

RESIDENTIAL LEASE AGREEMENT

(This is a legally binding contract. If not understood, seek competent advice before signing. This Dwelling Unit will be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status, handicap, or elderliness in compliance with all applicable federal, state, and local fair housing laws and regulations.)

DATE: **January 21, 2024**

THIS LEASE AGREEMENT (the "Lease") by and between: _____

Anthony Stephen Dalton (Landlord/Manager);

Dalton Properties, LLC, 4301 Cutshaw Ave., Richmond, VA 23230, and/or assigns, Listing/Managing Broker

_____ (Tenant(s)).

The Listing/Managing Broker is sometimes hereinafter referred to as "Agent" and represents the Landlord.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Landlord and Tenant(s) agree as follows:

1) SUMMARY OF LEASE TERMS:

a. Address of Dwelling Unit: 119 S. Cherry St., Richmond, VA 23230

b. Term

- i. Term of Lease Begins on: **July 1, 2024 at 12:00 Noon**
- ii. Lease Term Ends on: **June 25, 2025 at 12:00 Noon**
- iii. Length of Term is: **Twelve (12) months**

c. Rent

- i. Monthly Rent: **\$3,400.00** (which may be increased pursuant to the terms of this Lease)
- ii. Pet Rent, if applicable: **\$0.00**
- iii. Total Monthly Rent: **\$3,400.00**
- iv. Total Rent Due for initial full Term: **Forty Thousand Eight Hundred Dollars (\$40,800.00)**

d. Monies Received from Tenant(s) as follows:

- i. Prorated Rent (for period from 00/00/00 to 00/00/00): **\$n/a**
- ii. Non-Refundable Application Fee: **\$400.00**
- iii. Non-Refundable Pet Fee, if applicable: **\$0.00**
- iv. Security Deposit: **\$3,400.00**
 - 1. Security Deposit: **\$3,400.00** (Deposited with Landlord Agent)
 - 2. Pet Deposit \$000.00 is included within the Security Deposit (Deposited with Landlord Agent)

e. Late Fee: 10% of the gross monthly rent

f. Non-Compliance Fee: \$150.00

g. Returned Check Handling Charge: \$50.00

h. Monthly Rent to be paid at location at the address specified above. Checks, money orders or Venmo (@Tony-Dalton-8, Venmo charges a Goods and Services fee of 1.9% +\$0.10 of the transaction which must be included if you send your rent via Venmo.) should be made payable to Dalton Properties, LLC and/or its assigns with the street address of Dwelling Unit on check.

i. Appliances/Personal Property Provided: washer/dryer, garbage disposal, dishwasher, range, refrigerator, central air and 6 ceiling fans. **All appliances are in working order.**

j. Occupancy of the Dwelling Unit shall be limited to only the above named Tenant(s) and the following named occupants:

i. n/a

k. Utilities included in rent: No utilities are included. Lessee to pay water, gas, electric and internet.

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

2) SECURITY DEPOSIT

- a. Tenant(s) hereby have deposited the sum specified herein as a security deposit to secure a complete and faithful performance by Tenants(s) of all the terms and conditions of this Lease and of the obligations imposed on Tenant(s) by Title 55, Chapter 13.2, Code of Virginia (1950), as amended of the Virginia Residential Landlord Tenant Act, hereinafter referred to as the VRLTA.
- b. **Deposition.** Pursuant to the VRLTA, Landlord may apply all or part of the security deposit to the payment of accrued rent and the amount of any damages which have been suffered, including but not limited to, physical damages, including attorneys' fees and costs. It is Landlord's policy to apply security deposits to non-rent items first, and then to any unpaid rent. Within forty-five (45) days after termination of the tenancy and return of possession of the Dwelling Unit be Tenant(s) to Landlord, Landlord must provide Tenants(s) with an itemized listing of all deductions made from the security deposit, and with payment of amount due Tenant(s). If Tenant(s) comply with all terms and conditions of the Lease and with the applicable statutory obligations, Landlord must return to Tenants(s) the security deposit, together with any accrued interest as is required by law, within forty-five (45) days after termination of the tenancy and return of possession of the Dwelling Unit to Landlord by Tenant(s).
- c. **Forwarding Address.** Tenant(s) must provide Landlord written notice prior to vacating the Dwelling Unit of the forwarding address so that Landlord can forward to Tenant(s) the security deposit disposition statement prior to the end of the applicable forty-five (45) day period. If Tenant(s) fail to give notice of a forwarding address, Landlord will send the security deposit statement to the last known address of Tenant(s) but will retain the security deposit refund, if any, until Tenant(s) notify Landlord of the appropriate address.
- d. **Multiple Tenants.** Where more than one Tenant signed the Lease, a violation or deduction to be made is joint and several, and the Landlord is not liable for any understanding that may exist between two or more Tenant(s) as to the portion of the security deposit that one Tenant may be entitled to, as opposed to another Tenant(s). Landlord will draw one check, payable to all Tenants jointly, and forward same to the forwarding address provided to Landlord by written notice as required herein.
- e. **Check-Out Inspection.** Under the VRLTA, the Landlord must make reasonable efforts to provide Tenant(s) with notice of a right to be present at the time of the check-out inspection. Landlord will include in the vacating notice sufficient language to inform Tenant(s) of this right to be present. Tenant(s) must make a written request to Landlord to be present at such an inspection, and Landlord will notify Tenant(s) of the inspection times which must occur within 72 hours of the termination of the tenancy. If Tenant(s) fail to make such a request, or fail to schedule such an inspection, Landlord will proceed to do the check-out inspection without Tenant(s) being present. Tenant(s), upon vacancy at lease expiration, agrees to leave the Dwelling Unit reasonably clean. Reasonably clean means: The Dwelling Unit is left free and clear of all debris; all floors swept, mopped, waxed; closets cleaned out; all window and window sills washed clean; all woodwork and trim should be washed clean; refrigerator defrosted and washed out; stove completely cleaned inside and out, including drip pans under burners; all kitchen cabinets and drawers cleaned inside and outside; bathroom toilet, tub, sink and floor thoroughly cleaned.
- f. **Setoff Prohibited.** Tenant(s) have no right to deduct the security deposit from the rental payment for the last month of the term of this lease.
- g. **Landlord's Successor Obligated for Security Deposit.** If Landlord in any way transfers its interests in the Dwelling Unit, Landlord may transfer the security deposit to the transferee and is thereafter released from all liability for the return of the security deposit to Tenant(s). If such a transfer occurs, Tenant(s) agree to look to the transferee solely for the return of the security deposit and to release Landlord and/or Agent, as may be appropriate, from all obligations and liability relating thereto.

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

h. Physical Damages to Dwelling Unit (Check appropriate box).

- i. The “Damage Addendum,” attached hereto and incorporated by reference herein, establishes a tentative schedule of standard deductions to be utilized by Landlord in assessing charges against Tenant(s) for physical damage done to the Dwelling Unit, with the exception of reasonable wear and tear. Landlord reserves the right to alter the said schedule if the repair costs should become higher than those listed thereon. Landlord further reserves the right to assess against Tenant(s) 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(s) during the terms of the tenancy for any damages as may occur.
- ii. No “Damage Addendum”. Landlord reserves the right to assess against Tenant(s) the actual cost of any damages to the Dwelling Unit or the property grounds, less reasonable wear and tear expected.
- iii. Landlord reserves the right to substitute a bond or commercial insurance policy for all or part of the security deposit as provided in the VRLTA.

3) RENT

- a. **Rent Payments.** The total rent for the initial term of this Agreement is as set out in Section 1(c) of this Lease. The monthly rental payments are payable in advance, without demand, and in full without proration or setoff, on the first day of each calendar month at the office of the Agent, or at such other places as Agent may designate by advance written notice to Tenant(s). When more than one Tenant signed this Lease, the Tenants are jointly and severally liable and responsible for all rent and any other payments made in connection with this Lease. Landlord is authorized to accept prepaid rent in accordance with the VRLTA.
- b. **Late Payment.** If the rental payment is received by Agent after the close of business of the fifth (5th) day of any calendar month, a late penalty of ten percent (10%) of the monthly gross rent will be assessed against Tenant(s). 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(s) to recover delinquent rent and possession of the Dwelling Unit.
- c. **Returned Checks.** Landlord reserves the right to require that all monthly installments be made by money order, cashier’s check, or certified check, and to impose a service charge of \$50.00 on Tenant(s) for returned private party checks.
- d. **Rent is Inclusive.** For purposes of this Lease, the term Rent shall include late fees, bad check fees, costs incurred by Landlord to repair damage for which Tenant is responsible, and utility charges owed by Tenant and paid by Landlord.

4) INSPECTION AND CONDITION OF THE DWELLING UNIT. Tenant(s) have made an inspection of the Dwelling Unit, and Tenant(s) agree that the Dwelling Unit is in a fit and habitable condition, except for such damages as have been itemized in a written “Move-In Inspection Report”, a copy of which will be submitted by Landlord to Tenant(s) upon occupancy of the Dwelling Unit by Tenant(s). The Move-In Inspection Report will be deemed correct unless Tenant(s) object to it in writing five (5) days after Landlord has provided same to Tenant(s). Tenant(s) hereby acknowledge that the Move-In Inspection Report reflects that there is no visible evidence of mold in the Dwelling Unit or that portion of the Dwelling Unit which is occupied by Tenant(s).

5) KEYS AND LOCKS

- a. 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.
- b. 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 a sliding door pin lock and/or a security bar on each sliding glass door; (C) install one door viewer on each exterior door; and (D) change or rekey locks during the lease term. Landlord will comply with these requests, but the Tenant(s) shall pay for any such charges.

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

- c. Lockouts will not be charged a fee during normal office hours. 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.
- d. Tenant(s) will not install any other burglary prevention devices, other than the deadbolt locks, secondary locking devices for sliding glass 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 terms and conditions: (A) The installation does not permanently damage the Dwelling unit; (B) Duplicate keys, or any access codes are provided 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
- e. Any Tenant who has obtained an order granting such Tenant possession of the Dwelling Unit to the exclusion of one or more co-Tenants or authorized occupants in accordance with Section 55-248.18:1 of the VRLTA, may request Landlord to install a new lock or other security devices on the exterior doors of the Dwelling Unit at the Landlord's actual costs, to be reimbursed by the Tenant(s). If Landlord receives a copy of a court order in accordance with this Section 4(b), then Landlord shall not provide copies of any keys to the Dwelling Unit to any person excluded from the Dwelling Unit by such order.

6) USE, OCCUPANCY, AND MAINTENANCE

- a. Tenant(s) must personally use and occupy the Dwelling Unit only as a residence, which consists of Tenant(s) and those persons listed in Section 1(i) of this Lease. TENANT(S) MAY NOT SUBLET the Dwelling Unit, or any part thereof. Tenant's assignment of the Lease will not be approved by Landlord under any circumstances. No persons, other than those named occupants and Tenant(s) may occupy the Dwelling Unit on a regular basis. For the purpose of Lease, occupancy by an unauthorized person for more than seven (7) calendar days consecutively, or fourteen (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 therefore will constitute a violation of this paragraph. If there is prior consent by the landlord to add additional person(s) to the lease tenant(s) agree to pay a fee equal to one month's rent. which is considered to be an accommodation fee for the changes made to the lease. Those persons listed in Section 1(i) of this Lease will remain liable until lease terminates.
- b. Tenant(s) will:
 - i. Keep the Dwelling Unit in a good, clean, safe, and sanitary condition.
 - ii. 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 be reviewed online at <http://www.daltonrents.com/forms.html>.
 - iii. Comply with all applicable health and safety laws, rules, and regulations
 - iv. Tenant(s) shall make all requests for maintenance and repairs in writing. Requests can be submitted by e-mail at daltonrents@gmail.com.
 - v. This is a nonsmoking apartment and building. If the Tenant(s)' smoking is deemed to be excessive to the extent it affects other occupants of the premises, at the sole discretion of the Landlord, then the Tenant(s) shall be required to install appropriate air cleaning devices at offending Tent(s)' expense and the offending Tenant(s) shall be charged a non-compliance fee per each occurrence.
 - vi. Use in a reasonable manner all utilities, services, facilities, appliances, and equipment provided by Landlord, and to keep all such items as clean and safe as their condition permits.
 - vii. 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

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

are found. Tenant(s) shall be responsible for any damage caused by their failure to comply with this requirement.

- viii. 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 dwelling which have an existing washer/dryer hookup provided by Landlord.
- ix. 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.
- x. If the Landlord pays for the 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 a maximum temperature of 68 degrees.
- xi. Keep all windows and doors closed in the rental dwelling during periods of inclement weather.
- xii. 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.
- xiii. Cover windows with proper window dressings (i.e., no sheets, quilts, etc.). Window dressings are not provided by the Landlord.
- xiv. 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. The lawn areas are for the enjoyment of all Tenants and Landlord reserves the right to insist that Tenant(s) keep their lawn areas in a neat and proper appearance. **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.**
- xv. No use of the roof for any purpose whatsoever. Roofs are not designed or constructed to hold any personal property and it is unsafe for any persons or property to be placed on the roof.
- xvi. **No painting** of the Dwelling Unit under any circumstances.
- xvii. Should Tenant be charged civilly or criminally, Landlord may, at Landlord's option, consider said charge to be grounds for termination of this lease.
- xviii. Do not use or keep grills on any porch and/or deck. Any grills found on the porch and/or deck will be removed immediately at Tenant's expense.
- xix. Do not use the fireplace, unless authorized in writing by the Landlord.
- xx. Waterbeds are prohibited. The presence of such is grounds for eviction and Tenant is responsible for all damages caused by the waterbed.
- xxi. Do 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. Tenant(s) shall give Landlord prompt notice of any such damage occurs.
- xxii. 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.

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

- xxiii. 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 Tenants and/or guest(s).
- xxiv. Do 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 Agency 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 damages will be charged to the Tenant(s) hosting the party.
- xxv. Periodically test, care and maintain smoke detectors. The Landlord shall be obligated to service, repair or replace any malfunctioning smoke detectors within five (5) business days of written notice. Battery replacement, if needed, is the responsibility of the Tenant.
- xxvi. Landlord may provide various recreational area 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.
- xxvii. 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.
- xxviii. Dangerous Matters Prohibited. Tenant(s) shall 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 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 park areas, under the direct supervision of an adult. No car washing or cleaning is allowed except in areas designated by Landlord, unless Tenant(s) are leasing single family dwelling.
- xxix. 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 Tenants(s) in any area other than the designated trash receptacles.
- xxx. Security Doors. Tenant(s) will keep any and all common entrance doors to Dwelling Unit and/or building closed at all times for reasons of security and energy conservation. Tenant(s) are encouraged to keep their doors locked.
- xxxi. **PARKING.** If Subject Property is a Dwelling Unit that has restricted parking, the 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

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

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 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.

- xxxii. 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, lampposts or porch balustrades.
- xxxiii. Extermination. Exterminating services are available at the discretion of Landlord. Several buildings have pest control contracts in force.
- c. Tenant(s) must otherwise comply with the statutory obligations imposed on Tenant(s) by Section 55-248.16 of the VRLTA.

7) UTILITIES

- a. Tenant(s) shall pay in full all charges for water and sewer service, garbage removal, and to pay all charges for electric and gas charged directly to Tenant(s) from the utility companies during the term of the Lease. Tenant shall be responsible for making the necessary arrangements for utility connection and disconnection. Landlord is not required to provide access to utility companies. If Landlord elects to sub-meter any utilities, Tenant(s) agree to pay a proportionate share upon billing for any sub-metered services. If Tenant(s) fails to pay the charges for any of these services listed in this subparagraph, Landlord may, at its option, pay the same and the amount so paid shall be charged to Tenant(s) as additional rent, payable with the next monthly installment of rent. Tenant(s) affirmatively agree to keep all essential utility services turned on, in and to the Dwelling Unit. The Tenant shall be responsible for the installation and/or repair of telephone lines. Any repairs and or the adding of additional lines must be performed by a licensed professional.
- b. Essential services are defined by the VRLTA to include electric, gas, water and sewer services. Tenant(s) are responsible for obtaining utilities not provided by Landlord which may include and not be limited to electric and gas services, and shall pay any deposits required by these utility companies. Landlord, directly or through an affiliated entity, reserves the right to sub-meter any of these essential services, for which Tenant(s) will receive a month billing. As an essential services, Landlord cannot disconnect these services for nonpayment by Tenant(s), but the monthly billings constitute additional rent, as provided in this Lease, for which Landlord has the right to seek a money judgment and an order of possession terminating the Lease. Landlord is not liable for failure to provide these named essential services or for interruption of same if such failure or interruption is due to any cause beyond the control of Landlord.
- c. Landlord may provide a bundled package of nonessential services, directly or through an affiliated entity, which may include but not be limited to telephone, data, cable, internet access or video services. Tenant(s) may select from a menu of such services offered by Landlord and will receive a monthly billing for such services. The monthly billings constitute additional rent, as provided in this Lease, for which the Landlord has the right to seek a money judgment and an order of possession terminating the Lease. As nonessential services,

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

Landlord also has the right to disconnect any or all of such services for nonpayment of the monthly billing by Tenant(s), as provided in a separate written agreement for these services. Landlord is not liable for failure to provide these nonessential services or for interruption of same if such failure or interruption is due to any cause beyond the control of the Landlord. Tenant shall be responsible for any damage caused by their failure to comply with this requirement.

- d. 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 and Section 55-226.2 of the Code of Virginia, for the utilities provided by the Landlord. If Landlord chooses to allocate utility costs on the basis of RUBs, Landlord will divide all or part of a total utility bill which the Landlord receives from a utility company, by the number, size and type of units on the Dwelling Unit and bill Tenant(s) for their appropriate prorated share of the utility costs using this formula, which bill shall be due and payable as rent at the first of the next month. Landlord further reserves the right to provide directly or indirectly through an affiliated company, telephone, data or video services to Tenant(s), which will be billed separately and are not part of the rent payment as provided in this Lease. Nonpayment of any invoice for telephone, data or video services provided by the Landlord directly or indirectly through an affiliated company, will result in a termination of those services in accordance with the provisions of a separate agreement for such services. Landlord is not liable for failure of any utilities or for interruption of same if such failure or interruption is due to any cause beyond the control of Landlord.

8) PERSONAL PROPERTY OF TENANT(S)

- a. All personal property placed in the Dwelling Unit, storage rooms, or in any other part of the Landlord’s property, shall be at the sole risk of Tenant(s) or the parties owning the same and Landlord shall not be liable for the loss, destruction, theft of, or damage to such property. **TENANT(S) ARE REQUIRED TO OBTAIN INSURANCE COVERAGE FOR THEIR PERSONAL PROPERTY, KNOWN AS “RENTER’S INSURANCE”. TENANT(S) AGREE TO PROVIDE LANDLORD SUFFICIENT PROOF OF SUCH INSURANCE PRIOR TO OCCUPANCY, AND TO NAME AGENT AS AN ADDITIONAL INSURED ON SUCH INSURANCE POLICY.** No possession of the Dwelling Unit will be granted until proof of insurance is provided. Landlord reserves the right to require Tenant(s) to pay for the cost of renter’s insurance obtained through Landlord, in which case the actual costs for such insurance shall be charged to Tenant(s) as additional rent.
- b. Any item of personal property which is left in the Dwelling Unit after Tenant(s) abandon or otherwise vacate the Dwelling Unit will be considered abandoned property. Landlord may dispose of abandoned property as it sees fit or appropriate, provided, however, that Landlord has given Tenant(s) one of the following types of notice, sent to Tenant(s) last known address, address correction requested, prior to disposing of the abandoned property:
 - i. A termination notice to Tenant(s) in accordance with Section 19 of this Lease that includes a statement that any items of personal property left in the Dwelling Unit will be disposed of within the twenty-four (24) hour period after termination.
 - ii. An Absent Notice to Tenant(s) in accordance with Section 8 of this Lease that includes a statement that any items of personal property left in the Dwelling Unit will be disposed of within the twenty-four (24) hour period after expiration of the seven (7) day notice period; or
 - iii. A separate written notice to Tenant(s) that includes a statement that any times of personal property left in the Dwelling Unit will be disposed of within the twenty-four (24) hour period after expiration of a ten (10) day period from the date such notice was given to the Tenant(s).
- c. Landlord may dispose of abandoned property within the applicable twenty-four (24) hour period as set forth above provided that Tenant(s) have the right to remove the Tenant(s)’ personal property at reasonable times during the twenty-four (24) hour period or until Landlord actually disposes of the Property. The Landlord shall not have any liability for the risk of loss for Tenant(s)’ personal property during the twenty-four (24) hour period or until the property is disposed of.

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

d. If a Tenant who is the sole occupant of the Dwelling Unit dies, and there is no person authorized by order of the circuit court to handle probate matters for the deceased Tenant, Landlord may dispose of any personal property left by Resident upon giving at least ten (10) days written notice in accordance with Section 55-248.38:3 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 thirty (30) days, subject to subsection C hereof.

- 9) **NOTICE OF ABSENCE BY TENANT(S).** Tenant(s) must give Landlord written notice of Tenant(s) anticipated extended absence from the Dwelling Unit in excess of seven (7) days. Tenant(s) agree that, during any such absence from the Dwelling Unit, Landlord may enter the Dwelling Unit at times reasonably necessary to protect the Dwelling Unit and any property belonging to Landlord in or on the Dwelling Unit. If Tenant(s) fail to give such notice or if the Landlord cannot determine whether the Dwelling Unit has been abandoned, then Landlord shall deliver a written notice to the Tenant(s) requiring the Tenant(s) to notify the Landlord in writing within seven (7) days of their intent to continue to occupy the Dwelling Unit (the "Absent Notice"). Unless the Landlord receives such notice within the seven (7) day period or otherwise determines that the Tenant(s) remain in occupancy of the Dwelling Unit, then the Landlord may treat the Dwelling Unit as having been abandoned, and the Lease shall terminate effective the last day of the seven (7) day notice period. The Landlord may recover any actual damages sustained.
- 10) **LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT(S).** If Landlord is unable to deliver possession of the Dwelling Unit to Tenant(s) on the beginning date of this lease, through no fault of the Landlord, Landlord is not liable to Tenant(s) for any damages other than to rebate any rent paid by Tenant(s) in advance and to return any security deposit which has been paid by Tenant(s). If Landlord cannot deliver possession of the Dwelling Unit or provide Tenant(s) with a Dwelling unit within ten (10) days of the beginning date of this Lease, this Agreement can be terminated by either Landlord or Tenant(s) by the giving of notice as provided herein.
- 11) **LIABILITY OF LANDLORD AND AGENT.** Landlord and Agent are not liable for matters outside the dominion or control of Landlord or Agent so long as there is no negligence on their parts, including but not limited to: failure of utilities or service; acts of God; and any injuries or damages to persons or property either caused by or resulting from falling plaster, dampness, overflow, or leakage upon or into the Dwelling Unit of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing, fixtures, air conditioner, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause. Tenant(s) acknowledge that any security measures provided by Landlord will not be treated by Tenant(s) as a guarantee against crime or a reduction in the risk of crime. Landlord will not be liable to Tenant(s) 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. Landlord will not furnish security personnel, security lighting, security gates or fences, or other forms of security. If Landlord's employees are requested to render services not contemplated in this Lease, Tenant(s) will hold Landlord harmless from all liability for same. If information on Tenant(s) or 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 with prompt notice of any such conditions existing in the Dwelling unit, or on the Dwelling Unit, or on the premises. Tenant(s) hereby release Landlord and Agent from any and all such liability and agree to indemnify Landlord and Agent for such losses, with respect to Tenant(s), and all invitees of Tenant(s).
- 12) **CASUALTY DAMAGE OR CONDEMNATION.** In the event of damage to the Dwelling unit by fire, water, or other hazard, or in the event of malfunction or disintegration of equipment, utilities or structure, including roof leakage, Tenant(s) shall immediately notify Landlord. If damages are such that occupancy can be continued, Landlord shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. Decisions on habitability shall be made by Landlord, in its sole discretion, with in fourteen (14) days of the casualty. If, in Landlord's opinion, the Dwelling Unit is damaged or destroyed to an extent that the Tenant(s) enjoyment of the Dwelling Unit is substantially impaired, or required repairs can only be accomplished if the Tenant(s) vacate the Dwelling Unit, then either the Tenant(s) or Landlord may terminate the Lease. Tenant(s) may terminate the Lease by vacating the Dwelling Unit, and within 14 days thereafter, serving on the Landlord a written notice of Tenant(s)' intention to terminate the Lease, in which case the date of termination shall be the date of vacating. Landlord may terminate the Lease by giving Tenant(s) forty-five (45) days' notice of its intention to terminate the Lease based upon

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

the Landlord's determination that such damage requires Tenant(s)' removal for repair and that use of the Dwelling Unit is substantially impaired, in which case the Lease shall terminate at the expiration of the forty-five (45) day notice period. If the Lease is terminated in accordance with this Section, Tenant(s) shall be liable only for rental payments up to the date of damage or destruction. If Landlord reasonably believes that Tenant(s), Tenant(s)' guests, invitees or authorized occupants were the cause of the damage or casualty, the Landlord shall account to Tenant(s) for the security deposit and prepaid rent, as applicable, plus accrued interest based upon the damage or casualty. Tenant(s) hereby release Landlord and/or the Agency from liability for any type of damage, destruction, or loss of Tenant(s)' property. Notwithstanding anything to the contrary in the Lease, in the event of damage by fire or other casualty, if the damage is caused by the act of Tenant, or Tenant's agent, employee, visitor or licensee, Tenant shall not have an option to terminate, and Tenant shall be liable for the rent during the unexpired term of this Lease, without abatement, unless Landlord elects to terminate this Lease, a right that the Landlord hereby reserves.

13) ACCESS TO THE DWELLING UNIT BY RELATOR®/AGENT/LANDLORD AND THEIR DULY

DESIGNATED REPRESENTATIVE(S): REALTOR®/Agent/Landlord, and their duly designated representative(s) may enter the Dwelling Unit in order to do one or any of a, b, or c.

- a. Upon reasonable notice to Tenant and at reasonable times:
 - i. Inspect the Dwelling Unit;
 - ii. Make necessary or agreed repairs, decorations, alterations, or improvements;
 - iii. Supply necessary or agreed services;
 - iv. Exhibit the Dwelling Unit to prospective or actual mortgages, workmen, contractors, appraisers and/or representatives of any Owner's association.
- b. After notice of termination of this Lease by REALTOR®/Agent/Landlord or Tenant or ninety (90) days preceding the expiration of applicable cure period of the lease term, place a "For Sale" sign upon the premises in additions to REALTOR® Lockbox and exhibit the Dwelling Unit to prospective and/or actual purchasers, at reasonable times and during reasonable hours.
- c. After notice of termination of this Lease by REALTOR®/Agent/Landlord or Tenant or one hundred ninety (190) days preceding the expiration of the lease term, place a "For Rent" sign upon the premises in addition to a REALTOR® Lockbox and exhibit the Dwelling Unit to prospective and/or actual lessees, at reasonable times and during reasonable hours.
- d. If Tenant(s) refuses to allow or prevent access to Landlord as provided herein, Landlord may obtain injunction relief to compel access or may terminate this Lease. In either case, Landlord may recover actual damages sustained in reasonable attorney's fees.
- e. Tenant(s) shall give Landlord notice of any anticipated extended absence of Tenant(s) from the Dwelling Unit in excess of seven (7) days. During such absence of Tenant(s), Landlord may enter the Dwelling Unit at times reasonably necessary to protect the Dwelling Unit. In the event that Tenant(s) fails to give such notice, Landlord may recover from Tenant(s) any actual damages sustained, and shall have all other rights provided by law.

14) **PETS.** No pets of any kind, except for qualified service animals, 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," Landlord reserves the right, however, to prohibit pets completely from Dwelling Unit, except for qualified service animals.

15) **RENTAL APPLICATION.** The Lease was entered into based upon the representations of Tenant(s) contained in the Rental Application. Tenant(s) acknowledge that their representations are an inducement to Landlord to enter into this Lease and that Landlord is extending credit to Tenant(s) in the form of tenancy. If any of Tenant(s)' representations are found to be misleading, incorrect or untrue, Landlord may immediately terminate the Lease and notify Tenant(s) to vacate the Dwelling Unit. Tenant(s) must advise Landlord in writing of any change(s) of information on said application. Tenant(s) do hereby affirm that the Landlord is authorized to disclose and/or release information contained in the Tenant(s) files maintained by the Landlord, without further consent being required by Tenant(s) under the following circumstances:

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

- a. Tenant(s) do hereby affirm that the Landlord is authorized to disclose and/or release information contained in the Tenant's files maintained by the Landlord, without further consent being required by the Tenant(s), under the following circumstances:
- b. The information is a matter of public record as defined in §2.2-3701 of the Code of Virginia;
- c. The information is a summary of the Tenant's rent payment record, including the amount of the Tenant's periodic rent payment;
- d. The information is a copy of a material noncompliance notice that has not been remedied or termination notice given to the Tenant under §55-248.31 of the Virginia Residential Landlord Tenant Act and the Tenant did not remain in the Dwelling Unit thereafter;
- e. The information is requested by a local, state, or federal law-enforcement or public safety official in the performance of his duties; or
- f. The information is otherwise provided in the case of an emergency.
- g. The information is requested pursuant to a subpoena in a civil case.
- h. The information is requested by a contract purchaser of the Landlord's property, provided the contract purchaser agrees in writing to maintain the confidentiality of such information

16) **FINANCIAL RESPONSIBILITY.** If the Landlord is required to pay money or other consideration to Tenant(s), Tenant(s) agree that such financial obligation(s) will be satisfied solely from the Landlord's estate and interest in the apartment property, and the real estate upon which the said premises are situated, and the improvements of which it is a part, or the proceeds thereof, so that Landlord, and Agent, will incur no individual liability for such financial obligations.

17) **NOTICE.** All notices shall be given in accordance with Section 55-248.6 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 or to such other place as may be specified. Notice to Tenant(s) will be given to the address of the Dwelling Unit.

18) **MILITARY**

- a. **Military Early Termination.** Any Tenant who 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, may, through the procedure detailed below, terminate the Lease with Landlord if the member (i) has received permanent change of station orders to depart thirty-five miles or more (radius) from the location of the Dwelling Unit; (ii) has received temporary duty orders in excess of three months' duration to depart thirty-five miles or more radius from the location of the Dwelling Unit; (iii) 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; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.
- b. Tenant who qualifies to terminate the Lease pursuant to this Section shall do so by serving on 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 rental payment is due and payable after the date on which the written notice is given. The termination date shall be no more than sixty 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 termination date, Tenant shall furnish Landlord with a copy of the official notification of the orders, or a signed letter confirming the orders, from Tenant's commanding officer.
- c. The final rent shall be prorated, if applicable, to the date of termination and shall be payable at such time as would otherwise have been required by the Lease.

19) **TERMINATION, RENEWAL AND EARLY TERMINATION**

- a. Either party may terminate this Lease at the end of the initial term of this Lease, or at the end of any subsequent term, by giving the other party written notice at least **one hundred ninety days (190)** prior to the effective date of such termination. 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

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

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 Lease, or as Landlord shall see fit. If not such notice to cancel is given, the term of this Lease shall be extended for self-renewing twelve (12) month terms until either party gives notice to cancel in accordance herewith, unless terminated in accordance with any other applicable provision of this Lease, or Virginia law.

- b. If Landlord intends to change the terms or conditions of the Lease, Landlord will give Tenant(s) written notice at least **one hundred ninety days (190)** prior to the end of the initial 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 **one hundred ninety days (190)** 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.
- c. In the absence of any such notice, this lease will continue for an additional term 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 **one hundred ninety days (190)** before the expiration of the then current term, excepting that the rental payments shall be increased, beginning of the respective anniversary date, by four percent (4%).
- d. Your Lease begins 12:00 Noon on the day specified in your lease and will expire 12:00 Noon on the last day of your lease. All keys must be returned to the Landlord no later than 12:00 Noon 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.

20) ACTION BY LANDLORD UPON DEFAULT BY TENANT(S)

- a. Under Section 55-248.31 of the VRLTA, the Landlord may terminate this Lease during the term of the lease upon one of the following:
- b. **Tenant will be charged a Fifty Dollar (\$150.00) administration fee anytime Landlord issues a lease non-compliance letter.**
- c. **Material Non-compliance by Tenant(s) failing to pay rent when due.** The Tenant(s) rent is due and payable on the first (1st) day of each calendar month. If Tenant(s) fail to pay such rent due after Landlord has served a five (5) day material non-compliance notice for failure to pay rent, Tenant(s) are in default, and Landlord may terminate this Lease in accordance with law.
- d. **Material Non-compliance by Tenant(s) which can be remedied within 21 days.** If Tenant(s) commit this type of material non-compliance, Landlord may serve on Tenant(s) a material non-compliance notice stating that if Tenant(s) do not remedy the specified non-compliance(s) within twenty-one (21) days, if the non-compliance(s) be remediable at all, the Landlord will terminate this Lease in thirty (30) days.
- e. **Material Non-compliance by Tenant previously remedied, but repeated by Tenant(s).** If Tenant(s) have been served with a prior written notice which required Tenant(s) to remedy a breach, and Tenant(s) remedied such breach, where Tenant(s) intentionally commit a subsequent breach of a like nature as the prior breach, Landlord may serve Tenant(s) a thirty (30) day Termination Notice. Such notice must make reference to the prior breach of a like nature and state that the Lease will terminate in thirty (30) days for the reasons stated therein which constitute a good cause for termination of the tenancy.
- f. **Material Non-compliance by Tenant(s) which cannot be remedied/Drug Free Housing Required.** If Tenant(s) commit a material noncompliance which is not remediable, Landlord may give Tenant(s) a termination notice stating that the Lease will terminate in thirty (30) days for the reasons stated therein. If a breach of Tenant(s) obligations under the VRLTA or the Lease involves or constitutes a criminal or willful act which is not remediable and which poses a threat to health or safety, the Landlord may terminate the Lease immediately and proceed to obtain possession of the Dwelling Unit as proved for under Section 55-248.31 of the code of Virginia (1950), as amended. Tenant(s) and any other persons in or about the Dwelling Unit with consent of Tenant(s), including but not limited to members of the family, guests, invitees or authorized occupants, shall not engage in criminal activities or activities intended to facilitate criminal activities including

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

any illegal drug-related activity in the Dwelling Unit, including any property which is a part of the apartment community, common areas and streets, involving a controlled substance (as defined in Section 54.1-3401 of the Virginia Code). "Illegal drug related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance. Neither Tenant(s), guests nor invitees of Tenant(s), or authorized occupants of Tenant(s) will engage in the manufacture, sale or distribution of illegal drugs at any location, whether on the premises or otherwise. Neither Tenant(s), guests nor invitees of Tenant(s) or authorized occupants of Tenant(s) will engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near the premises. A single violation of any of these provisions shall constitute a non-remediable violation of the Lease and justification for termination thereof. Criminal conviction is not required in order for Landlord to terminate the Lease. Nothing herein shall be construed to limit any remedies available under Virginia law for criminal offenses committed by Tenant(s).

- g. **Material Non-compliance by Tenant(s) which can be remedied by Repairs, Cleaning, or Replacement.** If Tenant(s) commit a material non-compliance which could be remedied by repair, cleaning, or replacement, Landlord may place Tenant(s) on notice that Landlord is going to make the repair, cleaning or replacement on a certain date, and that the itemized bill for same will be submitted to Tenant(s) as an obligation and due and payable within thirty (30) days, or such overtime as Landlord may specify in written notice to Tenant(s). If such obligation is not paid in a timely fashion as provided in the written notice to Tenant(s) such obligation becomes due as additional rent payable at the next rent due date.
- h. **Remedies available to Landlord upon termination of Lease.** Upon termination of the Lease, Landlord may obtain possession of the Dwelling Unit by the filing of an unlawful detainer summons in a court of competent jurisdiction and in addition, seek a money judgment for any physical damages there may be to the Dwelling Unit, or the premises. Landlord may, further, seek a money judgment for any actual damages sustained as a result of Tenant(s), default and breach of the Lease, as provided by Virginia Law. Upon termination of the Lease, Landlord may treat the security deposit as provided in other provisions of this Lease, appropriate addenda hereto, and applicable Virginia law.
- i. **Compliance with Federal & State regulations not waived by Landlord.** Compliance with any and all applicable federal regulations, if applicable, by Landlord, including but not limited to interim and annual recertifications, and acceptance for rent and/or utility allowances paid by or on behalf of any governmental authority of agency to Landlord on behalf of Tenant(s) under the VRLTA and any applicable federal and state regulations.
- j. **Victims of Family Abuse.** If a Tenant is a victim of family abuse as defined in Section 55-248.31 of the VRLTA, and the perpetrator is barred from the Dwelling Unit pursuant to § 55-248.31:01 of the VRLTA, based upon information provided by Tenant to Landlord, or by a protective order issued by a court of competent jurisdiction, the Lease shall not be terminated due solely to an act of family abuse against the Tenant(s). However, the preceding sentence shall not apply if: (i) tenant fails to provide Landlord written documentation corroborating Tenant's status as a victim of family abuse and the exclusion of the perpetrator from the Dwelling Unit no later than 21 days after the alleged offense; or (ii) the perpetrator returns to the Dwelling Unit or premises in violation of the bar notice, and the Tenant fails to so notify Landlord within 24 hours, subject to the provisions of Section 55-248.31 of the VRLTA.

- 21) **WAIVING OF BREACH NOT GENERAL WAIVER.** If Landlord waives a noncompliance or breach by Tenant(s) with the Lease, or with the law, such waiver shall not be interpreted as a waiver of any subsequent breach of noncompliance or breach, and this Lease shall continue in full force and effect.
- 22) **ACCEPTANCE OF RENT WITH RESERVATION.** Unless Landlord accepts the rent with reservation and gives a written notice to Tenant(s) of such acceptance 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 and other fees and still be

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

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).

- 23) **HOLDOVER STATUS.** If Tenant(s) remain in possession of the Dwelling Unit after the required departure date following the termination of this Lease, Tenant(s) are liable for the damages sustained by Landlord, or Agent, including but not limited to storage, hotel, meals, mileage, etc., payable to the new tenant or, at Landlord's election, a rate of one hundred dollars (\$100.00) per day for each day Tenant(s) stay in possession of the Dwelling Unit after the vacating date, as well as for the payment of the fair market rent as determined by computing the prorated rental for the Dwelling unit multiplied by the number of days which Tenant(s) hold over. In addition, if Tenant(s) remain 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 the rent shall be either as provided in the terminated Lease, or as provided by Landlord in a written notice to Tenant(s). Such new rent amount shall take effect on the next rent due date following thirty (30) days after the notice. Nothing herein shall be deemed to create a right on the part of Tenant(s) to holdover after the required departure date.
- 24) **SUBORDINATION.** Tenant(s) agree that this Lease is subordinate to the lien of any existing or future deeds or trust or mortgages placed on the Premises, and Tenant(s) agree 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.
- 25) **SEVERABILITY.** If any provisions of this Lease are violative of the law or equity, it is agreed that the remaining provisions are in full force and effect.
- 26) **NOTICE TO TENANT(S).** Tenant(s) should exercise whatever due diligence Tenant(s) deems necessary with respect to information on any sexual offenders registered under Chapter 23 (sec 19.2-387 et seq.) of Title 19. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records exchange at 804/674-2000 or www.state.va.us/vsp/vsp.html.
- 27) **DISCRIMINATION.** Landlord does not discriminate against Tenant(s) in the provision of services, or in any other manner, on the basis of race, color, creed, religion, sex, national origin, familial status, elderliness, handicap, or any other legally protected status.
- 28) **REASONABLE ATTORNEY'S FEES AND COST OF COLLECTION.** For purposes of this Lease, if Tenant(s) non-compliance with the Lease or the law causes landlord to employ an attorney at law, Tenant(s) agree to pay a reasonable attorney's fee, which will constitute at least thirty-five percent (35%) as well as all cost of collection recoverable under Virginia law of any amounts sued for by Landlord.
- 29) **LEAD-BASED PAINT.** This paragraph applies only if the building in which the Dwelling Unit is located was built prior to 1978 and is not exempt from the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and regulations promulgated pursuant thereto. Attached to this Lease and made a part hereof by this reference is a fully executed "Disclosure of Information and Acknowledgement Lead-Based Paint and/or Lead-Based Paint Hazards".
- 30) **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 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 on-line at <http://www.daltonrents.com/forms.html>.
- 31) **AGENCY.** Landlord hereby appoints Dalton Properties, LLC and/or assigns (the "Agent"), as its authorized agent with full and complete authority to engage in all aspects of the management of the property on behalf of the Landlord. Agent shall be entitled to receive a management fee from Landlord and its successors and assigns equal to ten percent (10%)

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

of all rent collected so long as this Lease is in effect. Agent shall not be required to account for such charges as late fees, bad check charges, credit report fees, early termination of lease charges to owner. The Landlord is herein obligated to the terms and conditions set forth in the Property Manager management Exclusive Agreement, if any. If no such agreement exists, the terms of the Lease shall prevail.

- 32) **MODIFICATION, APPLICABLE LAW, AND SUCCESSORS.** This Lease constitutes the entire agreement among the parties, and it may not be modified or changed except by written instrument executed by Landlord and Tenant(s). This Lease shall be construed, interpreted and applied according to Virginia law and it shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, assignees, and sub-leases of the parties.
- 33) **MODIFICATIONS AND ADDITIONS.** This Lease represents the entire agreement of Landlord and Tenant(s) with the exception of the Addendums attached hereto, incorporated by reference herein.
- 34) **APPLICABILITY OF VIRGINIA LAW.** This lease is supplemented by, and is to be construed with, and interpreted by, the Code of Virginia (1950), as amended, and in particular the VRLTA.

WITNESS our signatures:

Date: _____	_____
	Anthony S. Dalton, Landlord/Manager
Date: _____	_____
	, Tenant
Date: _____	_____
	, Tenant
Date: _____	_____
	, Tenant
Date: _____	_____
	, Tenant

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

ADDENDUM ON MOLD

DATE: **January 21, 2024**

THIS MOLD ADDENDUM, by and between:

Anthony Stephen Dalton Landlord, Agent, and

Tenant(s): _____

At Dwelling Unit: **119 S. Cherry St., Richmond, VA 23230**

The Lease, dated **January 21, 2024**, 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:
 - a. A water **leak**, excessive moisture, or standing water inside your apartment home, storage area, or garage, or in any community common area;
 - b. Mold growth in or on hard surfaces within the Dwelling Unit that persist 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;
 - c. A malfunction or leak in any part of the heating, air conditioning or ventilation systems, or washing machine or dryer units (if applicable) in Dwelling Unit. It is also recommended that Tenant(s) periodically open windows when the weather is dry to help dry out humid areas;
 - d. Cracked or stained plasterboard, loosening of drywall tape, warped wood, and/or a musty odor;
 - e. Any inoperable doors or windows; or
 - f. Any other moisture accumulations that occurs or any other visible evidence of mold.
- 5) **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 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.
- 6) **Liability.** Landlord does not make any representations or warranties regarding the existence or development of molds or microtoxins and Tenant(s) shall be deemed to have assumed the risks associated with molds, fungi, and/or

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

microtoxins, 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

- 7) **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.
- 8) **Addendum Supersedes Lease.** In case of a conflict between the provisions of this Addendum and any other provisions of the Lease Agreement, the provisions of 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.
- 9) **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, please contact the Rental Office Immediately.

WITNESS our signatures:

Date: _____	_____
	Anthony S. Dalton, Landlord/Manager
Date: _____	_____
	, Tenant
Date: _____	_____
	, Tenant
Date: _____	_____
	, Tenant
Date: _____	_____
	, Tenant

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4

GUARANTY AGREEMENT

DATE: **January 21, 2024**

THIS GUARANTY AGREEMENT, by and between:
Anthony Stephen Dalton, Manager, Dalton Properties, LLC

Tenant(s) _____
and Guarantor(s) _____

Address of Dwelling **119 S. Cherry St., Richmond, VA, 23220**

TERM: INITIAL LEASE TERM BEGINS ON: **July 1, 2024 @ 12:00 Noon**

INITIAL LEASE TERM ENDS ON: **June 25, 2025 @ 12:00 Noon**

LENGTH OF INITIAL TERM IS: 12 MONTHS

RENT: Monthly Rent which may be increased pursuant to the terms of this Lease is to be paid in advance on the first day of each month which is due in monthly installments of **Three Thousand Four Hundred Dollars (\$3,400.00)** without deduction or demand at 4301 Cutshaw Ave., Richmond, VA 23230, or at such other place designated in writing. Checks or money orders for rental payments should be made payable to A.S. Dalton and/or its assigns with the address of the Dwelling unit on the check. Landlord reserves the right to require that all rental payments to be made by certified funds or money orders.

Total Rent Due for initial terms:

Forty Thousand Eight Hundred Dollars (\$40,800.00)

Landlord and Tenant(s) may terminate the Lease at the end of the initial term of this Lease, or at the end of any subsequent term, by giving the other party written notice **one hundred ninety days (190)** prior to the effective date of such termination. Unless property terminates, this Lease continues as indicated in the Lease.

At the request of the Tenant, and as an inducement to Landlord to enter into the Lease, the undersigned hereby jointly and severally guarantee that Tenant(s) shall make all payments required and shall perform all obligations required under the provisions of the Lease and all addenda executed by the parties. In the event Tenant(s) do not make all payments required, perform all obligations set forth in the Lease and addenda, and comply with all applicable laws and regulations, then we hold ourselves bound and primarily liable, with or without notices of Tenant(s)'s default, for such payments and other obligations of Tenant(s) and we jointly and severally promise to pay the same upon demand whether Landlord has exhausted its remedies against Tenant(s). We further acknowledge that this guaranty is a continuing obligation, through all extensions, modifications and amendments of said Lease.

The Guarantor(s) hereby acknowledge and agree that they have no possessory interest in and to the Dwelling Unit, and agree that this guaranty subjects Guarantor(s) to the jurisdiction of the General District Court where the property is located.

I/We, the undersigned, **have read** and understand all 17 pages of this Lease.

Date: _____ Guarantor: Anthony S. Dalton, Manager Date: _____

Date: _____ Guarantor: Owner Date: _____

INITIALS: _____ Tenant #1 _____ Tenant #2 _____ Tenant #3 _____ Tenant #4