

Virginia Residential Lease Agreement

Hampton, Va 23666

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 20____, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in _____, Virginia, such real property having a street address of _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of _____ [specify number of months or years], such term beginning on _____, 20____, and ending at 12 o'clock midnight on _____, 20____.
2. **RENT.** The total rent for the term hereof is the sum of \$_____ payable on the ____ day of each month of the term, in equal installments of DOLLARS (\$_), first month rent, to be paid upon the execution of this Agreement, the second installment to be paid on the day of the month written above following the execution of this Agreement. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand. If the lease agreement is executed on a day that is not the first of any given month, the amount due for the first installment shall only be \$_____ per day from execution of lease until the end of said month.
3. **SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of DOLLARS (\$_____) receipt of which is hereby acknowledged by Landlord, as a Security Deposit. Upon termination of the tenancy, such Security Deposit, plus any accrued interest, held by Landlord may be applied solely by the Landlord (i) to the payment of accrued rent and including the reasonable charges for late payment of rent specified in Paragraph 21; (ii) to the payment of the amount of damages which the Landlord has suffered by reason of Tenant's non compliance with Paragraph 11, less reasonable wear and tear; or (iii) to other damages or charges as provided in this Agreement.

For lease terms of fewer than thirteen (13) months, the Security Deposit will be held by Landlord without any duty to pay interest and may be commingled with Landlord's funds in accordance with the laws of the Commonwealth of Virginia.

For lease terms of more than thirteen (13) months, in accordance with the Virginia Residential Landlord and Tenant Act, the Security Deposit will accrue interest at an annual rate equal to one percentage point below the Federal Reserve Board discount rate as of January 1 of each year on all property or money held as a Security Deposit. Such Security Deposit shall accrue interest from the effective date of this Agreement, and such interest shall be paid only upon termination of the tenancy, delivery of possession, and return of the Security Deposit as provided in this Agreement.

During the course of the tenancy, Landlord shall notify Tenant in writing of any deductions to be made from Tenant's Security Deposit. Such notification shall be made within thirty (30) days of the date of the determination of the deduction and shall itemize the reasons in the same manner. Such notification shall not be required for deductions made less than thirty (30) days prior to the termination of the Agreement. The Security Deposit, any accrued interest (if applicable) and any deductions, damages, and charges shall be itemized by the Landlord in a written notice given to the Tenant, together with any amount due the Tenant within forty-five (45) days after termination of the tenancy and delivery of possession.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _____, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant(s) shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. Upon termination of Lease Agreement, Tenant shall return property in the same move-in condition it was received in. Kitchen cabinets, bathrooms, walls, baseboards and flooring all scrubbed clean. Carpets vacuumed, windows washed, oven and refrigerator cleaned. Should it be necessary for the Landlord to hire a cleaning company to clean the unit prior to releasing, the amount spent to pay that company will be deducted from Tenant's Security Deposit. The complete costs for repairs or painting beyond reasonable and customary to carpets, floors, appliances, walls, windows, cabinets or fixtures which need to be made prior to releasing, shall also be deducted from the Tenant's Security Deposit.
6. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of the Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, subletting or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant(s) shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of the Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **HAZARDOUS MATERIALS.** Tenant(s) shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
9. **UTILITIES.** Tenant(s) shall be responsible for arranging for and paying for all utility services required or requested on the Premises.

10. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

(a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

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(b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

(c) Not obstruct or cover the windows or doors; except as acceptable by covenants for privacy and appearance;

(d) Not leave windows or doors in an open position during inclement weather;

(e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

(f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;

(g) Keep all furnace/heat/air conditioning filters clean and free from dirt, to be changed on or about the first of each month. Filters will be provided by an inspection made by the landlord. Any resulting condensation buildup and/or overflow caused by filter not being changed will result in a service call to a licensed HVAC service company and the resulting charge will be the responsibility of the Tenant.

(h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Any abuse or damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

(i) Keep front and rear lawn and shrubs trimmed and maintained on a regular basis and to give the appearance of being maintained.

(j) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

(k) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

(l) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

(m) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them. Any fees charged by the Homeowners' Association billed to the Landlord for Tenant not complying with the covenants and rules of the development, the Landlord will expect to collect said charge from the tenant or the amount will be withheld from the Security Deposit. No items are to be left on the porch overnight other than a trash can and traditional porch seating. No bicycles or toys are to be left in front of the residence or on the porch overnight.

(n) Tenant responsible for light bulbs, cleaning and cleaning supplies, ensuring dryer vent remains

clear and smoke detector remains in functioning condition throughout the duration of this or any subsequent lease. Bathtub and tub surround to be cleaned ONLY with non-abrasive cleaners recommended by the manufacturer.

- 11. DAMAGE TO PREMISES.** It is the Tenants responsibility to contact the Landlord immediately if there is any damage, intentional or otherwise, to the property whether indoors or outdoors, that requires immediate repair or attention, to include but not limited to such things as leaks, improperly functioning fixtures or appliances, breach in condition of roofing or siding, broken windows, etc. Landlords will not be held responsible for utility increases caused by such conditions. In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted

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for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

- 12. INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon with 24 hours' notice except in the event of an emergency, which would allow immediate access. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by the Landlord for the preservation of the Premises or the building. Monthly inspection of the furnace filter will be made by the landlord in order to ensure this article is being met as well as inspect for any water leaks and verify the smoke detector is functioning properly. Landlords and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
- 13. TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at DOLLARS (\$) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
- 14. SURRENDER OF PREMISES/NOTICE TO VACATE.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements expected. Upon Tenant's decision to surrender or vacate Premises, the Landlord requires thirty (30) days written notice.
- 15. ANIMALS.** Dogs will be considered on a case by case basis, the final decision determined by Landlord's insurance policy. Other pets require prior authorization and approval by Landlord. A non-refundable pet deposit of _____ DOLLARS (\$_____) will be collected from Tenant should a pet agreement between Tenant and Landlord be met. This agreement will be written as a separate

addendum.

16. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
17. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
18. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter,

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Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

19. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within five (5) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of _____ DOLLARS (\$_____) which is to accompany rent payment for that month.
20. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
21. **INSURANCE.** The Landlord does not provide any insurance to the Tenant against loss of property belonging to the Tenant. It is therefore, the responsibility of the Tenant to find and finance his/her own Rental Insurance, if desired, to protect against loss due to destruction or break in of Premises. Landlord does provide homeowners insurance as required by law.
22. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee, but only to the extent the recovery of any such expenses are authorized by the Virginia Residential Landlord and Tenant Act.

23. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Virginia.
24. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
25. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
26. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
27. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
28. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
29. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

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30. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed to the Landlord as follows:

[Landlord's Name]

[Landlord's Address]

To the Tenant:

[Tenant's Name]

[Tenant's Address]

Tenant's Social Security Number: _____

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

As to Landlord this _____ day of _____, 20____.

LANDLORD ("Landlord"):

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

As to Tenant this _____ day of _____, 20____.

TENANT ("Tenant"):

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____