

1. Residential Lease

1.1 LEASE

(This is a legally binding contract. If not understood, seek competent advice before signing.)

Effective Date of Lease: <<Lease Signed Date>>

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

THIS LEASE AGREEMENT (the "Lease") is made as of _<<Lease Creation Date>>(date), by and between<<Owner Name(s)>> ("Landlord") whose address is c/o JFB Management LLC 9021 Forest Hill Avenue, Unit #2A, Richmond, VA 23235; through JFB Management Management DBA RentinRichmond.com ("Landlord's Broker," who represents landlord) whose address is 9021 Forest Hill Avenue, Unit #2A, Richmond, VA 23235;

<<Tenants (Financially Responsible)>> ("Tenant"); and

<<Tenant Agent's Company Name>>("Tenant's Broker," who represents Tenant). Landlord's Broker is sometime hereinafter referred to as "Agent". For the Dwelling Unit whose Address is: <<Unit Address>>

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

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

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

Any modification of this Lease which requires all parties to consent after execution of this Lease shall heretofore be considered an addendum. This, non inclusive list includes: Pet Addendum, Roommate Addendum, etc. Any expense incurred as allowed in accordance with Chapter 12 of Title 55.1 of the Code of Virginia or otherwise as allowable or agreed to, shall not be considered a fee, this includes but is not limited to damages, actual costs when an expense is authorized to be charged to the Tenant, any consideration for modification of this Lease, etc.

1.2 SUMMARY OF LEASE TERMS

1. Term

1. Commencement Date of Lease: <<Lease Start Date>> at 2:00 pm
2. Length of Term is: <<Lease Term>>
3. Lease Term Ends: <<Lease End Date>> at 11:00 am

2. Monthly Rent to be payable to Rent in Richmond located at 9021 Forest Hill Avenue, Unit #2A, Richmond, VA 23235
3. Description of Dwelling Unit:

1. Unit Type: <<Unit Type>>
2. Number of Baths: <<Bathrooms>>
3. Number of Bedrooms: <<Bedrooms>>
4. Year Built: Year Property Built

4. Appliances and other personal property provided: <<Appliances Included>>
5. Occupancy of the Dwelling Unit shall be limited to Number of People Living in Unit persons whose names other than Tenant are as follows ("Occupants"): <<Other Occupant(s)>>
- 6.

1. I) Utilities provided by Landlord and included in Rent: <<Utilities Included>>
2. II) Utilities that Tenant must obtain individually: Utilities Tenant Must Obtain
3. III) Utilities provided by Landlord, and billed separately to Tenant: Utilities Billed to Tenant

7. Rent

- Base Rent: \$<<Monthly Rent>>
- Prorated Rent (for the period from Prorated dates from and to): \$<<Prorated Rent>>
- Additional Rent:
 - Non-Refundable Lease Fee:
 - Non-Refundable Pet Fee, if applicable: Pet Fee
 - Non-Refundable Unauthorized Animal Fee: (\$250.00) if applicable
 - Pet Rent, if applicable:
 - Damage Insurance:
 - Actual cost of policy: \$10.50
 - Administrative Fee: \$25.00
 - Opt-out fee:
- Renter's Insurance:
 - Actual cost of policy:
 - Administrative Fee: \$25.00
 - Opt-out fee:
- Tenant Accommodation: <<Monthly Rent>>
- Tenant Replacement: <<Monthly Rent>>
- Tenant Addition: \$100.00
- Total Rents Due for Lease Term: <<Total Rent for Lease Term>>
- Per Diem Rent: \$Per Diem Rent
- (Rent may be increased pursuant to the terms of this Lease)
- Late Fee: 10% of the total Monthly Rent, or or 10% of the remaining balance due and owed by Tenant whichever is less.

8. Security Deposit:

- Move In Security Deposit: <<Security Deposit Charges>>
- Pet Deposit (Additional Security Deposit): Pet Deposit
- Total Security Deposit: Total Security Deposit
- Security Deposit will be held by Landlord
OR Agent.

9. Cancellation and Renewal of Lease: Either party may terminate this Lease effective as of the end of the then-existing Term by giving the other party written notice at least 90 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. If Landlord intends to change the terms or conditions of this Lease, including increasing the Rent, for any renewal term thereafter, Landlord will give Tenant written notice of the new terms and conditions (the "Renewal Notice") at least 90 days prior to the end of the then applicable term. Should Tenant fail to provide Landlord written notice at least 90 days prior to the expiration of any Lease Term of Tenant's intentions to remain in the Dwelling Unit, or vacate, Tenant shall be deemed to have agreed to the renewal Lease term offered in the Renewal Notice, and all terms contained in the then-applicable form of Landlord's Lease (a copy of which shall be provided to Tenant(s) upon request, and at the time of Lease signing), and shall be bound by these terms, until such time as the Lease is terminated in accordance with this Section.

1.3 APPLICATION VIRGINIA LAW

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

1.4 SECURITY DEPOSIT

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

a. Disposition. Pursuant to the VRLTA, Landlord may apply all or part of the Security Deposit (which includes the Pet Deposit) to the payment of accrued Rent and the amount of any damages that have been suffered by Landlord, including but not limited to, physical damages and an3. SEy damages that may be caused by an assistance animal, appropriate charges to Tenant not previously reimbursed to Landlord, charges that may be due by Tenant to third-party utility providers in accordance with the provisions of Section 55.1-1226 of the VRLTA, and actual damages for breach of this Lease, including attorneys' fees and costs. Damages shall be calculated based on replacement costs of items, not the depreciated value. Landlord shall have the right to apply the Security Deposit to any outstanding fees, charges or other amounts due first, and then to any unpaid Rent. The Security Deposit and the Pet Deposit may be applied by Landlord to any amounts due Landlord without regard to whether such amounts are due because of damages caused by animal(s) of Tenant. Within 45 days after the termination of the tenancy or the date Tenant vacates the Dwelling Unit, whichever is later, Landlord

will provide Tenant with a written security deposit disposition statement, including an itemized list of damages, and with payment of any amount due to Tenant. If Tenant complies with all terms and conditions of the Lease and with the VRLTA, Landlord will return to Tenant the Security Deposit, together with any accrued interest if required by law. If the damages to the Dwelling Unit exceed the amount of the Security Deposit and require the services of a third-party contractor, Landlord shall give written notice to Tenant advising of the fact within a 45 day period. If such notice is given, Landlord shall have an additional 30 day period to provide an itemization of the damages and the cost of repair. There is no interest due and payable on the Security Deposit in accordance with the VRLTA for any Security Deposit received after January 1, 2009. If the Security Deposit was received prior to January 1, 2009, the VRLTA provides that any accrued interest due and payable shall be paid to Tenant no later than 45 days after termination of the tenancy and return of possession of the Dwelling Unit by Tenant. Since January 1, 2009, any interest earned on the Security Deposit will be retained by Agent to cover administrative costs.

b. Forwarding Address. Tenant shall provide Landlord written notice prior to vacating the Dwelling Unit of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of the Security Deposit prior to the end of the 45-day period provided herein. Regardless of the number of tenants subject to a rental agreement, if Tenant fails to give notice of a forwarding address, Landlord will send the

security deposit disposition statement to the last known address of Tenant, but will retain the Security Deposit refund, if any, until Tenant notifies Landlord of the appropriate address. If no forwarding address is provided to Landlord, Landlord may continue to hold the security deposit in escrow, or upon the expiration of one year from the date of the end of the 45-day time period, Landlord may pay any balance due to the State Treasurer as unclaimed property, Landlord shall have no further liability to any Tenant relative to the Security Deposit.

c. Multiple Tenants. Where more than one tenant signs this Lease, a deduction to be made from the Security Deposit will be joint and several, and Landlord is not liable for any understanding that may exist between two or more tenants as to the portion of the Security Deposit that one tenant may be entitled to, as opposed to another tenant. Landlord will draw one check payable to all tenants jointly, or at Landlord's election, to any one tenant who shall be responsible for distribution to the other tenants, and forward same to forwarding address provided to Landlord by written notice as required by subparagraph b above.

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

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

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

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

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

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

X _____
Initial Here

2. Lease Continued

2.1 RENT

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

b. Late Payment. If the rental payment is received after the fifth day of the month, a Late Fee in the amount specified in Section 1(a) of this Lease will be assessed against Tenant. Any rental payment received after legal action has been initiated by Landlord will be accepted with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted by Landlord against Tenant to recover delinquent rent and possession of the Dwelling Unit.

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

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

2.2 INSPECTION AND CONDITION OF DWELLING

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

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

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

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

2.3 USE, OCCUPANCY AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

k. Insects and Pests. Tenant shall keep the Dwelling Unit free from insects and pests, and promptly notify the Landlord of the existence of any insects or pests. Tenant shall be financially responsible for the added cost of treatment or extermination due to Tenant's unreasonable delay in reporting the existence of any insects or pests and be financially responsible for the cost of treatment or extermination due to Tenant's fault in failing to prevent infestation of any insects or pests in the area occupied. Except for the costs of any regularly scheduled

pest treatments provided by Landlord, Tenant shall be responsible for the costs of any insect or pest treatments necessary in the Dwelling Unit, which amounts shall constitute additional Rent and must be paid by Tenant with the next monthly payment of Rent after receipt by Tenant of an invoice from Landlord. Tenant shall prepare the Dwelling Unit for the application of insecticides or pesticides in accordance with any written instructions provided by Landlord, and if insects or pests are found to be present, follow any written

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

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

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

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

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

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

2.4 UTILITIES

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

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

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

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

i. Recover damages based upon the diminution in the fair rental value of the Dwelling Unit; or ii. Procure reasonable substitute housing during the period of Landlord's noncompliance, in which case Tenant is excused from paying Rent for the period of Landlord's noncompliance, as determined by the court.

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

X _____
Initial Here

3. Lease Continued

3.1 PERSONAL PROPERTY OF TENANT

a. Renter's Insurance. All personal property placed in or about the Dwelling Unit or the Premises shall be at the sole risk of Tenant or the parties owning the same, and Landlord shall not be liable for the loss, destruction, theft of, or damage to such property. Tenant shall obtain insurance coverage (commonly referred to as "renter's insurance"), which shall meet the minimum coverage limits and other terms specified by Landlord. The policy shall name Landlord and Managing Agent as interested parties. Landlord reserves the right to require Tenant to pay for the cost of renter's insurance obtained through Landlord, in which case the actual costs for such insurance and the administrative fee as set forth in Section 1(a) shall be charged to Tenant as additional Rent. Tenant shall have the option to purchase their own renter's insurance policy, provided the policy otherwise meets the requirements of this Section 8(a), in which case Tenant shall be charged a monthly opt-out fee as set forth in Section 1(a). For any renter's insurance policy obtained by Tenant in accordance with this Section 8(a), Tenant agrees to maintain such policy in full force and effect for the full term of this Lease, including any extensions or renewals thereof, and to provide Landlord sufficient proof of such insurance. If Tenant allows his renter's insurance to lapse for any reason, Landlord may provide renter's insurance coverage to Tenant. Tenant shall be obligated to pay for the cost of premiums for such insurance until Tenant has provided written documentation to Landlord showing that Tenant has reinstated his own renter's insurance coverage. Any renter's insurance policy provided by Landlord shall terminate contemporaneously with the termination of this Lease.

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

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

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

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

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

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

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

1. inspect the Dwelling Unit and the Premises;
2. make necessary or agreed repairs, decorations, alterations, or improvements;
3. supply necessary or agreed services;

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

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

iii. Place a "For Sale" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective purchasers. After notice of termination of this Lease by Landlord or Tenant or commencing 90 days before the expiration of the Term, place a "For Rent" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective tenants. Such exhibition may include placing an electronic lockbox on the Premises. Tenant shall cooperate with Landlord or Agent in making the Dwelling Unit available for such showings by other licensed real estate agents, which shall be conducted at reasonable times and with reasonable notice to Tenant. If Tenant, without reasonable justification, refuses to permit Landlord or Agent to exhibit the Dwelling Unit for sale or lease through a licensed real estate agent, Landlord may recover damages, costs, and reasonable attorney fees.

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

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

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

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

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

3.3 LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT

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

3.4 CASUALTY DAMAGE

If the Dwelling Unit is damaged by fire or other casualty, by the failure of or malfunction of any equipment or utilities serving the Dwelling Unit, Tenant shall promptly notify Landlord. If, in the sole determination of Landlord, such damage does not render the Dwelling Unit substantially impaired or require repairs requiring Tenant to vacate the Dwelling Unit, Landlord shall repair the same within a reasonable period of time after service upon Landlord of written notice of such damage by Tenant, and Rent shall not abate during the period of such repairs. If the Dwelling Unit or any part thereof is damaged by fire or other casualty to such an extent that use of the Dwelling Unit is substantially impaired, or required repairs can be made only by Tenant vacating the Dwelling Unit, in the sole determination of Landlord,

either Landlord or Tenant shall have the right to terminate the Lease in accordance with the terms of Section 55.1-1240 of the VRLTA by giving to the other party at least 14 days' notice of termination. Landlord shall account to Tenant for the Security Deposit and prepaid rent, as applicable, plus accrued interest on the Security Deposit (if any) based upon the damage or casualty. However, if Landlord reasonably believes that Tenant, Tenant's guests, invitees, or Occupants were the cause of the damage or casualty, Landlord shall so notify Tenant and make disposition of the Security Deposit and any prepaid rent by advising Tenant that such funds will be held until a determination is made of the amount of damages caused by Tenant's acts. Landlord shall have the right to apply the Security Deposit and prepaid rent to the damage so caused by Tenant, Tenant's guests, invitees, or Occupants. Except as otherwise provided herein, Tenant does hereby release Landlord from any and all liability, loss, damage, or claim resulting from any casualty, and shall require its insurer to waive any rights of subrogation against Landlord. Landlord retains any rights of subrogation against Tenant.

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

X _____
Initial Here

4. Lease Continued

4.1 EMINENT DOMAIN

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

4.2 LIABILITY OF LANDLORD/AGENT

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

4.3 ANIMALS

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

4.4 REPRESENTATION IN APPLICATION FOR LEASE

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

4.5 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.

4.6 NOTICE

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

4.7 MILITARY

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

Name of Command:

Address:

Commanding Officer: Phone Number:

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

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

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

e. In the event of a nonpayment of rent by Tenant, Landlord reserves the right to request an allotment from the pay of the servicemember tenant as permitted in the Servicemembers Civil Relief Act. Tenant agrees if Tenant retires, is discharged or released from active duty with the Armed Forces of the United States or from his full time duty or technician status with the National Guard, the Lease termination date shall be no more than 60 days prior to the date of such separation. Tenant further agrees that Tenant shall have no right to terminate the Lease more than 60 days after the date of such separation.

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

4.8 CANCELLATION; RENEWAL

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

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

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

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

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

X _____
Initial Here

5. Lease Continued

5.1 UNLAWFUL DETAINERS, ACCEPTANCE OF RENT WITH RESERVATION

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

5.2 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.

5.3 SUBORDINATION

Tenant agrees that this Lease is subordinate to the lien of any existing or future deeds of trust or mortgages placed on the Dwelling Unit and

Premises, and Tenant agrees to execute whatever additional agreements may be required to so subordinate this Lease. Landlord reserves the right to assign any of Landlord's rights under this Lease at any time.

5.4 SEVERABILITY

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

5.5 FAIR HOUSING

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

5.6 REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION

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

5.7 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.

5.8 HOLDOVER TENANT

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

5.9 MODIFICATION, APPLICABLE LAW AND SUCCESSORS

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

5.10 STATUTORY NOTICE TO TENANT

Tenant shall exercise whatever due diligence Tenant deems necessary with respect to information concerning sex offenders registered under Chapter 23 (sec 19.2-387 et seq.) of Title 19. Such information may be obtained by contacting the local police department or the Department of State Police, Central Records exchange at (804) 674-2000 or <https://www.vspso.com/>.

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____
Initial Here

6. Lease Continued

6.1 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

6.2 NON-BINDING MEDIATION

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

6.3 OTHER SPECIFIC PROVISIONS:

Other Specific Provisions

6.4 OTHER SPECIFIC PROVISIONS (TO BE INITIALED BY TENANT IF CHECKED)

Signatures required but each section is only applicable if box is checked. See sections 6.5 through 6.10

6.5 LEAD BASED PAINT

LEAD-BASED PAINT.

☐

The Premises were constructed prior to 1978, and housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not maintained properly. Lead exposure is especially harmful to young children and pregnant women. The Lead Based Paint Disclosure and EPA information book "Protect Your Family from Lead in Your Home" are attached hereto and made a part hereof, which shall be acknowledged by Tenant prior to occupancy of the Dwelling Unit.

X _____
Initial Here

6.6 DEFECTIVE DRYWALL

DEFECTIVE DRYWALL.

☐

If this box is checked-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.

X _____
Initial Here

6.7 ASBESTOS

ASBESTOS.

☐

If this box is checked-Landlord hereby discloses any information known by Landlord regarding the location of asbestos actually known to exist in the Dwelling Unit.

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

X _____
Initial Here

6.8 NOISE ZONE OR ACCIDENT POTENTIAL

NOISE ZONE OR ACCIDENT POTENTIAL ZONE.

☐

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

X _____
Initial Here

6.9 DIPLOMATS

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.

X _____
Initial Here

6.10 GUARANTOR

☐

GUARANTOR. If this box is checked, Tenant and Landlord agree that

<<Co-Signer(s)>>("Guarantor") guarantees this lease per the attached Guaranty of Lease Form.

X _____
Initial Here

6.11 AGENCY RELATIONSHIP

Agent is ☐ OR ☐ is not managing agent, with full and complete authority to engage in all aspects of the business of the management of the Dwelling Unit, and to act for Landlord in all respects which relate to this Lease. In consideration of Agent's procuring Tenant as a tenant in the Dwelling Unit and the negotiation of this Lease, Landlord has agreed to pay Agent a leasing fee of 10%, which fee shall be separate from any management fee paid to Agent. This fee is earned when this Lease is executed, and is payable on all Rent during the original term, any renewals, extensions, expansions, replacements, relocations, or new leaseings between Landlord and Tenant or its successors and assigns. No sale of the Dwelling Unit or the Premises shall release Landlord or its successor or assigns from the obligations set forth herein. Agent shall have the right to collect all Rent due hereunder so that its fees and commissions may be paid in installments as the Rent is received and retained by Agent before remitting the Rent (less such fees or commissions) to Landlord: but if any act be done to deprive Agent of its right to collect the Rent, then the entire amount of its fees and commissions earned but then unpaid shall, at Agent's option, become immediately due and payable. In addition to this fee or any other fee payable to Agent hereunder, Landlord has agreed to pay Agent a sales fee equal to 3% if the Dwelling Unit or the Premises is sold during the Term of this Lease or any renewals or extensions thereof or within 180 days after the termination of this Lease to Tenant or to any entity affiliated with, controlled by or under joint ownership or control with Tenant or any of its owners or principals. This provision does not grant Tenant any right to purchase the Dwelling Unit or the Premises, nor does it authorize Agent to offer such property for sale. In the event Agent receives a mortgage default, foreclosure or similar notice from any lender affecting the Dwelling Unit or Premises, Agent shall deliver such notice to Tenant, unless such notice was delivered by Tenant to Agent.

6.12 WAIVER OF HOMESTEAD EXEMPTION

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

6.13 ELECTRONIC SIGNATURES

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

X _____
Initial Here

6.14 WIRE FRAUD ALERT

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

By initialing below, you acknowledge and agree to the terms in Section 6.

X _____
Initial Here

7. Addendum on Mold

7.1 MOLD ADDENDUM

THIS MOLD ADDENDUM by and between <<Owner Name(s)>>, Landlord, Agent, and Tenant(s)<<Tenants (Financially Responsible)>>, At Dwelling Unit <<Unit Address>>

The Lease, dated <<Lease Creation Date>>by and between Landlord and Tenant(s) (the "Lease"), as written, is all inclusive and binding on Landlord and Tenant(s), with the exception of the following amendments and/or revisions.

In order to maintain a quality living environment for our residents, it is important for us to work together to minimize the occurrence and growth of mold in the Dwelling Unit. This Addendum sets forth Tenant(s)' responsibilities with respect to mold.

1. What is Mold? Molds are part of the natural environment. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture. Our goal is to minimize the amount of mold to the extent possible.
2. Moisture Accumulation. Tenant(s) shall remove any visible moisture accumulation in or on the Dwelling Unit, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected areas as soon as possible after the occurrence; use exhaust fans in kitchen and bathroom when running water; and keep climate and moisture in the Dwelling Unit at reasonable levels. When showering, the shower curtain should be kept completely within the tub, or the shower doors should be fully closed. It is also recommended that, after a bath or shower, that Tenant(s) (1) wipe the moisture off of shower walls, doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open until all moisture on mirrors, walls, or tile surfaces has dissipated; and (3) hang up towels and bath mats until they are fully dry.
3. Apartment Cleanliness. Tenant(s) shall clean and dust the Dwelling Unit regularly, and shall keep the Dwelling Unit clean, particularly the kitchen and bathroom. This includes regular vacuuming, mopping, and using a household cleaner to clean hard surfaces. It is important to remove household dirt that may harbor mold, and to immediately throw away any moldy food.
4. Notification of Management. Tenant(s) shall promptly notify management in writing of the presence of the following conditions:
 1. A water leak, excessive moisture, or standing water inside your apartment home, storage area, or garage, or in any community common area;
 2. Mold growth in or on hard surfaces within the Dwelling Unit that persists after Tenant(s) have tried several times to properly clean it (see Paragraph 5 below), or mold growth on any porous surfaces such as sheetrock walls or ceilings;
 3. A malfunction or leak in any part of the heating, air conditioning or ventilation systems, or washing machine or dryer units (if applicable) in the Dwelling Unit. It is also recommended that Tenant(s) periodically open windows when the weather is dry to help dry out humid areas;
 4. Cracked or stained plasterboard, loosening of drywall tape, warped wood, and/or a musty odor;
 5. Any inoperable doors or windows; or
 6. Any other moisture accumulation that occurs or any other visible evidence of mold.
1. Cleaning of Mold. If Tenant(s) see any visible mold, Tenant(s) should wear rubber gloves, and scrub the mold off of any hard surfaces using a mold killing detergent and water, and then let the surface dry completely. If mold reappears, Tenant(s) should repeat this process. Note that some household cleaning products contain bleach, and may cause staining. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to remove non-visible mold from porous surfaces like sofas, chairs, drapes, and carpets. Clothing should be machine-washed or dry-cleaned to remove mold. Some molds may cause staining.
2. Liability. Landlord does not make any representations or warranties regarding the existence or development of molds or micro-toxins and Tenant(s) shall be deemed to have assumed the risks associated with molds, fungi, and/or micro-toxins. Tenant(s) shall release Landlord from any claim for loss, liability or damages resulting from the existence, and/or development of the same. Further, Tenant(s) shall be liable to Landlord for any damages sustained to the Dwelling Unit or to people or property as a result of Tenant(s)' failure to comply with the terms of this Addendum.
3. Violation of Addendum. Violation of this Addendum shall be deemed a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant(s) at law or in equity.
4. Addendum Supersedes Lease. In case of a conflict between the provisions of this Addendum and any other provisions of the Lease Agreement, the provisions on the Addendum on Mold shall govern. This Addendum on Mold is incorporated into the Lease and, except as expressly modified herein, the Lease, the Rules and Regulations, as well as any other policies in effect at the apartment community remain in full force and effect.
5. Landlord Duties. Landlord agrees to use reasonable efforts to maintain the Dwelling Unit in such a condition as to prevent the accumulation of moisture and growth of mold, and to promptly respond to any written notices from Tenant(s) pursuant to Paragraph 4 above.

Compliance with this Addendum will help prevent mold growth and will allow both Tenant(s) and the Landlord to respond correctively to any problems that may lead to mold growth. If you have any questions regarding this Addendum, contact the Rental Office immediately.

By initialing below, you acknowledge and agree to the terms in Section 7.

X _____
Initial Here

8. Damage Addendum

8.1 DAMAGE ADDENDUM

THIS ADDENDUM TO THE LEASE by and between: <<Owner Name(s)>>Landlord); <<Tenants (Financially Responsible)>> (Tenant(s)). JFB Management, LLC D/B/A RentInRichmond.com, 9021 Forest Hill Avenue, Unit #2A, Richmond, VA 23235, and/or assigns, Listing/Managing Broker.

Within 72 hours of your Lease expiration date, a final move-out inspection will be done to determine what cleaning and/or damage charges (if any) will be levied against your deposit. Charges will be based on the following; however, all prices for cleaning and replacement are subject to change without notice. This is only a minimum guideline.

The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant, with the exception of the following amendments and/or revisions:

1. Except for normal wear and tear, the following specific deductions or damages shall be charged against Tenant for any damages to the Dwelling Unit or the Premises:
 1. In the event that the drywall is damaged through removal of tape applied by Tenant, Tenant will be charged for painting the area or room as deemed necessary by Landlord.
 2. Damages to hardwood floors, carpet, tile, formica, vinyl or any other type of flooring will be estimated until the actual charges for the repair work and materials are received.
 3. Repairs and maintenance for the Dwelling Unit or the Premises (**NOT COVERED BELOW**) will be charged at the rate of: \$95.00 per hour plus materials and trip charge.
2. Tenant hereby agrees to surrender possession of the Dwelling Unit or the Premises to the Landlord in as good condition as the commencement date of the Lease Agreement, less reasonable wear and tear, and reimburse Landlord for any repairs or maintenance that may be necessary in accordance with the schedule set out in this Damage Addendum, or at the actual costs of the materials and repairs, if the actual costs for such repairs and maintenance is greater than the amounts set out herein.

Standard Tenant Damage Costs

Standard Tenant Damage Costs

1	Replace lock (each)	\$90.00
2	Replace window pane (picture window)	\$150.00
3	Replace window shade/blind (small)	\$60.00
4	Replace window shade/blind (large)	\$100.00
5	Replace storm door	\$400.00
6	Replace screen in screen door	\$120.00
7	Replace window screen	\$100.00
8	Replace wood entrance door	\$1,000.00
9	Replace wood interior door	\$350.00
10	Replace door casing/jamb	\$700.00
11	Replace range electrical eye ring	\$40.00
12	Replace range drip pans (4)	\$75.00
13	Replace range/oven knob	\$25.00
14	Replace range/oven	\$1,000.00
15	Replace range/oven rack	\$100.00
16	Replace range hood	\$195.00
17	Repair kitchen drawer	\$90.00
18	Replace kitchen drawer	\$150.00
19	Replace refrigerator door molding	\$75.00

20	Replace refrigerator shelf supports	\$65.00
21	Replace refrigerator door gasket or panel	\$160.00
22	Replace butter keeper	\$30.00
23	Replace refrigerator door	\$85.00
24	Replace refrigerator light	\$15.00
25	Replace refrigerator/freezer handle	\$115.00
26	Replace refrigerator cover pan	\$60.00
27	Replace refrigerator shelf	\$90.00
28	Replace refrigerator	\$1,000.00
29	Replace dishwasher	\$700.00
30	Replace kitchen faucet	\$350.00
31	Replace kitchen sink	\$300.00
32	Replace door closer on screen door	\$50.00
33	Replace door stopper	\$15.00
34	Replace door knob (front door)	\$100.00
35	Replace door knob (privacy)	\$75.00
36	Replace door knob (passage)	\$50.00
37	Replace weather stripping or threshold	\$70.00
38	Replace toilet seat	\$25.00
39	Replace tissue holder	\$75.00
40	Replace towel bar (includes wall damage)	\$45.00
41	Repair towel bar	\$40.00
42	Replace toilet	\$300.00
43	Replace toilet fill mechanism (damaged by Tenant)	\$175.00
44	Replace window A/C safety lock	\$15.00
45	Replace shower head	\$60.00
46	Replace shower rod	\$75.00
47	Replace bathroom faucet	\$350.00
48	Replace faucet handle	\$100.00
49	Replace medicine cabinet mirror	\$100.00
50	Replace standard medicine cabinet	\$175.00
51	Replace medicine cabinet shelves	\$30.00
52	Replace hanging sink	\$500.00
53	Replace vanity sink/cabinet	\$600.00
54	Replace tub strainer	\$10.00
55	Replace vanity sink strainer	\$10.00
56	Repair wall due to water damage from shower	\$1,500.00
57	Replace carpet or vinyl (per sq. yard)	\$100.00
58	Exterminate for insects & rodents (per trip)	\$300.00
59	Replace window lock	\$75.00
60	Replace electric receptacle or switch cover	\$50.00
61	Replace electric receptacle or switch	\$100.00
62	Replace thermostat	\$250.00
63	Replace smoke detector	\$65.00
64	Replace smoke detector battery	\$50.00
65	Replace standard light fixture and globe	\$75.00
66	Replace light globe only	\$75.00
67	Replace light bulb (each)	\$15.00
68	Clean carpet (per room)	\$200.00
69	Clean all walls in dwelling (per wall)	\$100.00
70	Clean base covering in dwelling	\$75.00
71	Clean woodwork & window sills (each)	\$65.00
72	Clean window (each)	\$40.00
73	Remove trash, items & other debris from dwelling (per hour)	\$125.00
74	Remove poster putty, foam, tape, nails, etc. from walls (each)	\$2.00
75	Replace stove-top fire extinguishers (if applicable)	\$70.00
76	Wallpaper removal (per hour)	\$95.00
77	Repainting part of dwelling (per square foot)	\$85.00
78	Repairing any holes in dwelling	\$200.00
79	Repainting trim in dwelling (door frames)	\$150.00
80	Repainting trim in dwelling (doors - each side)	\$50.00
81	Repainting of walls only in entire dwelling (1 Bd)	\$1,200.00
82	Repainting of walls only in entire dwelling (2 Bd)	\$1,400.00

83	Repainting of walls only in entire dwelling (3 Bd)	\$1,900.00
84	Repainting of walls only in entire dwelling (4 Bd)	\$2,400.00
85	Repainting of walls only in entire dwelling (5 Bd)	\$3,000.00
86	Any plumbing repair caused by Tenant (per hour)	\$95.00
87	Any Cleaning for Unit (Per Trip)	\$250.00

NOTE: THESE STANDARD CHARGES ARE SUBJECT TO CHANGE, DEPENDING UPON THE NATURE, EXTENT OF DAMAGE OR ACTUAL COSTS, Tenant Agrees that the above list of charges may be used in the event of Tenant damages to the Premises or if the Tenant does not vacate the Premises in accordance with this Lease agreement.

- Tenants will have carpets professionally cleaned upon Lease termination as provided in Tenant Handbook.
- Tenants will have property professionally cleaned by a pre-approved cleaning service upon Lease Termination as provided in Tenant Handbook.

RULES AND REGULATIONS Tenant(s) agree that the Rules & Regulations, which are incorporated by reference herein and any other reasonable rules and regulations subsequently adopted by Landlord which do not substantially modify this Lease, and of which Tenant(s) receive reasonable notice, will be a part of this Lease. Any non-compliance with, or violation of, the Rules and Regulations will, therefore, constitute a non-compliance with, or a violation of, this Lease. Tenant hereby acknowledges receipt of Tenant Handbook. All parties to the Lease are obligated to familiarize themselves with those items stated in the Tenant Handbook provided to the Tenant upon occupancy and which can be reviewed online at www.Rentinrichmond.com.

All of the prices listed above are the minimum costs. Prices DO NOT include the cost of materials or the trip charge.

By initialing below, you acknowledge and agree to the terms in Section 8.

X _____
Initial Here

9. Tenant Handbook

9.1 TENANT HANDBOOK

Office Hours: Monday-Friday 9:00 am-5:00 pm Closed daily from 12:00 pm-1:00 pm

Welcome to your new residence!

We would appreciate it if you would let us know your most current phone number and email address as soon as possible. Remember to also have all of the utilities placed in your name (where applicable), effective the first day of your lease.

The following information is designed to answer frequently asked questions, and to minimize confusion related to caring for the property and interacting with our management company. A list of the most common Tenant-related fees is attached.

Should you have questions, please try to direct them to the appropriate property manager listed below.

Your Property Manager: <<Site Manager>>

Address: 9021 Forest Hill Avenue, Unit #2A, Richmond, VA 23235

Phone Number & Extension: 804-358-7368

Your Property Manager's Email:

9.2 RENT IS DUE ON THE 1ST DAY OF EACH MONTH

1. Rent may be paid online, mailed, or hand delivered to our office. Rent is considered late after the 5th of every month.
2. Late charges will be assessed on the 5th of each month at 5:00 pm.
3. Rent may be paid by personal check, money order or cashier's check. **NO CASH WILL BE ACCEPTED.**

4. If mailing the rent, it must be postmarked by the 3rd of the month to avoid late charges.
5. The Tenant may incur additional tenant charges for actions or requests that result in additional work required of the property manager. These fees may be incurred by the Tenant for actions in violation of the Lease Agreement or for requests which require additional action by the property manager or Landlord that go beyond normal or routine operations as described in the Lease Agreement. These charges will be considered rent and due by the 1st of the following month.
6. Move In Inspection forms are due within five (5) calendar days of the tenant(s) move in day. If no Move In Inspection form is turned in by end of business on the 5th calendar day the tenant(s) forfeits their ability to challenge reasonable move out charges. All damages at move out will be assumed to be from current leaving tenants.

9.3 GENERAL MAINTENANCE

1. **ALL MAINTENANCE MUST BE SUBMITTED IN WRITING. Forms are available on our website, www.rentinrichmond.com or here at the office.**
2. If you have an emergency that cannot wait until the next business day please use the after-hours emergency phone number provided. After-hours maintenance emergency phone number: **804-527-6240**. An emergency is a fire, flood or any dangerous or hazardous situation. Non emergencies: annoying sounds, no A/C or heat during reasonable temperatures, roof leak when it is raining, etc.
3. Tenant shall maintain the dwelling unit and all fixtures and appliances in a clean and sanitary manner and in good repair.
4. Tenant shall notify Landlord immediately of all of the following, but not limited to, broken or damaged glass, screens, locks, plaster, walls, flooring or wood.
5. Tenant shall notify Landlord immediately of any damaged or the non-working condition of ranges, ovens, water pipes, plumbing, electrical appliances, fixtures or outlets.
6. Tenant shall replace any non-working light bulbs. Tenant shall use the appropriate wattage for any lighting fixture.
7. Tenant shall dispose of all garbage, trash, and debris in a clean and safe manner.
8. Tenant shall not permit any garbage, trash, or debris to be left outside the unit or premises unless it is placed in a trash receptacle.
9. Tenant shall not smoke inside the dwelling unit. Tenant shall not permit cigarette butts to be disposed of on or about the unit or the premises, parking area, porches or walkways and is responsible for cleaning up any cigarette butts that are not disposed of properly.
10. Tenant shall keep the drain filter in the bathtub intact, in place, and shall clean it regularly.
11. Tenant shall not remove or tamper with light bulbs on porches, landings, and common areas on the premises.
12. Tenant shall check breaker boxes and plunge toilets prior to requesting maintenance services from the Landlord.
13. Tenant shall unstop and keep clear all waste pipes of food, grease, hair, debris, and feminine hygiene products. In the event that maintenance is required as a result of clogged drains due to Tenant not maintaining drains properly, including but not limited to, drains clogged by food, debris, trash, hygiene products, paper, or waste products. Tenant shall be assessed the cost of repair. Tenant shall not use any plumbing product such as "Drano" to clear drains or pipes.
14. Tenant shall regularly replace the return air vent filter at Tenant's expense.
15. Tenant shall notify Landlord of any carpet stain before attempting to remove the stain.
16. Tenant shall clean and/or replace air conditioner unit filters so as to avoid any damage to the unit, window sills, or walls.
17. Tenant shall notify Landlord immediately of any maintenance item, including a dripping faucet or a running toilet when Tenant first notices the problem or any reoccurrence of such issue. If Tenant fails to notify Landlord immediately, and such failure of prompt notice makes the problem worse, Tenant shall be assessed the cost of repair.
18. Tenant will be charged for any repairs and replacement of including, but not limited to, windows, glass, and screens when damaged or broken during occupancy. Repairs plus material will be charged to the Tenant.
19. Tenant shall not make any alterations, redecorations, additions or improvements without first obtaining Landlord's written consent and such shall, at Landlord's option, remain with the property or be removed by Tenant and property returned to original condition at Tenant's sole expense.
20. General maintenance and repair work shall not be done on the weekends.
21. All yard work on or about the Premises including, but not limited to, raking of leaves and cutting of grass is the sole responsibility of the Tenant(s). If grass, leaves and other debris become overgrown and excessive, Tenant(s) will be given written notice to resolve this issue within three (3) calendar days. If Tenant(s) have not resolved the issue in this time, Landlord will contract a lawn care specialist

and the cost of such lawn care will be billed to Tenant(s). Landlord also reserves the right to charge a monthly fee of \$150 to tenant for lawn care if Tenant does not cut and take care of yard.

22. No vehicles are to be parked on or about the Premises, except in driveways, garages, and sides of streets where permitted by law.

9.4 KEYS/LOCKS

1. Tenants shall be responsible for any lost or stolen keys. For the safety of the Tenant and security of the Premises, when any keys to the Dwelling Unit are lost or stolen, the locks will be changed and re-keyed at Tenant's sole expense.
2. In the event that Tenant is locked out of the unit, Tenant shall notify a locksmith for assistance. Tenant shall be responsible for all costs and expenses, including the fee of the locksmith. Landlord, when available on Premises, will unlock a Unit for \$50.00 payable to Landlord before the unit is unlocked. Landlord does not provide a "lockout" service to Tenants who are locked out of their apartment.
3. Tenant, when leaving the unit, shall lock the unit door and carry the keys with them. For security purposes, it is Landlord's policy for all maintenance and service personnel to lock the unit door upon leaving the unit. It is not the responsibility of Landlord when the unit is left unlocked by Tenant, the unit is then serviced and, subsequently, Tenant becomes locked-out of the unit.
4. Tenant shall not add any additional locks or change existing locks without written permission from the Landlord.
5. One set of keys will be issued to each Tenant at the time of occupancy. Additional keys will be provided upon request at Fifteen Dollars (\$15.00) per key.
6. Landlord, at Tenant's request and at Tenant's sole cost and expense, will have all locks on the Dwelling Unit re-keyed. Tenant(s) may, at any time, ask Landlord to: (a) install one keyed deadbolt lock on all exterior doors, if the Dwelling Unit does not already have one installed on each door; (b) install one door viewer on each exterior door; and (c) change or re-key locks during the Lease term. Landlord will comply with such request at Tenant's cost and expense, in accordance with the amounts shown in the Damage Addendum, will 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 any invoice from Landlord.
7. 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 Tenant or authorized occupants in accordance with the provisions of Section 55-248.18:1 of the Act 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.
8. Lockouts will not be charged a fee during normal office hours, if the sole action performed is borrowing a key for the purposes of unlocking the door to the Dwelling Unit. After office hours, Tenant(s) must call the locksmith designated by Landlord in order to obtain access to the Dwelling Unit. Tenant(s) are responsible for payment of the locksmith charges. Proper identification is required to be admitted to a Dwelling Unit.
9. Tenant(s) will not install any other burglary prevention devices, other than the deadbolt locks, secondary locking devices on sliding doors, and exterior window locks provided by Landlord in accordance with the lease, without Landlord's prior written approval, which will be given to Tenant(s) upon request if the additional devices comply with the following and conditions: (a) The installation does not permanently damage the Dwelling Unit; (b) Duplicate keys, or any access codes are proved to Landlord; and (c) Upon termination of the Lease, Tenant(s) remove such devices, and restore the Dwelling Unit to its original condition, should Landlord so request, except that deadbolt locks shall not be removed from the Dwelling Unit and such deadbolt locks become the property of the Landlord.

9.5 USE AND ACCUPANCY

1. Tenant shall not permit or have pets or animals, wild or domestic, of any sort in or on Premises without prior permission. This includes mammals, reptiles, and birds. Tenant acknowledges that any violation of this provision by Tenant or others on the Premises shall be considered a material noncompliance breach of this agreement.
2. Tenant shall be liable for any damage caused by the animal, including, but not limited to, carpet cleaning/replacement and pest treatment, even if not discovered until up to thirty (30) days after the end of the term. **TENANT MAY BE CHARGED A \$200 FEE FOR THIS VIOLATION.** All approved animals must provide proof of current shots and current license from the city or county.
3. Tenant shall not place or permit to be placed any wires, cables, aerials, antennae, satellite dish, or similar apparatus upon the roof or any other part of the building. Tenant is not permitted to repair, replace, or upgrade any wires, cables, or related apparatus unless Tenant has received written permission from the Landlord.
4. Tenant shall not use the parking area, driveway, dwelling unit, or porch for painting.
5. Tenant shall not place or permit to be placed any item on the premises that diminishes the appearance of the premises as determined solely by the Landlord.

6. If Tenant desires to use the fireplace, they must receive written consent from the Owner/Landlord as well as have the fireplace inspected and provide proof of inspection at Tenant's sole cost.
7. If property is part of a homeowner's association, Tenant agrees to adhere to all Homeowner's Association Rules and Regulations.
8. Tenant shall not park any motorized vehicle on the front, side, or rear lawn of the Premises without the prior, written approval of Landlord.
9. If there is oil heat in the home, tenant shall have an on-going account with Hungerford or Woodfin to keep the tank full. If at any time the tank is empty and the boiler shuts off, tenant will be responsible for contacting the oil company to re-light the burner and pay any associated costs. Upon move out, any remaining oil in the tank will be measured by the oil company and the amount submitted to Rent in Richmond. Incoming tenant will pay outgoing tenant for remaining oil.
10. Tenant(s) will:
 1. Keep Dwelling Unit in a good, clean, safe, and sanitary condition.
 2. Tenants are obligated to follow the rules and regulations as stated in the Tenant's Handbook as provided to the Tenant upon occupancy. This Handbook can also be reviewed online at www.Rentinrichmond.com under Tenant Forms.
 3. Comply with all applicable health and safety laws, rules, and regulations.
 4. Tenant(s) shall make all requests for maintenance and repairs in writing. Requests can be submitted by e-mail or at www.rentinrichmond.com.
 5. **This is a nonsmoking apartment and building.** If Tenant(s) or Tenants' guests' smoking is deemed to be excessive, at the sole discretion of the Landlord, then the Tenant(s) shall be fined Two Hundred Fifty Dollars (\$250.00) plus the cost of cleaning and repainting the Dwelling Unit.
 6. Use in a reasonable manner all utilities, services, facilities, appliances, and equipment provided by Landlord, and to keep such items as clean and safe as their condition permits.
 7. **Mold.** Tenant will use reasonable efforts to maintain the Dwelling Unit and premises in such a good 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 the Tenant. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or 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, cost (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. See mold addendum.
 8. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, facilities, and appliances in the Dwelling Unit, and shall maintain such services at all times during the occupancy of the Dwelling Unit. Tenants shall keep all drains free from hair and other debris. Feminine hygiene products are not to be disposed of in the commode. Tenant will be responsible for plumbing expense to clean clogged sewer or waste lines in the event foreign objects are found. Tenant(s) shall be responsible for any damage caused by their failure to comply with this requirement.
 9. Keep all appliances and equipment in good and clean condition, with the exception of reasonable wear and tear, this includes the replacement of light bulbs. The Dwelling Unit has been furnished with the necessary large appliances; additional large appliances (i.e., freezers, etc.) or equipment are prohibited. Washing machines and dryers are permitted only in those dwellings which have an existing washer/dryer hookup provided by Landlord.
 10. Keep the Dwelling Unit heated to a minimum of 55 degrees during the winter months if providing their own heat. Tenant is responsible for changing the furnace/air conditioner filter once a month. If Landlord replaces the filter, the Tenant will be charged a Non-Compliance Fee each time it is replaced.
 11. If the Landlord pays for heat, the heat is normally turned on by October 15th and turned off by April 15th. The heat is automatically set to go on from 4:00 a.m. to 10:00 a.m. and again from 3:00 p.m. to 12:00 a.m. midnight. Our thermostats are set at a maximum temperature of 68 degrees.
 12. Keep all windows and doors closed in the Rental dwelling during periods of inclement weather.
 13. All glass, locks, and trimmings in and about the Dwelling Unit shall be kept intact and undamaged and, whenever any breakage shall occur, the same shall be promptly replaced or repaired at the cost of the Tenant.
 14. Cover windows with proper window dressings (i.e. no sheets, quilts, etc.). Window dressings are not provided by the Landlord.
 15. Place only patio and/or lawn furniture on the balcony or in the yard. Tenant(s) shall keep their individual balconies or patios neat and orderly. Only outdoor furniture in appropriate quantities and plants shall be visible. Any interior furniture used outside will be removed at Tenants' expense. No other items, such as baby swings, laundry, towels, bicycles, mops, or brooms shall be permitted. The use of personally owned lawn furniture and equipment should be confined to your apartment area in order to maintain proper appearance of the lawn area. **If Leased dwelling is a single-family residence, Tenant is responsible for all yard maintenance, grass cutting, trimming of bushes, removal of trash, removal of leaves, etc.**
 16. No use of the roof for any purpose whatsoever. Roofs are not designed or constructed to hold any persons or property and it is unsafe for any persons or property to be placed on the roof.
 17. 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.
 18. There will be no application of any type of Chalk to the property or premises. There will be an automatic penalty to the tenant of a minimum of \$250.00 or the full cost to cure, whichever is more. This penalty shall be applied regardless of the source of the chalk application.
 19. **Should Tenant be charged civilly or criminally, Landlord may, at Landlord's option, consider said charge to be grounds for termination of this Lease.**
 20. Tenant may not use or keep a grill on any porch and/or deck. Any grills found on the porch and/or deck will be removed immediately at Tenant's expense.

21. Waterbeds are prohibited. The presence of such is grounds for eviction and Tenant is responsible for all damages caused by the waterbed.
22. Tenant may 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 whether known by Tenant(s) or not, and Tenant(s) shall be responsible for any damage caused by their failure to comply with this requirement.
23. Tenant(s) shall give Landlord prompt notice if any such damage occurs. Use the best efforts to maintain the floors and walls in their present condition. Tenant shall cover heavily traveled areas of the floor with rugs and shall prevent heel marks on the floors. Any and all wood floors must be seventy percent (70%) covered with carpet or rugs to protect the flooring and to decrease noise levels.
24. Conduct themselves and require other persons on the premises with their consent, whether known by Tenant(s) or not, to conduct themselves in a manner that will not unreasonably disturb nor interfere with the neighbor's peaceful enjoyment rights, comforts, or convenience of other Tenants nor damage such premises. The hours between eleven o'clock pm (11:00 pm) and eight o'clock am (8:00 am) are considered quiet hours and will be observed by all Tenant(s) and/or guest(s).
25. Tenant will not allow bands, musical instruments, or loud music of any type in the Dwelling Unit. No large parties are allowed. Should complaints be registered either with the police or agent and we respond to the situation, the Tenant causing the disturbance will be charged a Non-compliance Fee for each visit. This will be documented as a service charge. If damage to the premises should result to the building or grounds, the cost to correct the damages will be charged to the Tenant(s) hosting the party.
26. Landlord may provide various recreational areas and facilities for the use and enjoyment of Tenant(s) and their guests. All persons who use such areas and facilities do so at their own risk and assume all liability and responsibility for any accidents or personal injuries which may occur in connection with the use of these areas and facilities, in accordance with the "Informed Consent and Liability Release" if applicable. Any temporary interruption, modification, or discontinuance of any particular recreational service is not a cause for damages, for termination of the Lease, or for a rebate or reduction in Rent.
27. **Authorized Occupants, Guests, or Invitees.** Tenant(s) are responsible for the acts and conduct of their authorized occupants, guests, or visitors to the apartment community, and if any such persons commit acts which constitute violations of the Lease, the Virginia Residential Landlord and Tenant Act, or other provisions of Virginia law, Landlord may proceed against Tenant(s) for termination of the Lease based upon the violations of such authorized occupants, guests or visitors.
28. **Dangerous Matters Prohibited.** Tenant(s) will not use or keep in the Dwelling Unit or on the premises explosives, cotton samples, burning fluid, camphene, kerosene, fuel of any kind, or other easily flammable material and shall not otherwise permit anything to be done on the property or the apartment community which will in any way increase the rate of fire insurance in the apartment community, or in any way conflict with any ordinance, rule, or regulation of any governmental authority having jurisdiction over the community. Storing, keeping, or using gas, charcoal, or open burners of any sort (as well as the fuel that they use) or any other cooking device not designed for indoor use is prohibited anywhere in the community including within Dwelling Unit, or on terraces, patios, or balconies, except that charcoal may be burned in any grills that may be provided in the party areas, under direct supervision of an adult. No car washing or cleaning is allowed except in areas designated by Landlord, unless Tenant(s) are leasing a single family dwelling.
29. **GARBAGE REMOVAL.** Tenant(s) must take the trash and garbage from the Dwelling Unit to the place(s) designated by Landlord. Trash must be wrapped or placed in plastic bags and cardboard boxes must be broken down. Tenant(s) shall be charged a Non-Compliance Fee, plus cost of disposal for trash left by Tenant(s) in any area other than the designated trash receptacles.
30. **SECURITY DOORS.** Tenant(s) will keep any and all common entrance doors to Dwelling Unit and/or building closed at all times for reason of security and energy conservation. Tenant(s) are encouraged to keep their doors locked.
31. **PARKING.** If Subject Property is a Dwelling Unit that has restricted parking, then it is Tenant(s)' responsibility to obtain a parking permit. These permits are available only to Tenant(s) living at properties with private restricted parking and may change from year to year. These permits are to be hung from the rear view mirror. If a valid parking permit is not hanging from the rear view mirror, the vehicle is subject to towing at the vehicle owner's expense. Please park in a manner to allow others to get into the parking lot. To enforce towing of non-authorized vehicles, we need to allow enough space for the tow truck to get into the parking lot. Parking is not guaranteed. Permits will be issued only once upon move in. Tenant(s) must park any automobile or other vehicle, within the lines marking a single space, and then only in the spaces designated for Tenant(s) to park by Landlord. All parking is on a first-come, first-serve basis. The parking of motorcycles, boats, trailers, commercial vehicles, and vehicles with six (6) or more wheels is prohibited anywhere on the premises, except where the Landlord expressly designates a certain area for this purpose. No motorized vehicles shall be kept inside the Dwelling Unit. Every vehicle, parked on the premises must have current license plates, be properly inspected, and otherwise be an operating motor vehicle otherwise in compliance with this paragraph. Landlord reserves the right to have any vehicle towed away at the Tenant(s) expense, or at the expense of the vehicle owner, for a non-compliance with this Section. Repairing of automobiles, or any other vehicles, is prohibited anywhere on the apartment community property.
32. **COMMON AREAS.** The walks, entrances, passages, courts, stairways, corridors, and halls must not be obstructed or encumbered or used for any purpose other than entering or leaving the Dwelling Unit. Any objects left in the common areas by tenant(s), their occupants, guests or invitees shall be subject to removal by Landlord in which case Tenant(s) will be charged a Non-compliance Fee per occurrence, plus disposal charges. Tenant(s) may not linger or loiter in the common areas or passageways. Deliveries of newspapers and other articles, must be taken into the Dwelling Unit promptly. Riding and/or storage of bicycles and/or motorized bikes on the sidewalks, hallways, fire escapes, or lawn of dwelling is prohibited. No bicycles or other objects may be locked to any part of the property, including porches, lamp posts, or porch balustrades. In the event of damage to the common area resulting in a cost to the Landlord to remedy and/or repair and the Agent/landlord cannot determine which Tenant caused said damage, then said cost will be prorated evenly amount all the Tenants in the building.
33. **EXTERMINATION.** Exterminating services are available at the discretion of Landlord. Several building have pest control enforce. Tenant shall keep the Dwelling Unit free from insects and pest, and promptly notify the Landlord of the existence of any insects or pests. Tenant shall prepare the Dwelling Unit for the application of insecticides or pesticides in accordance with any written instructions of Landlord, and if insects or pests are found to be present, follow any written instructions provide by

landlord to eliminate the insects or pests following the application of insecticide or pesticides. Should a Tenant have concerns about specific insecticides or pesticides, the Tenant(s) shall notify the Landlord in writing no less than twenty-four (24) hours before any scheduled insecticide or pesticide application, in accordance with the terms of this Lease. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or guests or invitees, and do 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 pest in the Dwelling Unit, and/or resulting from Tenant's failure to comply with the provisions of this subsection of any other provisions of law.

9.6 MOVE-OUT

1. All unpaid charges, costs, and rent shall be paid in full.
2. All original keys shall be returned to Landlord. If not returned, Tenant shall pay the fees for changing the locks and obtaining new keys.
3. Tenant shall provide Landlord a valid forwarding address and telephone number.
4. **Tenant must have unit professionally cleaned by approved cleaning service.**
5. **Tenant must have the carpets professionally cleaned at Tenant's expense and provide a receipt to the Landlord upon move-out. This is auxiliary to the cleaning service mentioned in above item 4.**
6. If cleaning is not scheduled by tenant within seven (7) days of a move out the property manager will charge a \$50 convenience fee to ensure unit is cleaned in a timely manner.
7. Tenant agrees that there will be a partial charge for painting if the Tenant vacates within three (3) years and painting is necessary, as determined by the Landlord. Tenant shall be responsible for all costs of painting if Tenant vacates within one (1) year and painting is necessary, as determined by the Landlord. If painting is needed after 12 months of occupancy due to tenant damages there will be a minimum charge taken from the deposit based off the damage addendum.
8. Tenant has the right to be present at the move-out inspection. If Tenant wishes to be present, Tenant must notify Landlord in writing and Landlord will then notify Tenant of the date and time of the inspection.
9. Only those who are on the Lease are permitted to be present at the move-out inspection.
10. All deposits shall be returned via one (1) physical check. All tenant(s) will be named on this check. The check will be mailed to the address given in writing to the office before move out.
11. Move-out inspections will be conducted by appointment only, Monday through Friday between 9:00 AM and 4:00 PM. An appointment for a move-out inspection must be made with Agent at least one (1) week in advance

9.7 LEASE ACCOMODATION POLICY

1. Contact your Property Manager to discuss whether or not the Owner of the property will allow you to get out of your existing lease contract.
2. If the property Owner will allow you to get out of your contract, the following requirements must be adhered:
 1. The Tenant needs to review and agree to the terms on the Tenant Accommodation form provided here at our office as well as pay the fee equal to one (1) month's rent.
 2. Tenant is responsible for all of their lease contract terms and conditions until a suitable replacement tenant has been located, they have been approved by the Property Manager, a signed lease agreement is in our hands, and the replacement Tenant takes occupancy of the property.
 3. The current Tenant must arrange to perform a final walk-through inspection with their Property Manager and return all keys prior to the replacement tenant moving in. Should the keys not be returned, the Tenant will be held responsible for the expense to re-key the locks.
 4. **UNDER NO CIRCUMSTANCES SHOULD A TENANT ALLOW SOMEONE TO MOVE INTO THE PROPERTY WITHOUT THE WRITTEN CONSENT OF THEIR PROPERTY MANAGER**

9.8 REPLACING ONE TENANT WITH MULTIPLE LEASEHOLDERS DURING A LEASE TERM

1. Should a Tenant want to change roommates during a lease term, they need to submit a request to their Property Manager in writing.
2. The change may be allowed only with written permission by the Property Manager and with the Landlord's approval.

3. All leaseholders need to review and agree to the terms on the Tenant Replacement form provided here at our office as well as pay the fee equal to one (1) month's rent.
4. **UNDER NO CIRCUMSTANCES SHOULD A TENANT ALLOW SOMEONE TO MOVE INTO THE PROPERTY WITHOUT THE WRITTEN CONSENT OF THEIR PROPERTY MANAGER.**

9.9 TERMINATION AND RENEWAL

1. Either party may terminate this Lease at the end of the initial term of this Lease, or at the end of any subsequent and then existing term, by giving the other party written notice at least ninety (90) days prior to the effective date of such termination. Said ninety (90) day period shall begin to run as of the next Rent due date. Tenant(s), in addition to providing sufficient notice to Landlord of an intention to terminate, must be current in Rental payments; must surrender possession of 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(s) in accordance with the Damage Addendum, other provisions of this Leases, or as Landlord shall see fit. If no such notice to terminate is given, the term of this Lease shall be extended for self-renewing twelve (12) months terms until either party gives notice to terminate in accordance herewith, unless terminated in accordance with any other applicable provision of this lease, or Virginia law.
2. If Landlord intends to change the terms or conditions of the Lease, Landlord will give Tenant(s) written notice at least ninety calendar (90) days prior to the end of the initial or then existing Lease Term or any renewal Lease Term, advising Tenant(s) of the new terms and conditions of a renewal Lease. Should Tenant(s) fail to provide Landlord written notice at least ninety (90) days prior to the expiration of any Lease Term of Tenant(s)' intentions to remain in the Dwelling Unit, or vacate, tenant(s) shall be deemed to have agreed to the terms and conditions set forth in landlord's notice, and shall be bound for such, until such time as the Lease is terminated in accordance with this Section.
3. In the absence of any such notice, this Lease will continue for an additional terms of twelve (12) months, and upon the same provisions, covenants, and conditions, until terminated by the giving of written notice by either Landlord or Tenant at least ninety (90) days before the expiration of the then current term, excepting that the Rental payments shall be increased, beginning on the respective anniversary date, by four percent (4%) over the Rent payable during the most recent term of this Lease.
4. Your Lease begins at 2:00 PM on the day specified in your Lease and will expire at 11:00 AM on the last day of your Lease. All keys must be returned to the Landlord no later than 11:00 AM on the last day of the Lease. In the event the keys are not returned on time, Tenant will incur the cost of replacing all locks.

9.10 ACCEPTANCE OF RENT WITH RESERVATION

Unless Landlord accepts the Rent with reservation and gives a written notice to Tenant(s) of such acceptance in a termination notice within five (5) business days of receipt, acceptance of periodic Rental payments with knowledge of a material non-compliance by the Tenant(s) constitutes a waiver of Landlord's right to terminate the Lease. If Landlord has given Tenant(s) written notice that the periodic Rental payments have been accepted with reservation, Landlord may accept full payment of all Rental payments, damages of other fees and still be entitled to receive an order of possession terminating the Lease as provided in Section 55-248.34 of the VRLTA. Any Rental payment received after judgment and possession has been granted to landlord against Tenant(s), but prior to eviction, will be accepted with reservation and will be applied to the judgment amount, including the 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 of the said amount with reservation in no way creates a new Landlord/Tenant relationship with Tenant(s).

9.11 LEASING FEE

In consideration of Agent's procuring Tenant as a Tenant in the Dwelling Unit and negotiation of this Lease, Landlord agree to pay Agent a leasing fee of **Ten percent (10%)**, which fee shall separate from any management agreement between Landlord and Agent however in no event shall the combined Leasing Fee and management fee exceed **Ten percent (10%)** in accordance with management agreement. This fee is earned when this Lease is executed, and is payable on all Rent during the original term, any renewals, extensions, expansions, replacements, relocations, or new leasing between Landlord and Tenant(s) or its successor and assigns, No sale of the Dwelling Unit or the Premises shall release Landlord or its successor or assigns from the obligations set forth herein. Agent shall have the right to collect all Rent due hereunder so that its fees and commissions may be paid in installments as the Rent is received and retained by Agent before remitting the Rent (less such fees or commissions) to landlord: but if any act be done to deprive Agent of its right to collect the Rent, then the entire amount of fees and commissions earned but then unpaid shall, at Agent's option, become immediately due and payable. In addition to this fee or any other fee payable to Agent hereunder, Landlord agrees to pay Agent a sales fee equal to six percent (6%) of the gross sales price if the Dwelling Unit or Premises is sold during the Term of this Lease or any renewals or extensions thereof or within 120 days after the termination of this Lease to Tenant or to any entity affiliated with, controlled by or under joint ownership or control with Tenant or any of its owners or principals. This provision does not grant Tenant any right to purchase the Dwelling Unit or the Premises, nor does it authorize Agent to offer such property for sale. In the event Agent receives a mortgage default, foreclosure or similar notice from any lender affecting the Dwelling Unit or Premises, Agent shall deliver such notice to Tenant, unless such notice was delivered by Tenant to Agent.

9.12 COMMUNICATION

Communication with tenants and any other persons on the lease is made through text and electronic mail primarily. All members of the lease can update contact information with RentinRichmond.com at any time via written communication. If RentinRichmond.com is not able to contact tenants due to actions taken by the tenants to block or stop communication from RentinRichmond.com or Appfolio tenants will accrue a communication fee for all additional steps taken to contact them.

9.13 VIOLATION OF RULES AND REGULATIONS

The imposition and payment of any fee imposed for violating these Rules and Regulations shall not be an election of remedies by the Landlord. Landlord shall have the right to pursue all such other remedies against Tenant as provided by law or the Lease Agreement, including the termination of the Lease.

9.14 RELEASE OF INFORMATION

We use a 3rd party to mail information regarding our real estate services and first time home buying. You may receive one email and one paper flyer per year.

9.15 CHANGES TO RULES AND REGULATIONS

Landlord shall be permitted to modify, amend, and change these Rules and Regulations in this Handbook as circumstances necessitate and Tenant agrees to be bound thereby.

9.16 LIST OF FEES TO ALL TENANTS

1. Tenant Accommodation one (1) month's Rent
2. Tenant Replacement one (1) month's Rent
3. Re-inspection for double walk-through \$100.00
4. Rapid refund fee \$100.00
5. Photo & Nuisance fee \$150.00
6. Hold over fee \$400.00 + any accrued actual damages to incoming Tenant: all paid by exiting Tenant
7. Repairs required as a result of Tenant negligence \$25.00 + cost of repairs
8. Property Manager assisting Tenant with tenant related services: \$50.00
9. Fees for extra copies of Lease: \$15.00 for hard copies, \$5.00 for email
10. Re-write Lease \$100
11. Return of over-paid funds at end of lease processing fee \$50
12. Reissue Check for Any Reason \$100
13. Non-Compliance Fee \$50

9.17 ACKNOWLEDGEMENT

I acknowledge that I: a.) have read this agreement, b.) understand the terms of this agreement, c.) have had the opportunity to consult [and have consulted] with independent legal counsel in connection with this agreement, and d.) have signed this agreement voluntarily.

By initialing below, you acknowledge and agree to the terms in Section 9.

X _____
Initial Here

10. Tenant Handbook Addendum

10.1 TENANT REPLACEMENT SUPPLEMENT

Print Tenant Name (**Outgoing**)

<<Tenants (Financially Responsible)>>

Print Tenant Name (**Existing**)

<<Property Address>>

Subject Property

Under no circumstances are you to allow anyone to move into the property during your tenancy.

Should you wish to have someone replace you as a Tenant(s), the following requirements must be understood completely and agreed to by all the current leaseholders.

◆ **A non-refundable, replacement fee equal to one (1) month's rent is required with this form** and must be paid prior to RentInRichmond.com's accepting an application from any prospective replacement tenant. (Example: If the total rent due for the unit is \$750.00 per month, the replacement fee is \$750.00)

◆ **Any prospective replacement Tenant(s) must complete an application, submit an**

Application Processing Fee(s) of \$55 and be approved by RentInRichmond.com.

◆ **The incoming Tenant accepts the Premises in "AS-IS" condition. There will be no inspection** at move out or move in.

◆ **Should a guarantor be needed, they must understand that they are separately and jointly** responsible for the terms of the lease.

◆ **If you are only removing a roommate then the current roommates must qualify on their own.**

◆ **As out-going Tenant(s), you are responsible for all lease terms including maintaining** utilities and insurance until the prospective new Tenant has taken possession or until the current Lease expiration date.

◆ **Once RentInRichmond.com receives this form AND the fee AND VAR Form 250 with all**

Leaseholders' signatures acknowledging the requirements stated below (Guarantors are not required to sign this form). The property is taken "AS IS" by the incoming tenant, there will be no partial move in inspection. We do not prorate rent. If a move in happens after rent is due tenants will need to sort out financials between themselves. If the outgoing tenant is not vacated and keys returned to RentInRichmond.com office at 9021 Forest Hill Ave, #2A on or before 11:00 am the day prior to the new Tenant(s) move-in date or the Lease expiration date, there will be a \$100.00 charge assessed against your account as well as the cost incurred by the incoming tenant. If an outgoing tenant supplies keys to the incoming tenant there is a non compliance fee and the unit will be rekeyed at the outgoing tenant's expense. Our tenants' security is paramount.

The security deposit will be returned to the **current** Tenants per the lease agreement. The outgoing tenant forfeits ownership of the deposit upon move out.

10.2 TENANT ACCOMODATION SUPPLEMENT

<<Tenants (Financially Responsible)>>

Print Name of Tenant(s)

<<Property Address>>

Subject Property

Under no circumstances are you to allow anyone to move into the property during your tenancy without being approved by RentInRichmond.com.

Should all the Tenant(s) wish to terminate their Lease Agreement prior to the Lease expiration date, the following requirements must be understood completely and agreed to by all Leaseholders.

- **As out-going Tenant(s), you are responsible for: (A) all Rents and damages to the premises; (B) maintaining utilities such as electricity, gas, water & sewer, until the prospective new Tenant(s) have taken possession and the dwelling has been re-Rented; or until the current Lease expiration date.**
- **There is a non-refundable fee, due from current Tenant(s) with this form, equal to one (1) month's Rent. (Example: If your Rent is \$750.00, your Fee is \$750.00**

- Once RentInRichmond.com receives this form and fee with all Leaseholder's signatures acknowledging the requirements stated below (Co-Signors are not required to sign this form) and provide us with the Fee, we will add the property to our Rental availability listings and set up showings for the Premises to any prospective Tenant(s). Tenant accommodation will only be allowed to occur at end of the month or with 45 day notice to the Property Manager.
- Prospective Tenant(s) will be required to: (A) complete an Application. (B) submit an Application Processing Fee (\$50 per applicant/co-signor) (C) submit an Application Deposit Fee and (D) be approved through the RentInRichmond.com screening process.

Current telephone number to use for notification when we show the Premises to prospective Tenant(s).

The outgoing Tenant(s) Security Deposit will be refunded after a satisfactory move-out inspection has been completed. You must give us written notification if you would like to be present during the move out inspection. If the property is not vacated and keys returned to RentInRichmond.com office at 9021 Forest Hill Ave, #2A on or before 11:00 am the day prior to the new Tenant(s) move-in date or the Lease expiration date, there will be a \$100.00 charge assessed against your account.

The outgoing Tenant(s) Security Deposit will be returned within 45 days after the new Lease is in effect and incoming Tenant(s) take possession.

I/We the outgoing Tenant(s) acknowledge and agree to the requirements of RentInRichmond.com. Outgoing Tenant(s) please sign below:

I/We the outgoing Tenant(s) request the replacement Tenant(s) to take occupancy on

_____ Month and Day

Notice: This form and agreement are subject to the property owner's final decision on whether or not to allow the Tenant(s) this option.

By initialing below, you acknowledge and agree to the terms in Section 10.

X _____
Initial Here

11. Sign and Accept

11.1 SIGN & ACCEPT

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

X

Lessee

Date Signed

X

Lessor

Date Signed