



## **RESIDENTIAL DEED OF LEASE**

THIS RESIDENTIAL DEED OF LEASE ("Lease") is made on the day **1st of May, 2019**.

THAT IN CONSIDERATION of the rents and covenants herein expressed, Landlord leases to Tenant, and Tenant leases from Landlord, upon the following terms and conditions:

### **I. PARTIES**

**1. PARTIES.** The parties to this Lease are **OWNER** hereinafter called ("Landlord") and **TENANT** hereinafter called ("Tenant"). The Landlord and Tenant acknowledge and agree that the Managing Agent as herein designated is not a party to this Lease and that Managing Agent maintains no duty, responsibility or liability under this Lease. Managing Agent and its agents and employees are the agent of the Landlord and not the Tenant. Managing Agent is referenced in this Lease solely for the purpose of enforcing its rights as Landlord's property management agent pursuant to Paragraph #9 of this Lease, and it is understood by all parties hereto that Managing Agent is acting solely in the capacity as agent for Landlord. Tenant shall look exclusively to Landlord with respect to the covenants and agreements to be performed by Landlord hereunder in any dispute or cause of action relating to this Lease.

**2. JOINT AND SEVERAL LIABILITY.** If more than one Tenant signs this Lease or a guarantor and/or co-signer signs this Lease, all persons signing as Tenant or guarantor or co-signer shall be jointly and severally liable for all obligations of Tenant set forth in this Lease.

### **II. PREMISES/LEASE TERM**

**3. PREMISES TO BE LEASED.** The Landlord hereby leases to the Tenant and the Tenant hereby leases from the landlord subject to the terms and conditions of this Lease, the premises described as follows: Street Address: **Address, City, Virginia, Zip Code 20190**, Legal Description: Lot **NA**, Block **NA**, Section **NA**, Subdivision **NA**, Condominium Unit # **NA**, Building # **NA**, Parking Space # **NA**, Mail Box # **NA**, hereinafter called ("Premises"), If Condominium, Townhouse/House (with a Property Owner's Association, POA), describe as Condominium or CO-OP Name: **ParcReston Condominium Unit Owner's Association**, Property Owner's Association Name: **NA**.

**4. TERM OF LEASE.** The Landlord leases to the Tenant the Premises described above for the term of **One (1) year Zero (0) months and Zero (0) days** commencing on the **1st day of June, 2019 and ending at 5:00 p.m. on the 31st day of May, 2020**. ("Lease Term")

**5. AUTOMATIC EXTENSION OF LEASE TERM.** It is agreed that the Lease Term shall be automatically extended on a month-to-month basis after expiration of the initial lease term **UNLESS** either party provides written notice not less than 60 days prior to expiration of the Lease Term of their intent not to extend the Lease Term. Once a month-to-month tenancy is created, it may be terminated by either party giving to the other party written notice not less than 60 days prior to the next rent due date. In so continuing, the Tenant agrees to keep and to fulfill all other covenants, conditions and agreements of this Lease. The Landlord may increase the monthly rental rate at or after the expiration of the original term of this Lease by providing the Tenant with written notice at least 60 days prior to the next rent due date. The Tenant then has the option of either vacating the Premises or remaining at the new rental rate. The parties agree that should Tenant not agree to the increase in rent that Landlord's notice shall be treated as a 60 day notice to terminate the tenancy and Tenant shall vacate the Premises at the expiration of said time period. Tenant shall completely vacate the Premises and remove all personal property from the Premises by 5:00 p.m. on the last day of the tenancy.

### **III. RENT**

**6. RENT.** A. The total sum of rent due for the initial lease term shall be **\$Twenty Thousand Seven Hundred and 00/100 Dollars (\$20,700.00)**, payable as follows: the sum of **\$0.00**, due before occupying the Premises and subsequent installments of **\$1,725.00**, due by the first day of each calendar month commencing **July, 2019**. **Rent is payable in advance on or before the 1st day of each calendar month without demand, offset, counter-claim or deduction to PPMI** at the following address **4080 Lafayette Center Drive, Suite 100, Chantilly, VA 20151**, or until such other address is designated by Landlord or Managing Agent. After the 1st day of the month the rent is late and all remedies in Paragraph #12 shall be applicable.

B. Rent may be mailed through the U.S. Postal Service at Tenant's risk. Any rents lost or delayed in the mail will be treated as if unpaid until received by Landlord.

C. No part of the Tenant's security deposit referred to in Paragraph #8 of this Lease may be applied by the Tenant as payment of any part of the rent, including the last month's rent.

D. The acceptance by Landlord of partial payments of rent due shall not under any circumstances, constitute a waiver by the Landlord nor an acceptance of Tenant's breach of the terms of the Lease nor affect any notice or legal proceedings in unlawful detainer therefore given or commenced.

E. Tenant agrees to pay as additional rent a processing charge of Fifty and No/100 Dollars (\$50.00) for each check returned by Tenant's bank for any reason. This charge shall be in addition to any late fee, which may also be due. If any of Tenant's checks are returned for insufficient funds, Landlord will have the option of requiring that all further payments be made by money order, cashier's check and/or certified check.

**7. LATE FEE.** If Tenant shall fail to pay any installment of rent by 5:00 p.m. on the fifth day of the month, Tenant shall pay as an additional fee, a late fee in the amount of ten percent (10%) of the monthly rent for each monthly rental payment that is late. Acceptance of rent by the Landlord at any time between the 1st and 5th day of the month is not a waiver of the due date for rent. Tenant's rights to possession of the Premises are expressly contingent on the timely payment of rent. All monies received by Landlord may be applied to any outstanding late fees and other applicable fees and charges due from previous months before being applied to rent for the month in which the rental payment is made.

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#### IV. SECURITY

**8. SECURITY DEPOSIT.** Prior to the beginning of the Lease Term, the Tenant shall deposit the sum of **\$One Thousand Seven Hundred Twenty Five and 00/100 Dollars (\$1,725.00)**, ("Security Deposit") with the Landlord, which is to be held by Managing Agent PPMI, as a security deposit to ensure full compliance by the Tenant of all provisions of this Lease, including but not limited to Tenant obligations with respect to damages caused by the Tenant, guests, and/or pets.

A. If the Tenant fails to comply with any provisions of this Lease, the Landlord may use, apply or retain all or any part of the Security Deposit for the payment of the following: rent, additional rent, additional charges and administrative fees set forth in the Lease, damages or any amount the Landlord may expend by reason of noncompliance by the Tenant with the terms of the Lease, including any damages or deficiency in the reletting of the Premises (including any real estate agent commission(s) and or broker's fee(s)), whether accruing before or after reentry by the Landlord and Landlord's reasonable attorney's fees incurred as a result of Tenant's breach.

B. Tenant shall be liable to the Landlord for any damage to the Premises beyond normal wear and tear resulting from the negligence or wrongful act of the Tenant or others on the Premises with Tenant's permission. The parties agree that smoke damages and odor caused by Tenant's use of tobacco products and improper use of any fireplace on the Premises shall be considered damages beyond normal wear and tear resulting from the negligence or wrongful act of the Tenant or others on the Premises with Tenant's permission. The parties further agree that odors caused by Tenant's keeping of any pets, whether with the consent of Landlord or not, shall be considered damages beyond normal wear and tear resulting from the negligence or wrongful act of the Tenant or others on the Premises with Tenant's permission.

C. After Tenant has faithfully performed all obligations under the Lease, paid all rent and other charges, returned all keys and documents, provided Landlord in writing with a forwarding address, and surrendered the Premises in the same condition as at the beginning of the Lease Term, except for reasonable wear and tear, said Security Deposit shall be returned to Tenant within forty-five (45) days subject to the foregoing. In the event of more than one Tenant entering into this Lease, any refund of any portion of the Security Deposit due hereunder may be made by one check jointly payable to all Tenants named on this Lease. A minimum of one hundred dollars (\$100) may be withheld at time of vacation of the Premises for payment toward any unpaid utility bills unless written evidence of payment of final utility bills is presented to Landlord prior to the release of any security deposit herein. The parties expressly agree that Tenant shall be responsible for presenting to Landlord proof of payment of final water bill relating to the Premises.

D. It is expressly understood that Landlord's application of the Security Deposit or additional deposit shall not be Landlord's sole remedy in the event of Tenant's default. SHOULD THE COSTS OF REPAIRS, REPLACEMENTS, AND/OR LANDLORD'S OTHER DAMAGES (INCLUDING, BUT NOT LIMITED TO THOSE SET FORTH IN PARAGRAPH #38 HEREIN) EXCEED THE SECURITY AND ADDITIONAL DEPOSITS, TENANT SHALL PAY FOR SUCH EXCESS COSTS. NO PART OF THE SECURITY DEPOSIT SHALL BE APPLIED BY TENANT AS PAYMENT OF ANY PART OF THE RENT OR OTHER OBLIGATIONS DUE HEREUNDER. Tenant shall pay rent required each month as if no Security Deposit were ever made.

E. If during the Lease Term, including any extension, renewal or holdover, any part of the Security Deposit and/or the additional deposit shall have been utilized by Landlord in accordance with the terms herein or applicable law; Tenant shall, upon demand, immediately deposit with Landlord a sum equal to the amount so applied by Landlord, so Landlord shall have the full Security Deposit and/or the additional deposit on hand at all times during the Lease Term.

F. In the event of a sale, transfer, or assignment, by Landlord of his interest in the Premises or this Lease Landlord shall notify Tenant of such sale, transfer or assignment, and Landlord and Managing Agent shall be released from all liability with respect to the Security Deposit and any additional deposits and Tenant shall look solely to the new landlord for the return of the security deposit/additional deposit.

G. In the event of a change of management as provided for by paragraph #9, the Landlord and/or former managing agent shall notify Tenant of such change and management, and PPMI shall transfer the Security Deposit to Landlord. PPMI shall be released from all liability with respect to the Security Deposit and any additional deposits and Tenant shall look solely to Landlord for the return of the Security Deposit and any additional deposits.

#### V. MANAGEMENT

**9. MANAGEMENT.** Until Tenant receives further written notice, Purvis Property Management Inc., at PPMI (hereinafter "Managing Agent") is authorized to manage the Premises on behalf of the Landlord as Landlord's agent and representative and collect rent and hold all deposits; all on behalf of Landlord. Managing Agent's address: **4080 Lafayette Center Dr., #100, Chantilly, VA 20151**; phone number **(703) 281-0311**, **Email Address: admin@purvispm.com**. The 24-hour emergency telephone number used for **emergencies only is (703) 655-5473**. Landlord has authorized Managing Agent to act for Landlord under the terms of this Lease. The Tenant, in all cases, shall comply with any and all correspondence, notices or demands from Managing Agent and any and all of Landlord's rights under this Lease.

#### VI. POSSESSION/USE/OCCUPANCY

**10. USE OF PROPERTY, SUBLETTING AND ASSIGNMENT.** The Premises are leased to the Tenant only, and shall be used solely as a private residence to be occupied only by Tenant to be occupied by no more than **One (1) adults and Zero (0) children**, except those children born, adopted, or placed under the legal care of the Tenant hereafter, and for no other purpose. No person other than Tenant and the following adults identified as Authorized Occupants **NA** shall be permitted to occupy the Premises nor may any portion of the Premises be sublet or assigned without the prior written consent of the Landlord. Should Landlord consent to one sublease or assignment, said consent shall not be deemed a waiver of Landlord's right to approve any subsequent assignment or subletting. Occasional visits by guests, not to exceed two (2) weeks during any consecutive 12-month period are permitted without the prior written consent of the Landlord. The Tenant shall not use or allow the Premises to be used for any disorderly or unlawful purposes, or in any manner offensive to others. Tenant shall comply with all applicable laws and ordinances and rules and regulations including all zoning ordinances affecting the Premises or its use.

Tenant agrees not to conduct any business, including but not limited to, child care activity nor store any materials on the property or within the Premises that relate to anything commercial or to a hobby that is not consistent with residential standards. The term "business" as used in this Lease is defined as a profit or nonprofit venture entered into by Tenant and/or Tenant's guests and/or associates that is conducted by telephone, electronic media, including but not limited to computers or peripheral devices or in person or by mail, either through the United States Post Office or any other private carrier. The exception to this shall be the use of Personal Computer equipment located in the home to perform office work normally done at Tenant's regular place of business. In no case will any clients/customers/vendors/suppliers be permitted to visit Tenant for any business reasons whatsoever at the Premises.

Tenant shall conduct himself and require other persons on the Premises with Tenant's consent, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb any neighbors' peaceful enjoyment of their premises, and Tenant further covenants and agrees that he will not use nor permit said Premises, and any common areas of the Premises, included but not limited to stairways, hallways, elevators, roadways, driveways, parking lots and recreational areas, to be used for any improper, illegal or immoral purposes, nor will he use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner. The Landlord shall have the right to terminate this Lease immediately upon receipt of a preponderance of evidence that indicates an immediate threat that materially affects the health or safety of either the Landlord or community or that the Premises is being used for any improper, illegal or immoral purpose. For example, the sale, use

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or distribution of illegal drugs or drug paraphernalia on the Premises shall be considered such an immediate threat. In such event, the Landlord shall give the Tenant written notice of termination with the time of vacating to be commensurate with the urgency of the situation as determined solely in the Landlord's absolute discretion. The Tenant shall vacate and surrender possession of the Premises to the Landlord within the time period specified in the notice of termination. Furthermore, Landlord may terminate this Lease upon receipt of a preponderance of evidence that indicates the existence of activity, which may subject the Premises to forfeiture.

**11. FAILURE TO TAKE OR GIVE POSSESSION.** If, after signing this Lease, Tenant fails to take possession of the Premises, Tenant shall still be responsible for paying rent and complying with all other terms of this Lease. However, if Landlord is unable to give Tenant possession of the Premises at the beginning of the Lease Term for any reason, including construction, holdover, etc., Landlord shall not be in default hereunder nor be liable to Tenant for any type of damages as a result of such delay, and this Lease shall remain in force subject to the following:

- a. Rent shall be abated on a daily basis during such delay, and;
  - b. Tenant may terminate this Lease by giving written notice to Landlord upon at least five (5) days written notice to Landlord, whereupon Tenant shall be entitled only to a refund of the security deposit and any prepaid rent.
- Tenant's right of abatement or termination shall not apply to cleaning or repair delays or other inconvenience which did not prevent occupancy by Tenant.

## VII. DEFAULT

**12. FAILURE TO PAY RENT/DEFAULT.** Failure to pay any full installment of rent, or additional rent/fee, when due shall be considered a default under this Lease. If full amount of said default is not paid within five (5) days after written notice by Landlord of non-payment and of intention to terminate this Lease the Landlord may terminate this Lease. Upon termination, the Landlord shall be entitled to, possession of the Premises, any and all unpaid rent, additional rent/fee, and administrative charges, any damages sustained by the Landlord (including any real estate agent commission(s) and/or broker's fee(s)), Landlord's court costs and reasonable attorney's fees, and all other damages recoverable by law.

If Tenant shall neglect, fail, or refuse to perform or observe any of the conditions, covenants, or agreements or undertaking herein contained, other than the failure to pay rent when due, or if said Premises shall be deserted, abandoned, or vacated, then and in any of said cases, in addition to the other remedies therefore provided by law, the Landlord shall give written notice to Tenant specifying Tenant's acts or omissions hereunder and the Landlord may terminate this Lease upon a date not less than thirty (30) days after delivery of said notice. If Tenant's breach is not remedied within twenty-one (21) days of Tenant's receipt of said notice, the Lease shall terminate as provided in said notice. If the breach is remedied by repairs or the payment of damages or otherwise and Tenant adequately remedies the breach prior to the date specified in the notice, this Lease shall not terminate. If the breach is not remedied by Tenant, upon such termination, Landlord shall be entitled to immediate possession of the Premises, to any unpaid rent, additional rent, additional fee, administrative fee, all costs of enforcement, damages and injunctive relief for breach of this Lease, court costs, real estate commissions and/or broker's fees, court costs and reasonable attorney's fees. If Landlord terminates the Lease because of a breach/default by Tenant, the unpaid rent for the entire remaining Lease term shall become immediately due and payable.

**13. TRUTHFULNESS OF THE RENTAL APPLICATION.** The Tenant represents and warrants that the statements and information made and submitted by Tenant on 02/24/19, by Rental Application, which is made a part of this Lease, are material representations that have been relied upon by the Landlord as an inducement to rent the Premises to the Tenant. If any material fact(s) in the Rental Application is untrue or if the Premises are occupied by anyone other than Tenant and other persons as stated in the Rental Application, the Landlord shall have the right to immediately terminate this Lease, to hold the Tenant liable for any and all damages to the Premises, to exercise all legal and equitable rights and remedies including recovery of Landlord's reasonable attorney's fees, costs and other damages sustained by Landlord (including any real estate agent commission(s) and/or broker's fee(s)).

## VIII. MAINTENANCE/IMPROVEMENTS/UPKEEP

**14. LANDLORD MAINTENANCE.** Except as otherwise provided herein, Landlord shall maintain the Premises and appliances in good repair and tenantable condition as required by law.

**15. TENANT OBLIGATIONS/MAINTENANCE.** The Tenant shall be responsible for the following:

1. Complying with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
2. Keeping that part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permit;
3. Removing from the Premises all ashes, garbage, rubbish and other waste in a clean and safe manner;
4. Keeping all plumbing fixtures in the Premises as clean as their condition permits;
5. Using in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances. Said facilities and appliances shall be used in a safe and reasonable manner and so as not to overload any system;
6. Not deliberately or negligently destroying, defacing, damaging, impairing or removing any part of the Premises or permitting any person to do so whether known by the Tenant or not;
7. Conducting himself, and requiring other persons on the Premises with Tenant's consent whether known by Tenant or not to conduct themselves, in a manner that will not disturb Tenant's neighbors' peaceful enjoyment of their property;
8. Abiding by all reasonable rules and regulations imposed by the Landlord as well as abiding by all Homeowner's Association and/or Condominium rules and regulations relating to the Premises;
9. Not removing or tampering with a properly functioning smoke detector, including removing any working batteries, so as to render the smoke detector inoperative;
10. Unstopping and/or cleaning any and all clogged plumbing and/or drain lines, except where tree roots or collapsed sewer lines are the cause of said stoppage or clog;
11. Tenant shall systematically and regularly inspect the Premises to insure that it is being maintained and in good condition and that all systems (including, but not limited to: all appliances, sump pumps etc.) are working properly. Tenant shall specifically inspect and look for any roof leaks and water intrusion during and after any storm, heavy rain or power outage;
12. Promptly reporting to the Landlord any defect, damage, malfunction or breakage. This provision does not obligate the Landlord to repair or correct such defects, breakage, malfunction or damage. Tenant acknowledges and agrees that any and all repairs, service and/or maintenance to the Premises must first be authorized by Landlord. If Tenant conducts or authorizes any repairs, service and/or maintenance to the Premises without the prior written consent of Landlord, Tenant shall be solely responsible for any and all costs associated with said unauthorized repairs, service and/or maintenance;
13. Taking appropriate measures to prevent plumbing at the Premises from freezing. In the event the plumbing at the Premises is frozen or obstructed the Tenant shall pay immediately the cost of repairing frozen pipes or clearing such obstruction and any additional costs associated with the repair and/or replacement (i.e., drywall, plaster, carpet damages, etc.);
14. Furnishing and replacing faucet washers as needed and changing of furnace filters at least once every two (2) months.

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15. Clearing stoppage of all drains and toilets and maintaining caulking around tubs and showers; maintenance of all carpeting and flooring in a clean and safe condition; replacement and payment for glass and screen breakage and repair.

16. Maintaining in good and safe working order any and all fireplaces and chimneys in the Premises and keeping such fireplaces and chimneys clean and free of ash and cinders. Tenant shall have all chimneys cleaned by a professional chimney sweep company acceptable to Landlord prior to the termination of this Lease and provide Landlord proof of such cleaning and payment at the time of vacating the Premises.

17. Tenant acknowledges that it is necessary to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, accessible ducts, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises. Tenant agrees to immediately report to Landlord in writing (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, shed, garage, attic, crawlspace, or other area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the plumbing, heating, ventilation, air conditioning systems or laundry systems in the Premises; and (iv) any inoperable doors or windows. Landlord neither guarantees against, nor accepts any liability for, conditions existing, or which may exist on or about the Premises (including, but not limited to, dust, mold, or other irritants), unless the responsibility for the treatment or elimination of such conditions is either specifically stated in this Lease or required by applicable laws.

18. Taking all necessary measures to ensure that cooking odors do not remain within the Premises longer than twelve hours after the preparation of a meal.

19. Maintaining in a good, safe and proper order any hot tubs, pools, lawn sprinkler systems and septic system serving the Premises.

20. Maintain in good, safe and proper order any well and water conditioner(s) serving the Premises.

**16. ALTERATIONS AND REDECORATING.** Tenant shall not, without prior written consent from Landlord, remodel or make any structural change, alterations, additions, or decorations to the Premises. The Tenant is required to submit a written request, including any plans for restoration, to the Landlord and obtain Landlord's written consent prior to any of the following:

1. Remodeling, making any structural change, alteration, addition, or decoration, including wallpapering and/or painting of the Premises;

2. Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hanger nails which are permitted);

3. Affixing any object containing any adhesive backing to any surface in the Premises;

4. Attaching plant hooks to the ceiling;

5. Re-keying locks and installing additional locks. The Tenant must provide the Landlord with a duplicate of all keys and instructions on how to operate all locks and/or devices. The Tenant shall notify the Landlord in writing as to the Tenant's intent to remove all such devices and Tenant shall be fully responsible for any resulting damage upon such removal and Tenant shall be fully responsible for restoring Premises to its original condition;

6. Installing, removing or exchanging appliances or equipment, including but not limited to: air conditioning, heating, refrigeration, TV antennas, wood burning stoves, fireplace inserts, kerosene heaters, satellite dishes, washers or dryers.

**17. TENANT INSURANCE.** The Tenant shall not act nor permit others to act in a manner, which shall adversely affect, increase the cost of, or result in the cancellation of any fire or other insurance policy covering the Premises. If Tenant's use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant shall pay such increase and such increase shall be deemed additional rent hereunder. Tenant shall obtain and maintain during the Lease Term, including any extension, renewal, or holdover term, liability insurance against all claims on account of personal injury, personal property damage for which Tenant may, as a result of use or occupancy of the Premises and of any facilities or common elements of any homeowner's association and/or condominium association relating to the Premises become liable with limits of not less than (a) \$100,000 with respect to bodily injury to or death to any one person, (b) \$300,000 with respect to bodily injury to or death of any number of persons arising out of any occurrence, and (c) \$25,000 per occurrence with respect to any instance of property damage. Tenant shall provide Landlord with evidence of such insurance within ten (10) days of taking possession of the Premises.

In addition to the foregoing insurance, Tenant shall purchase and continuously maintain during the Lease term and any extensions, renewals and hold-over periods, a renter's/tenant's insurance policy which includes coverage for Tenant's personal property and possessions. Tenant shall provide proof of said insurance coverage by delivering a copy of said insurance policy to Landlord prior to taking occupancy of the Premises and shall promptly provide Landlord with a copy of any renewal, extensions or termination notices relating to such insurance coverage. All insurance maintained by Tenant shall be with an insurance carrier fully licensed with the Commonwealth of Virginia.

**18. TENANT RESPONSIBLE FOR ALL UTILITIES.** The Tenant shall place and maintain all separately metered or billed utilities in the Tenant's name and shall promptly pay all such utility bills during the entire Lease Term and any extensions thereof, as the bills become due. On or before move-in, Tenant shall be responsible for notifying the appropriate utility companies for the purpose of placing said utilities in Tenant's name. In addition, Tenant agrees to purchase all heating oil for the heating system if applicable. Tenant shall provide evidence of final payment of all utilities before the security deposit shall be disbursed.

**19. PEST CONTROL.** The Tenant is responsible for keeping the premises free of all insects, bugs, pests and rodents and to pay for all pest and rodent control services.

**20. YARD UPKEEP.** Tenant shall keep lawn and shrubbery in a clipped and trim condition. Tenant shall also care for and remove weeds from any and all flowerbeds and planting areas and to remove any and all fallen limbs and other yard debris. Tenant shall keep all gutters and downspouts clean, clear and unobstructed. Should Landlord at its sole and absolute discretion determine that Tenant is maintaining the foregoing unsatisfactorily, Landlord shall provide written notice describing the unsatisfactory conditions and directing Tenant to remedy said conditions within ten (10) days. If Tenant fails to remedy said conditions within said time period, Landlord may at its sole discretion proceed to remedy said conditions in any method deemed most expedient by Landlord. Tenant shall promptly reimburse Landlord for all costs and expenses associated with remedying said conditions.

**21. SMOKE DETECTORS-BATTERIES.** Landlord certifies that smoke detector(s) have been installed in the Premises. It shall be the sole responsibility of the Tenant to check smoke detector(s) periodically during the tenancy, replace batteries as necessary and to keep the smoke detector(s) in proper working condition and to report any malfunctions in the smoke detector(s) to the Landlord in writing. The Landlord assumes no responsibility or liability for any malfunctions or misuse of smoke detector(s) by the Tenant, which result in personal injury, death or damage to personal property or the Premises.

**22. CHECK IN/CHECK OUT.** Tenant has inspected the Premises. Tenant acknowledges that the Premises are free of any visible evidence of mold and that it is in good order and repair and that Tenant takes the Premises "As Is". Within five (5) days after occupancy of Premises, Landlord shall submit a written report to the Tenant, for his safekeeping, itemizing the condition and/or damages of the Premises existing at the time of the occupancy, which report shall be deemed correct unless the Tenant objects thereto and submits in writing any changes, clarifications or additions within five (5) days after receipt thereof. The Landlord and Tenant agree that any representations as to the condition of the Premises and promises to decorate, alter, repair, or improve the Premises must be in writing to be enforceable. Tenant shall provide written request to be present for a check out inspection to

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Landlord at least (10) days prior to Tenant's intended check out date. Provided said written notice is received, the Tenant has the right to be present at and Landlord shall make a reasonable effort to advise Tenant of the time and date of the checkout inspection. Said inspection of dwelling unit is for the purpose of determining the amount of Security Deposit and any additional deposit to be returned. Landlord shall have the sole discretion in determining the time of the checkout inspection. If check out inspection is attempted and, at the sole discretion of the inspector, the property is found to be not ready for inspection and rescheduling is necessary, then Tenant shall be charged \$100 reschedule fee.

**23. BURGLARY PREVENTION, CARBON MONOXIDE AND FIRE DETECTION DEVICES.** The Tenant may install burglary prevention, carbon monoxide detection devices and/or fire detection devices provided the installation does no permanent damage to the Premises and Tenant provides advance written notice to Landlord of his intent to install any such devices. If installed, the Tenant shall provide the Landlord with keys and instructions on how to operate said devices. If so requested by the Landlord, the Tenant agrees to remove the devices and repair any damage upon termination of tenancy. If the Premises contain a security system or burglary protection device, any such system or device is the sole responsibility of Tenant to test, inspect, maintain, repair and monitor. Landlord makes no representations or warranties of any kind whatsoever as to the fitness, condition, operation or suitability of any such system or device.

**24. EXTERIOR FIXTURES.** Tenant agrees not to attach outside antennas, basketball goals, satellite dishes or any other fixtures to the Premises' exterior without the Landlord's written permission and prior written permission from any homeowner's association and/or condominium where necessary.

**25. RENTAL IMPROVEMENTS.** Based on the present rental rate no additional improvements will be made to the Premises and Tenant accepts the premises as it is at time of move-in. Tenant certifies that Landlord has made no promises or representations to improve the Premises from its present condition.

**26. SNOW/ICE.** Tenant shall keep all walkways, steps, stairs, decks, driveways, patios as well as the sidewalk in front of the Premises clear from snow and ice. Snow/ice shall not be left unattended for more than twelve (12) hours. Tenant shall be solely responsible for the full cost of any damage caused by Tenant's use of snow removal equipment, chemicals and/or salt.

## IX. RENTAL RULES

**27. TENANT RESPONSIBLE FOR OTHER TENANTS AND GUESTS.** Violation of this Lease by Tenant, Tenant's guests or other occupants shall be considered a violation by all Tenants.

**28. ACCESS TO THE PREMISES.** The Landlord and/or Landlord's designated agent(s) and representative(s) shall have the right to enter the Premises to inspect it, make repairs or improvements, supply services, make necessary or agreed upon repairs, decorations, alternations or improvements, or show the Premises to other prospective tenants or buyers. The Landlord shall give the Tenant reasonable advance notice of his intent to enter, and will enter only at reasonable times unless Landlord is responding to a maintenance or repair issues raised by Tenant. Tenant does not have the right to be present when Landlord and/or Landlord's designated agent(s) and representatives(s) access the Premises. In case of emergency or when it is impractical to give notice or in the case where the Premises have been vacated, abandoned, or surrendered by the tenant, Landlord or Landlord's designated agent(s) and representative(s) may enter without consent or prior notice.

Tenant acknowledges and agrees that reasonable notice to Tenant for purpose of access to the Premises shall be deemed to be a phone call not less than one (1) hour prior to actual access for non-emergency repairs and for routine and non-emergency inspections. This notice does not apply during Advertising period. See paragraph 29 for clarification.

Should it become necessary to make repairs or to decorate the Premises, Landlord, whenever possible, shall make arrangements for contracted workers to coordinate with Tenant the time and date when workers may enter the Premises in order to accomplish the work. It then shall be the Tenant's responsibility to insure that these workers have access to the Premises at a time and date convenient to both Tenant and workers; and that this time and date should be during the regular business hours of the firm doing the work. Tenant hereby covenants and agrees to complete any forms required by the Rules and Regulations and/or any Association Documents and to give Landlord permanent authorized admittances to the Premises throughout the Lease Term and any renewal, extension, or holdover term. If Tenant does not keep any scheduled maintenance appointment, or fails to allow access during regular business hours for purposes of accomplishing any of the above referenced objectives, Tenant shall bear any additional expenses incurred by Landlord as a result of Tenant's failure to keep the appointment of Tenant's denial of access to the Premises to Landlord.

The Landlord may take legal action to compel access or may immediately terminate this Lease should Tenant refuse lawful access. In either case, the Landlord may recover actual damages sustained and Landlord's reasonable attorney's fees.

**29. ADVERTISING, "FOR SALE" OR "FOR RENT" SIGNS.** Landlord and Landlord's authorized agents and representatives shall be entitled to place a "For Sale" sign(s) upon the Premises and/or a real estate agents lockbox/key-safe and to enter and show the Premises to prospective purchasers at any time during the Lease Term. In addition, the Landlord and Landlord's authorized agents and representatives shall be entitled to place a "For Rent" sign upon the Premises and/or a real estate agents lockbox/key-safe and to enter and show the Premises to prospective tenants and/or purchasers at any time between the hours of 10:00 a.m. and 8:00 p.m. during the 60 days prior to the end of the Lease Term or any time after notice of termination of this Lease by Landlord or Tenant. The Tenant acknowledges and agrees that reasonable notice to Tenant to access the Premises to show it to prospective tenants and/or purchasers shall be deemed to be a courtesy telephone call or voice-mail message from a real estate agent to announce the approximate showing time. Should said agent(s), through reasonable efforts, be unable to contact Tenant, then said agent(s) may proceed to show the Premises via access through the lockbox/key-safe at any time between the hours of 10:00 a.m. and 8:00 p.m.

**30. PETS.** If this Lease permits Tenant to have pet(s) then Tenant agrees to pay a \$250 non-refundable pet fee in addition to a refundable pet deposit as outlined in pet addendum. Both pet fee and pet deposit shall be paid prior to occupancy. The Tenant and/or Tenant's guests shall not keep pets on the Premises without the prior written consent of Landlord. Should this written consent be granted, the Tenant acknowledges that Landlord's consent is conditional for so long as there are no bona fide complaints involving Tenant's or Tenant's guest's pet(s). Landlord may rescind such consent in the sole and absolute discretion of Landlord if the Tenant does not comply with Rules and Regulations of this Lease and/or local ordinances. The Tenant assumes all liability and responsibility for any and all damages and/or injuries caused by such pet(s) including, but not limited to, the cost of having all carpeting professionally cleaned and deodorized, the cost of having the carpeting and/or padding repaired or replaced if condition of such is not acceptable to Landlord, and the cost of having the Premises de-fleaed and de-ticked by a professional exterminator at the termination of the tenancy and Tenant shall provide paid receipts evidencing such professional services. Written consent shall be executed by a separate pet addendum. Tenant is responsible for and agrees to maintain such pet(s) for so long as permitted by this Lease and in full compliance with the Association Documents and the Rules and Regulations. Under no circumstances shall Tenant be permitted to keep, board or house, even temporarily, any pet not prior approved by Landlord. Said pet approval, if any, shall be at the Landlords sole discretion as to the kind, breed, number and gender.

**31. VEHICLE PARKING, TRAILERS, BOATS, ETC.** Tenant shall not park, store or otherwise keep at or on any portion of the Premises a boat, camper, trailer, recreational vehicle or commercial vehicle of any size, nature or kind. Tenant shall park any

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and all motorized vehicles and parts thereof in the driveway. Tenant shall not leave any motorized vehicle jacked up, elevated on blocks, or otherwise unusable or disassembled for a period longer than 12 hours. Tenant shall hold Landlord harmless and indemnify Landlord for any damage caused as a result of said "jacking up, elevation, blocking" or other motor vehicle repair and storage activity performed by the Tenant, Tenant's agents, guests and/or employees. Tenant shall be solely responsible for said activities and any resultant injury or damage to Tenant or any other party that results from said activity. Additionally, all of tenants or their visitors' vehicles parked at the Premises must be licensed with current county/city and state required tags, plates and registration.

**32. COMPLIANCE WITH ASSOCIATION DOCUMENTS OR SIMILAR AUTHORITY.** Tenant's right to use and occupy the Premises shall be subject to and subordinate in all respects to the provisions of the applicable "Owners' Association" (which term as used herein shall include condominium unit owners' associations, corporate associations, homeowner's associations, or other similar authorities) covenants, rules and regulations, and, if a condominium to the Declaration and Bylaws of any Condominium or Owner's Association (collectively referred to as "Association Documents") and to such Rules and Regulations as the Board of Directors of the Owners' Association may from time to time promulgate (collectively referred to as "Rules and Regulations"). Failure to comply with the provisions of the Association Documents or Rules and Regulations shall constitute a material breach of this Lease. This Lease grants Tenant a leasehold interest in the Premises for the Lease Term specified, together with a license granting to Tenant Landlord's rights, if any, to use the common elements and common facilities of the Owners' Association (excluding, without limitation, membership rights in the Owners' Association), for such Lease Term, provided, however, that Tenant and Tenant's family, permittees, licensees, employees, and agents exercise such license in accordance with the provisions of the Association Documents and Rules and Regulations. Upon Tenant's request and on behalf of Tenant, Landlord agrees to obtain from the Owners' Association, all services to which Landlord is entitled as owner of the Premises. Tenant shall abide by all Rules and Regulations of the **ParcReston Condominium Unit Owner's Association**. Failure to comply with the provisions of the Association Documents and/or Rules and Regulations shall constitute a breach of this Lease. If the Premises are part of a condominium, the Tenant shall pay all fines and/or assessments imposed by the Condominium Owners' Association for failure of Tenant to comply with the Rules and Regulations of the Condominium Owners' Association. Said fines and/or assessments shall be considered additional rent. All costs incurred to cure such a breach shall be paid by the Tenant including recovery of Landlord's attorney's fees incurred as a result of said breach

**33. NO SMOKING.** No smoking shall be permitted anywhere within the interior of the premises. Tenant shall be solely responsible for the costs of any and all damage caused by the use of tobacco products of any kind by either Tenant and/or Tenant's guests or other occupants of the premises.

#### X. MOVE OUT

**34. MOVE OUT.** Prior to vacating the Premises whether at the end of the Lease term or earlier termination, abandonment or surrender of the Premises, the Tenant shall:

A. Have carpets cleaned by a professional company, which is acceptable to the Landlord, and provide a paid receipt to Landlord.

B. Have the Premises professionally treated for fleas and ticks if pets have been present and provide a paid receipt to Landlord.

C. Eliminate any other household pests from the interior of the Premises, including but not limited to fleas, ticks, roaches, silverfish, ants, crickets and rodents.

D. Return all keys and documents provided by Landlord by 5:00 p.m. on the last day of the tenancy. If Tenant fails to timely return all keys to the Premises, Landlord may have the locks change and/or re-keyed and Tenant shall be responsible for a minimum charge of \$150.00 to cover the cost of changing and/or re-keying locks to the Premises.

E. Insure that the Premises are thoroughly cleaned including the cleaning of all windows, inside and out. Said cleaning is to be determined satisfactory at the sole discretion of Landlord. Should Tenant fail to clean said windows to the satisfaction of Landlord, Landlord reserves the right to hire a third party to properly clean said windows and Tenant agrees to immediately reimburse and pay Landlord for said expense upon timely notice from Landlord. Tenant acknowledges and agrees to hold Landlord harmless and indemnify said party against all costs in connection herewith.

F. Insure that the Premises are free of all odors associated with cooking and the processing and storage of food and spices within the Premises.

G. If the Premises has a fireplace, inspecting and cleaning by a licensed and certified chimney sweep is required at Tenant's sole cost and expense. A copy of said inspection should be provided upon completion of each cleaning to Landlord. Proof of said inspection and cleaning shall be required at the check-out inspection. Said proof of inspection/cleaning shall not be accepted if the date of said inspection/cleaning is more than one (1) month prior to the date of Lease termination. If Tenant fails to provide written proof of said inspection/cleaning at termination of the Lease, Landlord shall have an inspection/cleaning performed at Tenants sole cost and expense. Not applicable to gas fire places.

H. A \$100 administrative fee will be charged to Tenant for any of the move out responsibilities not completed satisfactorily by Tenant prior to lease expiration.

**35. MILITARY TRANSFER OF TENANT.** If Tenant is 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, Tenant may terminate this lease pursuant to Va. Code § 55-248.21:1 if Tenant is qualified to terminate a rental agreement pursuant to subsection A of Va. Code § 55-248.21:1. If Tenant qualifies to terminate this rental agreement, Tenant shall do so by serving on the Landlord a written notice of termination to be effective on a date stated therein, such date to be not less than 30 days after the first date on which the next rental payment is due and payable after the date on which the written notice is given. The termination date shall be no more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Prior to the terminate date, Tenant shall furnish Landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from the tenant's commanding officer.

#### XI. MISCELLANEOUS

**36. DEATH OF TENANT OR LANDLORD.** If the Landlord or Tenant, husband or wife, should die during the Lease Term, the surviving spouse or the estate of the decedent may terminate this Lease by giving thirty (30) days' written notice to the other parties hereto. This right of termination of Lease must be exercised within ninety (90) days following the death of the party hereto.

**37. NOTICE DELIVERY.** Tenant agrees to pay the landlord a service charge of Twelve Dollars (\$12.00) for each Tenant executing this Lease if it is necessary to deliver notice to Tenant of a violation of the Lease (for example, Five Day Notice to Pay or Vacate). All charges for notice shall be considered and treated as administrative costs.

**38. LEAD-BASED PAINT WARNING.** A. Housing built before 1978 may contain lead-based paint. The Premises [ was; was not] built before 1978. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

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B. If the Premises was built before 1978, Tenant acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead in Your Home". If applicable, the attached Disclosure and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards shall be made a part of this Lease.

**39. ATTORNEYS' FEES, AND SEVERABILITY.** A. Tenant shall pay all costs, expenses, fees, and charges incurred by the Landlord in enforcing, by legal action or otherwise, any of the provisions of this Lease, including the payment of reasonable attorneys' fees.

B. No waiver of any breach of any provision contained in this Lease, or compromise or settlement relating to such a breach shall operate as a waiver of the provision itself, or any subsequent breach.

**40. NO ORAL AGREEMENTS.** The agreements contained in this Lease set forth the entire understanding of the parties and shall not be changed or terminated orally. This Lease may be changed only by an agreement in writing, which is signed by both the Landlord and Tenant.

**41. PARAGRAPH HEADINGS.** The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and reference only. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they pertain.

**42. FUTURE LAW CHANGES.** Should any provision of this Lease conflict with new laws and be found to be invalid or unenforceable, those provisions are severable. The remainder of this Lease shall not be affected thereby and each term and provision herein shall be valid and remain in force to the fullest extent permitted by law.

**43. TENANT'S WAIVER OF HOMESTEAD EXEMPTION.** The Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to Tenant's obligations of this Lease.

**44. NOTICE.** Any Notice provided for or permitted by this Lease to be given by one party or the other shall be deemed given for all purposes if mailed as certified United States mail, return receipt requested, addressed to the party to be notified or delivered personally in hand, and shall be deemed to have been given on the date of such mailing or personal delivery. In addition, Landlord, or Landlord's representative, may have the option of giving notice to Tenant by firmly affixing it to the front door of the Premises. All notices from the Tenant to the Landlord shall be in writing and delivered to the location where rent is to be paid. All notices by Landlord to Tenant shall be delivered to the Premises address or wherever Tenant may be found. If more than one Tenant signs this Lease, written notice to or from one Tenant shall be considered notice to or from all Tenants.

**45. TENANT BANKRUPTCY.** 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 thirty (30) days written notice and the Premises shall be surrendered to the Landlord, who hereby reserves the right to reenter and repossess the Premises.

**46. TRANSFER OF LANDLORD.** It is agreed that if the Landlord or Landlord's spouse is transferred back to the Washington Metropolitan area by his/her employer or otherwise accepts employment in the Washington Metropolitan area or is discharged from active duty with the Armed Forces of the United States or from full-time duty or technician status with the Virginia National Guard, the Landlord shall have the right to terminate this Lease by giving Tenant at least sixty (60) days' Notice in writing whereupon the Tenant shall vacate and surrender possession of the Premises to the Landlord within the termination time period.

**47. SUBORDINATION.** This Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting the Premises or the buildings in which the Premises are located. Although the subordination provision of this section shall be deemed automatic, the Tenant shall, within 5 days after the request, execute any and all instruments requested by the Landlord to evidence such subordination. If the Tenant fails to do so, the Tenant irrevocably appoints the Landlord, as the Tenant's attorney-in-fact to execute such instruments for and on behalf of the Tenant.

**48. COPY OF LEASE AGREEMENT.** The Landlord and Tenant agree that a photocopy of this Lease shall be treated as an original by any Court of law or arbitrator and that Landlord shall be entitled to recover his reasonable attorney's fees incurred as a result of Tenant's breach by presenting either the original or a photocopy of this Lease to a Court or arbitrator in any proceeding arising from this Lease. Omission of initials on any page of this Lease shall not invalidate this Lease.

**49. CONDEMNATION/EMINENT DOMAIN.** In the event that the Premises or any part of the Premises is taken by any authority exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by the condemning authority. The Tenant waives all claims against Landlord or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award which the Landlord may receive, hereby quitclaiming all interest in such award to the Landlord.

**50. WAIVER.** Failure of Landlord to complain of any act or omission of the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of his rights hereunder. No waiver by Landlord at any time, express or implied, of any breach or any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require Landlord's consent or approval, Landlord's consent or approval of such action on any one occasion shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying such check that such lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept such check without prejudice to recover the balance due or pursue any other remedy. Any and all rights and remedies which Landlord may have under this Lease or by operation of law, either at law or in equity, upon any breach shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by Landlord or not, shall be deemed to be in exclusion of other, any two or more or all of such rights and remedies being exercisable at the same time.

**51. WAIVER OF TRIAL BY JURY.** Tenant and Landlord each hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against the other on any matters arising out of or in any way connected with this Lease, the relationship of landlord and tenant and/or Tenant's use or occupancy of the Premises.

**52. NO RECORDATION.** This Lease shall not be recorded in any land records maintained by any jurisdiction by Tenant.

**53. MOVE-IN FEE.** If required, Tenant agrees to pay a nonrefundable move-in fee to the Owners' Association.

**54. LANDLORD/IRS RELATIONSHIP.** Landlord affirms that he is not a nonresident alien individual, foreign partnership, or a non-U.S. corporation and that no withholding is required of any portion of the rent or other monies due him hereunder as provided for in the Internal Revenue Code.

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**55. REMOVAL OF PROPERTY.** Tenant shall not remove, nor attempt to remove, any of Tenant's personal property (or properties) at the Premises while there yet remains due and owing any amounts hereunder; and if the Tenant shall attempt to remove said personal property, then, in such event, the Landlord is hereby empowered to have the property forthwith seized and detained until Tenant pays Landlord fully such amounts as shall be due under the terms of the Lease.

**56. AGREEMENT UNDERSTANDING.** Tenant acknowledges that Tenant has read and understands this Lease including all of Tenant's covenants and obligations.

**57. LIENS UPON THE PREMISES.** The Tenant shall not create or permit any lien upon the Premises or Tenant's interest in this Lease.

**58. TELEPHONE NUMBERS.** The Tenant shall provide the Landlord with current home, work and cellular telephone numbers and email address.

**59. ABANDONMENT OR ABSENCE BY TENANT.** The Tenant shall notify the Landlord in writing if the Tenant intends to be absent from the Premises for more than 7 days.

**60. POSTING OF SIGNS.** No signs, advertisements, or notices shall be printed or affixed upon any part of the Premises outside or inside, nor shall any article be suspended outside the Premises without the prior written consent of Landlord.

**61. COMPENSATION ON THE SALE OR EXCHANGE.** Should Tenant or Tenant's heirs or assigns purchase said Premises during the original Lease Term, or any extension, renewal, or holdover term, or within **Three (3)** months following the termination thereof, Landlord shall pay to **Purvis Property Management, Inc** a compensation of **6%** of the sales price and instructs the party conducting the settlement to deduct the same from the proceeds of sale and disburse **6%** to **Purvis Property Management, Inc.** This paragraph is not to be interpreted as giving the Tenant a right, privilege, or option to purchase said Premises.

**62. DIPLOMATIC IMMUNITY.** If Tenant is not a United States citizen and is a member of a diplomatic mission or staff, any and all civil diplomatic immunity with regard to the terms, conditions and covenants of this Lease is hereby expressly waived. Tenant hereby expressly waives any laws which confer immunity against any judgment for possession of the Premises or judgment for rents or damages for breach of this Lease.

**63. GENDER.** Feminine or neuter pronouns shall be substituted for the masculine form, and the plural shall be substituted for the singular number, in any place or place herein in which the context may require such substitution or substitutions.

**64. APPOINTMENT OF RESIDENTIAL AGENT BY NONRESIDENT LANDLORD.** Any nonresident person of Virginia who owns and leases residential or commercial real property consisting of four (4) or more units within a county or city in Virginia shall have and continuously maintain an agent who is a resident of Virginia and maintains a business office within the Commonwealth of Virginia. Landlord designates **NA** as his "Resident" agent, whose office address is **NA**.

**65. EXEMPTION FROM THE VIRGINIA RESIDENTIAL LANDLORD AND TENANT ACT.** This Lease relates to a condition, which is exempt from the Virginia Residential Landlord, and Tenant Act and all parties agree that this tenancy is exempt from said Act.

**66. PERSONAL PROPERTY ON PREMISES AT TENANT'S RISK.** No rights of storage are given by this Lease. Landlord will not be liable for any loss of Tenant's property caused by including but not limited to fire, flood or theft. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees. All of Tenant's personal property located or stored at the Premises shall be located or stored at the Tenant's sole risk. Tenant shall indemnify and hold harmless Landlord from and against any loss or damage to such personal property arising out of any cause whatsoever. Landlord shall not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises sustained by Tenant or any person claiming through Tenant.

**67. LANDLORD WITHOUT LIABILITY.** Landlord shall not be liable for any injury or damage to persons or personal property either caused by or resulting from falling plaster, dampness, overflow, or leakage upon or in the Premises, of water, rain, snow, ice sewage, steam, gas or electricity, or any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of pipes, nor for any injury or damage from any other causes or negligence of Landlord, his agents, or employees and Tenant shall give prompt notice to, Landlord and the Owner's Association of any of the foregoing occurrences, however caused.

**68. ABANDONED PROPERTY.** Any property which is left at the Premises after the expiration of the Lease Term or earlier termination of the tenancy shall be considered to be abandoned by the Tenant or other owner and shall, at Landlord's option, become Landlord's property and Landlord may dispose of it and/or throw it away, without any liability to Tenant, or owner of property left within the Premises, all at the expense of the Tenant.

**69. DESTRUCTION BY CASUALTY.** In the event of damage by fire, enemy action or other casualty to the Premises, the Landlord, at its option (i) may repair such damage within a reasonable time after written notice or such damage from the Tenant, or (ii) may terminate this Lease by written notice to the Tenant. If the Premises or any part of it is damaged by fire or casualty to such extent that the enjoyment of the Premises is substantially impaired, the Tenant may immediately vacate the premises and notify the Landlord in writing within 14 days after such vacation of the intention of the Tenant to terminate this Lease, in which case this Lease shall terminate as of the date of vacation. If, however, the damage to the Premises by fire or casualty is caused by the act or omission of the Tenant, or the agents, servants, employees, visitors, or licensees of the Tenant, the Tenant shall have no right to terminate this Lease, and the Tenant shall be liable for the rent during the unexpired term of this Lease, without abatement, unless the Landlord elects to terminate this Lease.

**70. INTEREST ON SECURITY DEPOSIT.** The Tenant acknowledges and agrees that if the Managing Agent holds the Security Deposit or any additional deposit(s), that Managing Agent may from time to time receive income generated from placement of Tenant's Security Deposit and /Additional Deposit(s) in an interest bearing escrow account and such interest shall accrue to the benefit of Managing Agent, and neither Landlord nor Tenant shall make any claims thereto.

**71. EARLY TERMINATION OF OCCUPANCY.** The Tenant is bound to fulfill all terms, covenants and conditions of this Lease until the Lease Term expires. If Tenant vacates or abandons the Premises prior to the expiration of the Lease Term of any extension thereof, the Tenant shall not be released from liability for rent, additional rent, late fees, damages and other charges due under this Lease unless the Landlord agrees in writing to release the Tenant from such liability. Should Landlord elect to re-enter for the purpose of attempting to relet the Premises or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises for such term (which may be greater or less than the period which would otherwise have constituted the balance of the Lease Term or any extension

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thereof) and on such conditions and upon such other terms as Landlord, in its sole discretion, may determine, and Landlord may collect and receive the rent. Landlord will in no way be responsible or liable for any failure to relet the Premises or for any failure to collect any rent due upon such reletting. No such re-entry or taking possession of the Premises by Landlord shall be construed as an acceptance of Tenant's surrender of the Premises or an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord under this paragraph or under any unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such re-entry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice. If Landlord elects to take possession and attempt to relet, the Tenant shall pay to Landlord all monthly rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less expenses in connection with such reletting of the Premises after deducting all Landlord's expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, real estate agent's commissions, Managing Agent's commissions, reasonable attorney's fees, expenses of Landlord and any property manager, Managing Agent or agent, alteration, painting and repair costs, and expenses of preparation for such reletting. Tenant shall pay such rent and other sums to Landlord monthly on the day on which the rent would have been payable under this Lease if possession had not been retaken, and Landlord will be entitled to receive such Rent and other sums from Tenant on each such day.

**72. ADDITIONAL TERMS** \*Neither trampolines nor swimming pools of any kind are permitted at the property.  
\*\*Landlords signature below confirms that they are not behind in mortgage loan(s) payments and that they will IMMEDIATELY notify PPML in writing should they fall behind in payments as this may cause any leases to become void.  
\*\*\* Tenant acknowledges review of Tenant related charges as outlined at [www.purvispropertymanagement.com](http://www.purvispropertymanagement.com).

**THIS IS A BINDING LEGAL DOCUMENT, READ ENTIRE LEASE, AND ANY ADDENDA ATTACHED HERETO, CAREFULLY BEFORE SIGNING BELOW AND INITIALING ALL PAGES ATTACHED HERETO.**

**THE SUBMISSION OF THIS LEASE FOR EXAMINATION DOES NOT CONSTITUTE A RESERVATION OF OR OPTION FOR THE PREMISES OR ANY OTHER PROPERTY OF LANDLORD. THIS LEASE SHALL BECOME EFFECTIVE ONLY UPON THE EXECUTION OF LANDLORD.**

The undersigned agrees to all the terms of this Lease:

WITNESS the following signatures:

LANDLORD (S)

TENANT (S)

(Date) \_\_\_\_\_ (Seal)

