OF EQUAL HOUSING OPPORTUNITY.** This property shall be shown and made available to all persons regardless of race, color, creed, religion, national origin, gender, familial status, handicap or elderliness in compliance with all applicable federal and state fair housing laws and regulations and in compliance with all local ordinances and regulations.

4. The **VIRGINIA RESIDENTIAL LANDLORD TENANT ACT** shall govern the terms of this lease.

5. **SECURITY DEPOSIT.** Tenant shall deposit \$1,000.00 as a security deposit. This sum shall not exceed two month's rent. This sum shall be held by the Landlord as collateral security and shall be applied to any damages or other expenses suffered by the Landlord as a result of a breach of any term or condition of this lease, including the failure to pay rent when due at any time during the term of this lease, and the obligations imposed on the Tenant by applicable Virginia law. **Tenant may not deduct the security deposit from the rental payment for the last month or any other month or term of this lease.**

A. **Default and Termination of Tenancy / How Deposit Shall Be Returned.** Under applicable Virginia law, if Tenant defaults or breaches any term or condition of this lease, Landlord may terminate the

 Resident/Landlord Initials

lease, and apply all or part of the security deposit to the payment of accrued rent and any damages including but not limited to physical damages, appropriate charges to Tenant not previously reimbursed to Landlord, actual damages for breach of the lease, and attorney's fees and court costs. The security deposit, any accrued interest, any deductions, damages, and charges, shall be itemized by the Landlord in a written notice to the Tenant, together with any amount due to be returned to the Tenant within (45) forty-five days after the termination of the tenancy and Tenant's delivery of possession to the Landlord (as indicated by the Tenant's return of the keys to the residence). In the event that damages to the premises exceed the amount of the security deposit and require the services of a third party contractor, the Landlord shall give written notice to the Tenant advising him of that fact within the 45-day period. If notice is given as prescribed in this paragraph, the Landlord shall have an additional 15-day period to provide an itemization of the damages and the cost of repair. This section shall not preclude the Landlord or Tenant from recovering other damages to which he/she may be entitled under applicable Virginia law. Interest shall accrue on any deposit held by the Landlord as required by Virginia law, and shall be returned with any remaining balance or applied by the Landlord to damages created by the Tenant, as applicable.

B. Deductions Made During the Course of the Tenancy. In the event that any part of the security deposit is used by the Landlord pursuant to the terms of this lease during the course of the rental period, Landlord shall notify the tenant in writing of any deductions to be made from the tenant's security deposit within 30 days of the date of the determination of the deduction and shall itemize the deductions. This record of deductions shall be held by the Landlord for the prior two years of the tenancy, and this record may be inspected by the Tenant at the rental office during regular business hours. Such notification to the Tenant shall not be required for deductions made less than 30 days prior to the termination of the rental agreement.

C. Multiple Tenants. Where two or more Tenants sign this lease, deductions from the security deposit shall be joint and several. Landlord is not liable for any understanding that may exist between two or more Tenants regarding any specific portion of the security deposit to be returned to any Tenant or Tenants. Landlord shall evenly divide any refund of the security deposit due to the Tenants, and each Tenant shall be issued a check for such portion. Refunds shall be sent to Tenants at the forwarding addresses provided to the Landlord by written notice from the Tenants.

D. Forwarding Address Required. Each Tenant must provide Landlord with written notice of his/her forwarding address prior to vacating the premises so that Landlord may send written notice of deductions from the security deposit and forward any refund of the deposit. If any Tenant fails to provide forwarding addresses in writing, as required, the written statement of deductions shall be sent to the last known address of the Tenant, and the portion of the security deposit to be refunded to the Tenant shall be held for a period of one (1) year or until Landlord receives written notice from the Tenant of his/her forwarding address, whichever comes first. Any security deposits not claimed within this one year period shall first be divided equally between any Tenants who have provided forwarding addresses, or, if no Tenants can be found and no forwarding addresses were provided to the Landlord, the remaining deposit, if any, shall be forfeited to the Landlord.

E. Check-Out Inspection. Landlord and Tenant may schedule an inspection of the premises to be held within seventy-two (72) hours from the time the Tenant vacates the premises at the expiration of the lease. At least 10 days prior to vacating the premises Tenant must request, in writing, to be present at the time of the check-out inspection, and Landlord will make reasonable efforts to notify Tenant of the date and time of the inspection within 72 hours of the termination of the tenancy. If the Tenant fails to make such a request, or fails to schedule an inspection, Landlord shall conduct the check-out inspection without Tenant being present.

F. Landlord's Successor Obligated for Security Deposit. If Landlord in any way transfers its interest in the Premises to a third party, Landlord may also transfer the security deposit to the transferee. Tenant agrees to release the Landlord from any liability for the return of the security deposit in such case, and to look to the transferee solely for the return of the security deposit.

G. Charges Shall be for Actual Damages. Landlord reserves the right to assess against the Tenant the actual costs for any damages caused by the Tenant or his/her agents to the Premises or property grounds, except for any damages due to reasonable wear and tear. In the event that damages occur to the Premises or property grounds as the result of invitees or permittees of the Tenant, and Landlord cannot determine which of those invitees or permittees are responsible for the damages, all Tenants shall be billed jointly and severally for such damages unless responsibility for the damages is expressly assumed by any Tenant or Tenants. Tenants agree that carpet cleaning charges and cleaning charges will be deducted from the security deposit at the termination of the lease.

F. **Setoff Prohibited. Tenant has no right to deduct the security deposit from the rental payment for the last month of any term of this Lease Agreement.**

6. **RENT.**

A. Payments. Rent is due, in full, without pro-rating or setoff, on or before the first day of every month during the lease Term. Tenant shall pay to the Landlord or the Landlord's designated agent, by

Resident/Landlord Initials

check, money order, or other acceptable method upon Landlord's approval, a sum of \$1,000.00 dollars in advance, no later than the first of every month. **Landlord must actually receive the payment on or before the first of the month.** Tenant shall make **12.00** such payments for a total rent due for the term of: \$12,000.00. This amount shall be paid by the Tenant, without further demand from the Landlord, for the Tenant's right to possess the Residence, and shall hereafter be called the rent. Tenant shall pay the rent by either hand-delivering or sending the rent payment to the following address: 601 EAST MAIN STREET, RADFORD VA 24141.

In the event that the Tenant chooses to send the rent payment to the above address, Tenant does so at his/her own risk that the rent payment may be lost in the mail, and that the Tenant may be required to remit another payment in the event that the first payment does not reach the Landlord. Tenant should take all necessary precautions to ensure the safe and prompt delivery of each rent payment.

The first rent payment shall be due, in advance, upon the signing of this lease. This first payment shall be applied to the rent for the first month of the Term.

B. **Rent Is Inclusive of Other Charges.** Rent shall also be defined in this lease to include late fees, bad check fees, costs incurred by Landlord to repair damages caused or created by Tenant and his agents/permitees/invitees, and utility charges owed by Tenant and paid by Landlord.

C. **Specific Utilities Included in Rent.** Landlord shall not be liable for failure to provide the named utilities, or for interruption of these utilities which is due to any cause beyond the control of the Landlord. Tenant agrees to use in a reasonable manner so as not to commit waste.

D. **Utilities Not Included in Rent.** Tenant shall pay any deposits required by utility companies for those utilities not provided by Landlord. Landlord shall not be liable for interruption of these utilities. Tenant(s) shall keep the utilities on in their name from the beginning date until the end date of the lease, and any subsequent term thereafter. Tenant should contact the utility company, directly, upon interruption of any such service.

E. **All rent is accepted with reservation of the Landlord's rights to pursue any balance due or to enforce any other term or condition of this lease.** Landlord may accept rent and payment for any damages, costs, and other fees, and still be entitled to receive an order of possession terminating this Lease Agreement. Any rental payment received after judgment and possession of the premises have been granted to the Landlord against the Tenant but prior to eviction shall be accepted with reservation, and will be applied to the judgment amount, including late charges, applicable costs and attorney's fees, but will not affect the pending eviction pursuant to the order of possession granted by a court of competent jurisdiction. Further, the acceptance with reservation of any payments made by Tenant in no way create a new landlord-tenant relationship between the parties.

7. **LATE CHARGE.** A late charge of ten (10%) percent of the monthly rent amount shall be assessed against the Tenant if the rental payment is not received by the Landlord at the above address on the **fifth** day of the month for which rent is due. Any late charges and service charges due shall be regarded as part of the rent when the charge is incurred without the Landlord or his agents being obligated to notify Tenant that such late charges or service charges are due. Landlord may, as a courtesy, notify the Tenant that the late charges or service charges are due. Tenant must pay these charges immediately upon receipt of notification. No late charge will be assessed unless the rent payment is received after the fifth day of any month for which rent is due. Landlord may issue a notice to the Tenant to quit the premises in five days unless rent is received in that five-day period. Landlord may issue such "five-day, pay-or-quit" notice on the second day of the month if Landlord has not received Tenant's rent payment as required.

8. **DISHONORED CHECKS.** Landlord shall have the right to require rent payments to be made by money order, cashier's check, or certified check. A service charge of \$50.00 shall be immediately due and payable for each dishonored or "bounced" check returned unpaid by the Tenant's bank for any reason. This service charge shall be added to the rent payment due for the month in addition to the late charges described in Paragraph 9 of this lease.

9. **ACCEPTANCE OF PROPERTY.** The Tenant acknowledges that he/she has examined the premises and all common areas, and that his/her acceptance of this agreement is conclusive evidence that the premises and all common areas are in good and satisfactory condition unless otherwise specified by this lease or by the MOVE-IN CHECKLIST provided to the Tenant. Tenant must list any existing damages or unclean areas of the premises specifically in the move-in checklist, and must return this checklist to the Landlord within five (5) days after assuming possession of the premises (i.e.: five days after obtaining the keys to the residence). Tenant agrees to sign the move-in checklist and shall retain a copy of this checklist for their records. This list shall be treated as correct upon its receipt by the Landlord unless Landlord notifies Tenant of his/her objections to the checklist in writing.

Tenant and Landlord hereby warrant and agree that NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING THE CONDITION OF THE PREMISES, AND THAT NO AGREEMENT HAS BEEN MADE TO REDECORATE, REPAIR, CLEAN OR IMPROVE THE PREMISES UNLESS SPECIFICALLY SET FORTH IN A WRITTEN ADDENDUM TO THIS LEASE. The Landlord warrants that he shall deliver the premises and all common areas to the Tenant in a clean and habitable condition, free of rodents or other vermin, as

Resident/Landlord Initials

required by applicable law. Landlord further represents and Tenant acknowledges that all smoke detector(s) installed in the premises are in proper working condition, and that the Tenant has inspected them. Landlord further represents and Tenant acknowledges that all carbon monoxide detectors(s) and fire extinguishers, where applicable, installed in the premises are in proper working condition, and that the Tenant has inspected them. **Smoke detectors, carbon monoxide detectors and/or fire extinguishers are installed for tenant wellbeing and to comply with applicable safety and building codes. Tenant shall be responsible for the reasonable care of the smoke detector, carbon monoxide detector, and/or fire extinguisher, where applicable, and the interim testing. Tenants shall be responsible for providing written notice to the Landlord for the repair of any malfunctioning smoke detector, carbon monoxide detector, or fire extinguisher. Landlord shall respond to any written request to repair the smoke detector, carbon monoxide detector, or fire extinguisher within five (5) days of receiving such written request. If Landlord determines that the smoke detectors, carbon monoxide detectors and/or fire extinguishers have been intentionally tampered with or disabled, Landlord will charge a \$50.00 penalty. Tenant will be responsible for paying the penalty and all service costs required to repair or replace the safety equipment. These repairs are considered to be emergent in nature and cannot be performed by Tenant.**

Landlord further represents that he or his agents have conducted a visual inspection for mold in the premises, and that no visible signs of mold were present.

Resident/Landlord Initials

10. **USE AND OCCUPANCY OF PREMISES.**

A. The premises shall be occupied by the number of occupants listed on page two of this lease, and by no other persons. Occupancy by any unauthorized person for more than seven (7) calendar days consecutively, or fourteen (14) calendar days in any calendar year, without prior written consent from the Landlord, shall constitute occupation of the Premises on a regular basis and shall constitute a violation of this lease.

B. Tenant agrees to use the premises for a residential dwelling and for no other purpose. Tenant shall not use the premises or permit his/her guests and invitees to use the premises for any unlawful activities. Tenant agrees not to commit or permit his/her guests and invitees to commit any acts that unreasonably interfere with the rights, comforts, or conveniences of other occupants of the neighbors or other Tenants. Tenant shall keep the volume of any radio, television, or musical instrument in the premises sufficiently reduced at all times so as not to disturb the neighbors or other Tenants. Tenant shall not conduct or permit to be conducted vocal or instrument practice or instruction. Tenant shall restrict any social gatherings to fifteen (15) or fewer people in a residence.

C. **At no time shall Tenants exceed the weight limitations 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 1200 pounds. Tenants 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.**

11. **RENTER'S INSURANCE.** All personal property belonging to Tenant, stored or kept on the Premises, is at the sole risk of the Tenant. Landlord shall not be responsible for damages to Tenant's property. Tenant shall obtain a renter's insurance policy to cover the loss of any of Tenant's property. Tenant agrees to provide satisfactory evidence of such insurance to Landlord at times as Landlord may reasonably request.

12. **ACCESS TO PREMISES BY LANDLORD.** The Landlord and his/her agents shall have access to the premises during the lease term at all reasonable hours after due notice and with permission of the Tenant for purposes of inspection, repair, alteration, improvement, and display of the premises to prospective purchasers or tenants. Tenant shall not unreasonably withhold permission from the Landlord to access the premises after receiving such notice. Both parties shall make all reasonable efforts to accommodate the other's schedule when accessing/allowing access to the premises. The Landlord may enter the premises without consent of the Tenant in case of emergency. In the event of Tenant's failure to provide reasonable access to the Residence by the Landlord or its agents, Landlord may apply for injunctive relief through a court of competent jurisdiction, and recover any actual damages sustained as a result of Tenant's failure, including but not limited to attorney's fees and court costs.

13. **EXTENDED ABSENCE FROM PREMISES / ABANDONMENT.** In the event that Tenant intends to be absent from the premises for a period in excess of seven (7) days, Tenant must give Landlord advance written notice of the absence. In the event Tenant fails to do so, Landlord may consider the premises to be abandoned and avail him/her/itself of all remedies provided by Virginia law and this lease. During any absence of Tenant in excess of seven (7) days, Landlord or her/his/its agents may enter the premises at reasonable times in order to protect the possessions and property on the premises (such as in cases of natural disaster, flood, fire, or criminal activity).

14. **POSSESSION.** Landlord agrees to deliver possession of the premises pursuant to this agreement within fifteen days or upon obtaining a court order for possession of the premises (in the event of a prior hold-over tenancy), whichever comes first. Landlord shall not be responsible for any damages, incidental or consequential, to the Tenant in this period. Landlord shall be responsible for reasonable damages to the Tenant if the Landlord fails to take reasonable steps to deliver the premises at least fifteen days after the agreed start of the lease term. Landlord

Resident/Landlord Initials

shall abate rent until the date that possession of the premises is delivered to the Tenant.

In the event that Landlord cannot deliver possession of the premises to Tenant upon the commencement of the lease term, Landlord shall notify the Tenant as soon as the fact becomes known to Landlord of his inability to deliver possession of the premises to the Tenant, and Tenant shall have the option of waiting for delivery of possession of the premises and remaining liable for the full and faithful performance of the lease, or to terminate the lease for the Landlord's failure to deliver possession as agreed in this lease with no further obligation to the tenant. Landlord shall refund the security deposit, in full, immediately upon receiving such notice from the Tenant. Tenant shall notify Landlord of his intent to remain bound to the lease or to rescind the agreement within FIVE DAYS after receiving written notice of the Landlord's inability to deliver possession of the premises.

15. **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.

16. **MAINTENANCE OF PREMISES -- LANDLORD.**

A. **General.** The Landlord shall comply with all requirements of applicable building and housing codes materially affecting health and safety; keep all common areas in the common areas of the apartment complex/premises in a clean and safe condition; maintain in a good and safe working order and condition all electrical, plumbing, sanitary (sewage, septic, garbage disposal, etc.), heating, ventilating, air-conditioning, and other facilities and appliances including elevators, supplied or required to be supplied by Landlord; provide and maintain appropriate receptacles and conveniences in common areas for collection, storage, and removal of ashes, garbage, and other wastes incidental to the occupancy of the premises, and to arrange for removal of the same; and supply running water and reasonable amounts of hot water at all times and reasonable heat of the premises except where the dwelling unit is so constructed that heat or hot water is generated by an installation with the exclusive control of Tenant or supplied by a direct public utility connection.

B. **Acts of Third Parties.** Landlord is not responsible for the criminal activities of third parties who may be conducting such activities on the premises. Landlord may prosecute any trespassers, and may bar any guests or other individuals from the property as provided by applicable Virginia law.

C. **Liability.** Landlord and Tenant agree that Landlord shall not be responsible for any injury or damage to persons or property caused by or resulting from falling plaster, dampness, overflow or leakage upon or into the 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 appliances or leakage, breakage or obstruction of soil pipes, nor for any injury or damage from any other cause, unless any such injury or damage shall be the result of the deliberate or negligent act of Landlord, and the Tenant has given prompt notice to Landlord of any of the foregoing occurrences.

17. **MAINTENANCE OF PREMISES -- TENANT.**

A. **General.** The Tenant shall be liable for repairs to the premises, fixtures and appliances that are damaged as the result of Tenant's (or Tenant's guests and invitees) carelessness, misuse, or neglect. For example: clogged drains, broken doors and windows, screens, disabled or detached smoke detectors, carbon monoxide detectors, fire extinguishers, frozen pipes resulting from keeping the heat in the Residence too low during cold weather, overloaded circuits, damaged greenery and foliage, and other damages to the Premises that are caused by the Tenant or his guests/invitees shall be charged to the Tenant. Tenant shall not be liable for any repairs or replacements of damaged items that are due to REASONABLE WEAR AND TEAR. Factors considered to establish reasonable wear and tear shall include: the age of the item in need of repair or replacement, the extent or cost of the damage in relation to the original cost of the item, the number of users (total) of the item, depreciation of the item, and any other relevant factors. In the event that Landlord must make repairs for damages that are beyond reasonable wear and tear, Tenant shall be liable for and agrees to pay the cost of said repairs upon the presentation of a written, itemized bill. In the event Tenant fails to pay the bill within fifteen (15) days of his receipt of the bill said cost of repairs may be deducted from the security deposit of the Tenant after that time.

B. **Good Condition.** At the termination of his/her tenancy, the Tenant shall surrender the premises in good order and condition, reasonable wear and tear excepted. Tenant agrees to pay for all reasonable cleaning, carpet cleaning and repair costs.

C. **Duty to Provide Notice of Conditions.** Tenant shall provide the Landlord prompt notice of any defects in or accidents to the water pipes, steam pipes (if any), electric wiring, gas lines, and heating and cooling systems, and any other part of the premises so that the Landlord may repair these items, to the extent that the Landlord is responsible for such items. The Landlord has not agreed or covenanted to repair any items except as set forth by this agreement. The Tenant may not make these types of repairs without first obtaining the prior, written permission of the Landlord.

Tenant also agrees to promptly inform the Landlord of any conditions that may indicate mold in the Residence and surrounding common areas, and of any conditions that are conducive to mold growth, such as leaking fixtures, or wet/damp areas that cannot be corrected by the Tenant's efforts.

Resident/Landlord Initials

in this paragraph affects the duties of any other Tenants of the unit to pay rent or to pay for damages beyond reasonable wear and tear for the Residence as required by the terms of this lease, or to comply with applicable provisions of state and federal law.

23. **REQUIRED NOTICE TO VACATE / INTENT TO RENEW.** Tenant shall give Landlord notice of his/her intent to lease the premises for the following year by October 31st of the year prior to renewal, or of his/her intent to vacate the premises upon the end of the lease term. Landlord may lease the Residence for the following term to other parties as the market demands. Tenant agrees to provide Landlord access to the premises at reasonable times for purposes of showing the premises to future tenants.

24. **BREACH BY TENANT.**

A. **Material Non-Compliance.** If there is a material non-compliance by the Tenant with the lease, or a violation of the lease that materially affects health or safety, the Landlord may serve a written notice on the Tenant specifying the acts and omissions constituting the breach and stating that the lease will terminate upon a date not less than thirty (30) days after the Tenant receives the notice if the breach is not remedied in twenty-one (21) days, and that the lease shall terminate as provided in the notice. If the breach is remediable by repairs or the payment of damages or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the lease shall not terminate. If the Tenant commits a breach which is not remediable, the Landlord may serve a written notice on the Tenant specifying the acts and omissions constituting the breach and state that the lease will terminate in thirty (30) days from the Tenant's receipt of the notice. Any breach by the tenant of his/her obligations under the lease that involves or constitutes a criminal or willful act, which is not remediable and poses a threat to health or safety, shall allow the Landlord to terminate the lease IMMEDIATELY and proceed to obtain possession of the premises.

If the Tenant has been served with a prior written notice which required him/her to remedy a breach, and the Tenant remedied that breach, where the Tenant intentionally commits a subsequent breach of a like nature as the prior breach, the Landlord may serve a written notice on the Tenant specifying the acts or omissions constituting the subsequent breach, make reference to the prior breach of like nature, and state that the lease will terminate not less than thirty (30) days after Tenant's receipt of the notice.

Resident/Landlord Initials

B. **Non-Payment of Rent.** If rent is unpaid when due, and Tenant fails to pay rent within five (5) days after written notice is served on him/her notifying the Tenant of the non-payment, and of Landlord's intention to terminate the lease if the rent is not paid within the five-day period ("five day pay-or-quit notice"), the landlord may terminate the lease and proceed to obtain possession of the premises in accord with the Virginia Residential Landlord Tenant Act. If a check for rent is delivered to Landlord drawn on an account with insufficient funds, the Landlord may also demand that Tenant pay the overdue rent by cashier's check, cash, or money order within the five-day period. Failure of the Tenant either to vacate the premises or to pay the rent within the five-day period after the notice shall be deemed willful non-compliance by the Tenant.

Resident/Landlord Initials

25. **WAIVER OF BREACH DOES NOT ACT AS GENERAL 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.

26. **SUBORDINATION.** Tenant agrees that this lease is subordinate to the lien of any existing or future deeds or trust mortgages placed upon the Premises, and Tenant agrees to execute whatever additional agreements may be required to subordinate this lease to those interests. Landlord reserves the right to assign any of Landlord's rights under this lease at any time.

27. **SEVERABILITY.** The provisions of this lease are severable, 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.

28. **ATTORNEY'S FEES AND COSTS OF LITIGATION.**

A. In the event that the Landlord must take legal action against Tenant because of a violation of any covenant of this lease, Tenant agrees to pay Landlord for all expenses incurred by Landlord related to said violations, including reasonable attorney's fees, court costs, and other expenses associated with the preparation and

Resident/Landlord Initials

execution of legal action and collection of the debt.

B. Tenant agrees to pay for any costs associated with the lawful removal, storage, and sale of any abandoned or unclaimed property, as defined by applicable Virginia law. Nothing in this paragraph shall be construed as imposing on Landlord the duty to store Tenant's personal property following eviction, and in no event shall Landlord's obligation, if any, exceed that required by applicable law.

29. **DUTIES OF TENANTS AND LANDLORD / RULES AND REGULATIONS.**

A. Tenant agrees to comply with all written Rules and Regulations provided to the Tenant. Landlord shall provide a copy of such written Rules and Regulations, when issued, to the Tenant. In the event of any changes to the Rules and Regulations, Landlord shall provide an updated copy of said Rules and Regulations to all Tenants before such changes are applied. All Rules and Regulations provided to the Tenant in this manner shall be incorporated in this lease, by reference.

B. Landlord and Tenant agree to comply with all building and housing codes and all local ordinances designed to protect public health, safety, and welfare.

C. Tenant agrees to keep that part of the premises he occupies as clean and safe as the original (move-in) condition of the premises permit. Tenant agrees to keep all plumbing fixtures as clean as conditions permit. Tenant agrees to use, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances in all common areas and areas occupied by the Tenant. Tenant shall not deliberately or negligently destroy, deface, damage, impale or remove any part of the premises or fixtures or property belonging to the Landlord, other Tenants, or their guests, nor shall the Tenant permit any other person to do so; Tenant should call the police, if necessary, to report such activity.

D. Tenant may not use or store any interior or upholstered furniture on exterior decks, porches, rooftops, or on the surrounding property or yard of the Premises. Tenant may be subject to reasonable costs for removal and disposal of such items.

E. No waterbeds may be used or stored in the Residence.

F. Landlord makes no guarantee for providing parking space to the Tenant on the premises.

G. No satellite dish receivers or television antennae may be installed on the premises.

30. **TENANT HOLDING OVER.** Upon the end of the term of this lease, in the event that Tenant continues in possession of the Residence with the written permission of the landlord, but the parties do not intend to sign another lease for a year's term, a month-to-month tenancy shall be created. Landlord reserves the right to increase the rent in accordance with the law and upon reasonable notice to the Tenant prior to the period when the increase shall take effect. All terms and conditions of the previous lease, with the exception of the term period and notice required to terminate the lease, shall continue in full effect. Under the month-to-month tenancy, either party may terminate the lease by giving thirty (30) days written notice. This thirty-day notice must be received on or before the first day of the month for the lease to be terminated on the last day of the month. The tenancy may not end on any other day except the last day of any given month, and rent for the full month shall be required regardless of actual occupancy by the Tenant, unless the parties agree otherwise in writing.

31. **DAMAGES FOR FAILURE TO VACATE.** In the event that Tenant unlawfully holds over beyond the termination of this lease or any extension of the lease, he/she shall be liable for the actual damages sustained by the landlord, with Tenant's liability being computed to the date when Landlord is able to re-rent the premises through reasonable efforts. Nothing contained herein is intended to limit any other remedies which the Landlord may have against Tenant as a hold-over Tenant under this lease or under applicable law, nor shall any notice given to the Tenant by the Landlord be construed as a waiver of money damages due the Landlord if notice is given prior to the end of lease term in accord with its provisions.

32. **ENTIRE AGREEMENT, MODIFICATION, AND SUCCESSORS.** This agreement ("lease") and amendments are the complete and entire contract between the parties. It may not be modified by oral agreement. It may only be modified or amended by another written document signed by all parties or their authorized agents. Any promises made by any party MUST be specifically incorporated in the lease to be valid and enforceable. 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 sub-lessees of the parties.

33. **APPLICATION MADE PART OF LEASE.** This lease was entered by the parties based upon information provided by the Tenant on the attached application which becomes a part of this lease. Tenant must advise Landlord in writing of any changes to this application information. Tenant understands and agrees that in the event any information provided by Tenant on this application is found to be false or fraudulent, that this shall be considered a material breach of the lease, and that Landlord may take immediate steps to terminate the lease and obtain possession of the premises.

34. **NOTICE TO TENANT.** Tenant should exercise any necessary diligence with respect to information on

Resident/Landlord Initials

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 contacting your local police department or the Virginia State Police, Central Records Exchange at (804) 674-2000 or visiting www.vsp.state.va.us/.

35. **RESTRICTION ON SUBLETTING OR ASSIGNMENT.** Tenant shall not sublet, rent, assign or in any way transfer use and occupancy of the premises without receiving previous, written permission from the Landlord. If Tenant illegally assigns this lease or sublets the premises to any third party or parties, Tenant understands that this may be considered a material breach of the lease, and that he/she will remain fully liable for payment of all rent for the remainder of the lease term and agrees to pay all costs, damages, and fees, including attorney's fees necessary to return the possession of the premises to the Landlord.

36. **NO ALTERATIONS OF THE PREMISES.** The Tenant shall not alter or permit any alteration of the premises, including but not limited to paint, wallpaper, structural alterations or removals, and additions of fixtures without the prior, written permission of the landlord. This clause pertains to any alterations made inside AND outside the premises, including changes to the surrounding land or common areas.

37. **BANKRUPTCY.**

A. **Bankruptcy.** In the event the Tenant or Landlord file for bankruptcy during the lease term, the obligations and remedies available to both parties shall be governed by the applicable chapter of the United States Bankruptcy Code.

38. **QUIET ENJOYMENT.** The Landlord covenants and agrees that the Tenant shall be entitled to peaceably and quietly enjoy the premises, excluding all others, for the term of the lease, subject to its terms and conditions. No eviction of the Tenant by reason of paramount title, foreclosure of any mortgage now or hereafter on the premises, or termination of any leasehold or other interest to which this lease is subordinate, shall be construed as a breach of this covenant by the Landlord.

39. **KEYS.** Landlord shall issue to Tenant all keys to the premises and mailbox. Landlord shall retain one key to each lock and the keys issued to Tenant for the same shall remain the property of Landlord. Upon termination of the occupancy of the premises, Tenant shall return to Landlord all keys to the premises and mailbox. In the event that Tenant fails to replace any key, Tenant agrees to pay the cost of re-keying any and all locks that the missing key(s) operate. Tenant shall not install any locks on the premises without receiving prior written consent from the Landlord.

40. **RENT WITHHOLDING.** Tenant may not withhold rent because of conditions on the premises which constitute a fire hazard or serious threat to the health or safety of the occupants, or conditions that constitute material non-compliance on the part of the Landlord with this lease or applicable law, except as provided by procedure detailed in the Virginia Residential Landlord Tenant Act. Specifically, Tenant must first provide written notice of the condition to the Landlord and afford the Landlord a reasonable opportunity to cure the condition(s). Landlord shall, in emergency situations and situations of extreme hazard, act with all due speed upon receipt of ANY notice (phone, E-mail, fax, or otherwise) from Tenant to correct the problem immediately.

41. **FIRE AND OTHER HAZARDS.** Tenant shall not engage in any activity or permit any activity that is considered extra- or ultra-hazardous, or any activity that would increase the rate of insurance on the premises. 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 within ten (10) feet of the Residence is prohibited by Virginia law. In case the premises is damaged by fire, rain, wind, or any other cause beyond the control of the Landlord and tenant, then the Premises shall be repaired within a reasonable time at the expense of the Landlord. In case the damages shall be so extensive as to render the premises uninhabitable, the rent shall cease until such time as the premises are restored to habitable conditions. In case of the total destruction of the premises by fire or other cause beyond the control of the Landlord or Tenant, the rent shall be paid up to the time of such destruction, and the lease shall terminate effective the date of destruction. Tenant shall be responsible for any and all damages that are the direct or proximate result of the Tenant's negligence, and from any failure on Tenant's part to comply with the terms and conditions of this lease, the rules and regulations, and all applicable Virginia law.

42. **TENANTS ARE JOINTLY AND SEVERALLY LIABLE.** Unless otherwise agreed in writing by the Landlord and Tenant, if more than one Tenant signs this lease, all persons signing as Tenant shall be held jointly and severally liable of all obligations and damages of Tenants signing this lease. The Landlord may collect the entirety of any damages from any one or all Tenants, no matter which Tenant is responsible for the damages.

To determine damage and rent responsibility, Tenants should draft and enter a Roommate Agreement to determine their rights and responsibilities to one another in any situation not specifically governed by the terms and conditions of this lease.

43. **HEADINGS AND IDENTIFIERS.** The headings and sub-headings of the sections of this lease are inserted for convenience only and do not alter or amend the provisions that follow each heading.

Any reference made to any party in this lease as a singular entity or natural person shall also refer to multiple parties or entities, and vice versa. Any use of a masculine pronoun shall also refer to the feminine, and vice

Resident/Landlord Initials

versa.

44. **LEAD-BASED PAINT DISCLOSURE.** The certification required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Landlord, Tenant, and applicable agents is attached hereto. All improvements on the Premises were constructed after January 1, 1978.

Sample

45. **SIGNATURES.** We, the undersigned, hereby represent that we have read this entire lease and any attachments listed, that we understand its contents fully, that we have had an adequate opportunity to review this document with counsel of our choice, and that we agree to be bound to its terms and conditions.

Agent for Landlord (BCR Property Management):

_____ **Date:** _____ **Name:** Hannah M. Overstreet

Tenants:

_____ **Date:** _____ **Name:** John Doe

_____ **Date:** _____ **Name:** Jane Doe

_____ **Date:** _____ **Name:** _____

_____ **Date:** _____ **Name:** _____

_____ **Date:** _____ **Name:** _____

Sample