

LEASE OF REAL PROPERTY

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

THIS LEASE AGREEMENT made this ___ day of _____, ___ by and between _____ Grantor, herein referred to as "Landlord" or "Owner" and _____ and other tenants and/or guarantors signing under this lease agreement, Grantees, herein referred to as "tenant" and/or "lessee" (even though more than one) whose address is (as of the date this lease is signed) _____

WITNESSETH:

THAT in consideration of the mutual covenants contained herein, the Landlord and Tenant hereby agree as follows:

LEASED PREMISES

Landlord hereby rents and leases to Tenant and Tenant hereby rents and hires from Landlord, upon the conditions hereinafter set forth, the following real property and/or personal property listed herein referred to as "premises,"; to-wit:

TERMS OF LEASE

[Select only one (1) of the four options]

_____ 12 Month Lease. The term of this lease shall commence at noon on _____ and shall end at noon on _____ unless otherwise terminated. Should this lease expire and the tenant continue to reside/occupy or fail to surrender the rental unit, this lease will then convert to a month-to-month lease. Both Landlord and Tenant agree that this lease agreement ends on the specific date above-written.

_____ 6 Month Lease. The term of this lease shall commence at noon on _____ and shall end at noon on _____ unless otherwise terminated. Should this lease expire and the tenant continue to reside/occupy or fail to surrender the rental unit, this lease will then convert to a month-to-month lease. Both Landlord and Tenant agree that this lease agreement ends on the specific date above-written.

_____ 30 Day, month-to-month lease.

_____ Other Term: _____

RENTAL

The tenant covenants and agrees to pay as rental the total sum of \$ _____ monthly (or upon such other due date as agreed upon by the without demand and without reduction . The first payments is due and payable upon the execution of this lease agreement and may be pro-rated for the current pay period. The remaining installments are due and payable without demand on the first day of each pay period (1st day of each month in a 12 month, 6 month, and 30 day month-to-month agreement) as agreed upon by the parties. Rent shall be deemed paid when received at:

or at such other place as the Landlord may from time to time designate in writing to the Tenant. In the event a scheduled payment is received after the fifth (5th) day of the month (in a 12 month, 6 month, or month-to-month lease) Tenant agrees to pay as an additional charge or late fee the amount of \$25.00 beginning on the 6th of the month and thereafter the sum of three dollars (\$3.00) per day which shall be due and payable for each day the current rent and late fees remain unpaid. Tenant further agrees to pay an additional charge of Thirty Five Dollars (\$35.00) in addition to any late fees, for all checks returned for insufficient funds or any other reason. All rental payments will be first applied to all past due balances and then to current rental amounts due. All checks are made payable to landlord. Landlord reserves the right to demand cash or certified funds from any Tenant who has previously uttered a bad check to Landlord for any reason.

Tenant(s) shall comply with any and all obligations imposed upon Tenant(s) under applicable Virginia Law.

“OLDEST DEBTS PAID FIRST” RULE

Tenants specifically agree as a bargained-for condition of this Agreement that Landlord will IN ALL INSTANCES apply amounts received from tenant to the oldest debt owed to landlord by tenants first..

Example: Tenants owes \$25 late fee, does not submit it with his late rent payment, and landlord deducts the late fee from tenant’s performance deposit. This causes the tenants performance deposit to be in default for the \$25 amount deducted. When the tenant next submits rental payment money \$25 will first be applied to the deficient security deposit with the remaining amounts being applied to the current rent charges. This will cause the current rent to not be paid in full. Late penalties, collection, and eviction will then follow.

Should any 12 or 6 month lease convert to a month-to-month lease by the Tenant “holding over” then the rent for this unit shall increase to the amount

of \$ _____ per month.

_____ Tenant to Initial Here. (This provision applies regardless of whether the tenant’s initials appear here)

PARTIAL PAYMENTS ARE DEFAULT

Tenant agrees to pay the full due and owing amount including any penalty at each due date. While partial payments will be accepted by the Landlord, any shortage in payment will be considered under the terms of this agreement as placing the tenant in default. Upon default penalty provisions will take effect as if no rent payment had been received.

It is understood and agreed that all such partial payments accepted by Landlord will be “**ACCEPTED WITH RESERVATION**” only and will not prevent the Landlord from proceeding to collection and eviction.

Example: Tenant pays \$300 on a monthly due amount of \$350.00. The tenants will be given credit for the \$300 payment but the tenants will immediately be in default and in the total amount due and owing is not paid by the 5th of the month it is due, the tenants will be assessed a \$25 late fee on the 6th day of the month as well as \$3.00 per day for each day thereafter until the shortage, all penalties, and any collection costs are paid up in full.

SECURITY-PERFORMANCE DEPOSIT

[Select only one (1) of the three options]

_____ Security Deposit Paid at Beginning of Lease Term. In addition to the rental payments set forth herein, the Tenant agrees to pay to the

Landlord the sum of \$ _____ as security deposit payable upon the execution of this Lease Agreement Document. Tenant must thereafter maintain this amount as a security deposit. In the event that a portion of the security deposit is retained or used by the Landlord under the terms of this lease, Tenant will make prompt payment of additional security deposit amounts to the Landlord to maintain the security deposit amount listed. The deposit is to be held by the landlord as security for the faithful performance by tenant of all the terms of this Agreement, including, but not limited to, the paragraph concerning vacating the premises. The deposit **less a non-refundable cleaning fee of \$ _** _____ is to be returned at the termination of this agreement, within thirty (30) days of such vacating of the premises, less any charges for damages to the premises, fixtures or furnishings, and less any cleaning costs due to premises not being returned thoroughly cleaned. If any portion of the deposit is retained by the landlord, he shall forward with thirty (30) days after termination of this Agreement an itemized accounting of the proceeds, which are retained and the reasons therefore. Tenant agrees to notify the landlord, IN WRITING of his new address within fourteen (14) days after vacating the premises. In the event the tenants does not furnish a forwarding address IN WRITING to Landlord, the Landlord may send a letter, regular mail, to the tenant’s last know address and advise the tenant that the deposit is being held by the Landlord pending notification by tenant as to where the deposit is to be sent. In no case will Landlord mail a return performance deposit to the last know address of the tenant until the tenant furnishes his new address IN WRITING to Landlord.

THE PERFORMANCE MAY NOT UNDER ANY CIRCUMSTANCES OR CONDITIONS BE DEDUCTED FROM ANY RENTAL PAYMENTS.

The security deposit required by this lease must be paid up in full by the beginning of the first month of occupancy by the tenant unless otherwise agreed to in writing by the Landlord and Tenant. In the event that amounts are taken from the security deposit by the Landlord under any provisions of this Lease, such amounts must be replaced by the tenant on the 1st day of each month following the deduction. The depleted security deposit will be re-funded by the first monies thereafter received from the tenant under the "oldest debt paid first" rule.

EXAMPLE: Tenant fails to mow yard and landlord mows the yard after posting notification to tenant as provided in this Agreement. Tenant will be assessed a \$50 mowing fee and it will be immediately deducted from the security deposit. Tenants must replace the \$50 subtracted on the first day of the following month or be in violation of this Agreement. Should the tenant submit his monthly rent payment the following month and not include the deducted security deposit amount the security deposit amount will be deducted from the first monies received from tenant. This will cause the tenant's monthly rent to not be paid in full and cause the tenant to be in default. Collection and eviction will follow.

Landlord is not liable for any understandings which may exist between two or more tenants and/or guarantors as to the portion of the security deposit that one Tenant may be entitled to, as opposed to another tenant. Landlord will, at termination of lease, draw one check payable to all Tenants jointly and forward same to forwarding address provided to Landlord under this lease agreement.

LANDLORD'S SUCCESSOR OBLIGATED FOR SECURITY DEPOSIT:

If landlord in any way transfers its interest in the premises, or if the Agent transfers management of the premises to a third-party, Agent or Landlord, as the case may be, may transfer the security deposit to the transferee and both are thereafter released from all liability for the return of the security deposit to Tenant(s). If such 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 the case may be, from all obligations and liability relating thereto.

_____ Security Deposit Paid in Installments. The security deposit required under this lease will be paid by the tenants as follows:

Tenant agrees that the payment schedule as outlined above creates "amounts due on the dates listed" and will be considered debts owed to the Landlord by the tenant on the due dates. These amounts will be deducted from the first monies received by the Landlord under the "oldest debts paid first" rule.

_____ No Security Deposit shall be required under this lease.

TRASH REMOVAL

Trash, whether household garbage or any other, will be removed by the Tenant at tenant's expense promptly and not allowed to accumulate on the premises. In the event trash is allowed to accumulate, tenant will be given one posted warning, and if the trash is not removed the day following the posted warning, the landlord will have trash removed. Tenant will be assessed a \$25.00 trash removal fee to be immediately subtracted from the tenant's security deposit for each trash removal. Should the tenant not have sufficient funds in tenant's security deposit account to cover the assessed costs for trash removal, such amount will become "due and payable immediately" by the tenant. Such amount will be collected under the "Oldest Debts paid First" rule from the next monies collected from tenant.

WOOD BURNING STOVES, FIREPLACES OR PITS

Unless approved in writing by the Landlord, under no circumstances may any wood burning stove, fireplace, and/or outside fire place, fire pit, or any other open flame event be utilized by any tenant or guest on the premises. Any wood burning stove or fireplace located on the premises may not be utilized by the tenants to burn anything by open flame. Tenants agree that any single violation will be a non-remedial default under the terms of this lease involving serious threat to health and safety and subject tenant to immediate eviction without opportunity to remedy the violation.

LABOR COSTS INCURRED BY LANDLORD

In the event that the Landlord hires any person to perform any work on the premises for any purpose caused by the tenant or for any omission of the tenant which is a violation of this lease or to perform any work on the premises which is the responsibility of the tenant, ie unstopping sewer lines, repairing water lines, etc, the tenant will be responsible for the payment of such labor costs to a minimum of \$10.00 per hour.

EXAMPLE: Tenant's water lines freeze and tenant does not take action to unfreeze the lines or tenant clogs either the sewer, water, or waste water lines. Landlord may hire workers to attend to the water lines and tenant will be responsible for a minimum of \$10.00 per hour for such

work. Landlord is authorized to hire such labor as is needed after first giving tenant notice that repairs must be made. Once such notice is made, if tenant does not immediately make the needed repairs, landlord may proceed to hire labor under the terms of this lease to perform the work. Amounts due to landlord under this provision created a debt to the landlord and will be subject to collection from tenant's performance deposit, and/or deductible from monies received from the tenant under the "oldest debts paid first" rule.

MOVE OUT SCHEDULE

If prior to moving out the tenant(s) do not clean the items listed below and have the listed items in satisfactory, clean, and working order (in the sole discretion of the landlord), the following charges will be deducted from tenant's security deposit or in the event the security deposit is not enough to cover the listed items, such amounts will be due and owing to the landlord as an agreed upon condition of this lease agreement. The listed charges are minimum charges and should the landlord incur an actual higher cleaning or repair charge for any listed item the actual charge will be due and owing to the landlord by the tenant(s). The list is non-exclusive and there may be cleaning items not listed here which nevertheless must be cleaned. Tenant will be responsible for actual cleaning costs on any such additional items.

KITCHEN ITEMS: Range/Oven - \$20.00; Refrigerator/Freezer- \$30.00; Dish Washer-\$20.00; Cabinets and/or counter tops- \$20.00; Dishes- \$20.00; Clean under refrigerator/stove- \$20.00; Clean Air/Exhaust Vents- \$20.00.

BATHROOM ITEMS: Shower Doors- \$20.00; Shower/Tub- \$20.00; Toilets- \$25.00 (each); Sinks/Counter Tops- \$20.00; Window/Window Sills- \$10.00 (each).

MISCELLANEOUS: Carpet Repairs, Trash Removal, Wall Paper Removal, Wash Walls and touch up paint, Holes in Walls, Door Knobs, and other damages will be billed and charged on an "actual replacement or repair cost basis."

Tenants agree to leave premises in clean, operational repair, normal wear and tear excepted. This includes mopping the solid floors and vacuuming carpet and rugs.

REPLACEMENT CHARGES

In the event items are missing or damages to the point that they must be replaced when tenant moves out, the tenant shall be responsible for replacement costs including all labor and service charges.

UTILITIES AND EQUIPMENT

Landlord and tenant agrees that landlord will furnish the following utilities and equipment, keeping same operational and repaired as outlined in this agreement:

Furniture: _____

Water: _____ Sewer _____ Cable/TV _____ Phone _____ Outside Storage Building _____

Yard and Outside Area _____ Stove/Range/Oven _____ Refrigerator _____ Heat Pump or Outside AC _____

Window A/C _____ Washer _____ Dryer _____ Other: _____

Note: There may be located in this particular unit items from the above list or other service items which are not covered by this lease agreement. Should this be the case then the tenant may use these additional items at tenant's own risk. The landlord WILL NOT REPAIR OR REPLACE any such items should they cease to work. Any such items remain the property of the landlord and landlord will remove such items from the premises at the tenant's request.

Tenant(s) shall pay any deposits required by utility companies for those utilities not provided by Landlord. For any utilities provided by landlord as part of this lease agreement, tenant agrees to use in a reasonable manner so as not to commit waste.

It shall be a material violation of this lease agreement should the tenant fail to provide for continuous electric and water service to the unit. Should such services be interrupted the landlord may process to obtain possession of the premises and take whatever action is necessary to prevent damage to the unit.

ANIMALS

No dogs, cats, birds, mammals, snakes, or other animals may be kept or allowed to remain on the premises, either inside or outside, by the tenant or any guests without written approval of the landlord.

Tenants hereby as an agreed upon provision of this lease agreement give the landlord and/or landlord's agents permission to immediately come onto the demise premises and remove any animal from the premises found in violation of this lease agreement. Tenants hereby waive any liability to the landlord or landlord's agents for any such animal removal.

Any such animals found frequenting the premises will be live-trapped and removed by the landlord WITHOUT PRIOR NOTICE TO TENANTS. Example: Tenant is expected to abide by this agreement and as such not to own or possess any unauthorized animals on the premises. Any animals found on the premises will be immediately seized by the landlord or landlord's agents and removed from the premises.

Example: During an inspection the landlord locates a cat on the premises. The landlord will capture and remove the cat without notification to anyone.

In the event that any prohibited animal is found inside the rental unit and such animal is not on the premises by written permission of the landlord the following shall apply:

1. The presence of the animal shall be a material violation of this lease agreement. The ownership of the animal is immaterial. The length of time the animal has been on the property is immaterial, and.
2. The tenant will immediately be given notice of the material violation of this lease agreement and the tenant must immediately cause the removal of the animal if the animal has not already been removed by the landlord, and.
3. The tenant must within 21 days of the notification of material violation of this lease agreement have the entire premises cleaned by a professional licensed cleaning service, licensed to do business in the Commonwealth of Virginia, and
4. Furnish to the landlord a copy of the paid receipt from such professional cleaning service and contact information so that the landlord can verify that the cleaning has taken place and that the cleaning service is so licensed to do business in the Commonwealth of Virginia. Carpets must be cleaned by a professional carpet cleaning service, and
5. In no instance shall a tenant be permitted to self-clean the unit to cure the material violation of the lease created by the presence of an animal on the premises, and
6. Failure to fully comply with all terms and conditions of this provision of this lease agreement shall lead to the eviction of the tenant at the earliest possible moment allowed by law. In the event of eviction the tenants shall remain responsible for all clean up costs incurred by the landlord as outlined in this section, and
7. At the option of the landlord, pay for the services of a professional exterminator to treat the premises to remove any ticks, fleas, or other parasites left behind by any such animals.

SERVICES

The tenant(s) jointly and severally shall be responsible for keeping clean, clear, and unobstructed his own entrance to the premises. The landlord is not responsible for repairing broken glass, window panes, storm door panels under any circumstances. The landlord has no duty to repair except as expressly provided in this agreement or as required by law.

Landlord will not be responsible for UNSTOPPING ANY DRAIN PIPES, SINK PIPES, SEWER LINES OR DRAINS that may become clogged or choked by actions of the tenant or tenant's guests.

Landlord will not be responsible for THAWING OUT OR UNFREEZING OF ANY WATER LINES OR DRAIN LINES.

Tenant agrees to repair any/all pipes that may burst from freezing and to unclog any stopped up waste lines in a timely manner and in all cases within 7 days of discovery of the problem.

Tenant agrees to keep the premises clean at all times; trash and garbage is to be removed promptly and such removal is the responsibility of the tenant regardless of the availability of municipal trash removal services. The exterior of the premises to include the yard and any deck or porch must be kept clean and clear of any/all trash and debris. In no instance shall a deck be allowed to accumulate junk and/or trash.

HEAT PUMPS AIR CONDITIONING SYSTEMS AND SMOKE DETECTORS:

Tenant(s) is responsible for replacing and keeping replaced all air filters in all heating systems and air conditioning systems in the unit at tenant's expense. Tenant is responsible for replacing all batteries needed in any/all smoke detectors in order to keep these safety items in good repair and in working condition, at tenant's expense.

Should the tenant call for a repair to any such system and the repairman report that the only problem with the system is that the filter is dirty, the entire repair costs will be charged to the tenant and be immediately removed from the tenant's damage deposit.

Tenants will keep ALL TRASH REMOVED FROM THE PREMISES. Should the landlord observe trash on the premises, landlord will cause the same to be removed and tenants will be responsible for the hourly rate expended in the trash pick up and removal.

REPAIRS

Needed repairs to a unit will be provided as soon as is practicable. The landlord must contract with service providers to perform such service work. Tenant agrees that landlord may take up to 7 working days to contract for repairs especially when outside contractors must be hired.

Tenant understands and agrees that such necessary delays may mean that a tenant is without a provided-for items covered by this lease agreement for the period of time necessary for the repair.

PARKING AND VEHICLES

Each tenant is authorized to park not more than two (2) personal vehicles **legally registered to the tenant**, in an area designated for parking. Tenant will furnish to landlord upon landlord's request identifying and registration information on any vehicle to be parked on the premises by the tenant.

Under no circumstances may a vehicle not currently and legally registered to be operated on the highways of the Commonwealth of Virginia be parked or stored on the premises. No vehicle incapable of being driven or moved shall be parked or stored on the premises. Ie vehicles that are inoperable due to flat tires, and/or other mechanical problems.

Tenants will park vehicles only in designated parking spaces and will share all "common parking spaces" with other tenants of this or other units making use of the same common parking areas.

Tenants will be responsible for all yard repair caused by vehicles being parked our operated in these non-approved areas.

Vehicles not registered to tenants and/or vehicles not approved by the landlord will not be parked on the premises. Guest vehicles may be parked on the premises only for such periods of time as guests are allowed on the same premises.

No unapproved vehicles, not registered to the tenant(s) will be allowed to remain on the premises for more that five (5) days in any 30 day period. Any such vehicle will be removed by the landlord at the vehicle owner's expense.

For the purposes of this lease agreement, a vehicle shall be deemed parked on the premises if it is parked for any 2 hour period during any particular day.

Example: A vehicle parked from 100AM-300AM on any particular day shall be deemed to have been "parked on the premises" for that particular day.

Tenants may be given a written warning for any vehicle parked on the premises in violation of this lease agreement. Landlord has no duty to notify any person or owner of a motor vehicle not a party to this lease agreement before causing the vehicle to be removed from the premises.

Tenant and landlord agree that as a bargained for provision of this lease agreement that any particular vehicle, not registered to the tenant, may be "barred" from the premises covered by this lease agreement in the sole discretion of the landlord by the landlord giving notice to the tenant or by posting such notice on the premises' entrance door.

AIR FILTERS, AND SMOKE DETECTOR BATTERIES

Each tenant shall be responsible for replacing any air filters required of the heating and/or cooling system on a regular basis at the tenant's expense.

Air filters found to be dirty and smoke detector batteries found to be dead will be replaced by the landlord once detected and a charge placed against the tenant's damage/performance deposit.

Failure to keep air filters and operational batteries replaced is a material breach of the covenants of this lease agreement and repeated violations will lead to eviction.

Each tenant shall be responsible for replacing any/all batteries required to keep any battery-operated smoke detectors operational at the tenant's expense.

INSPECTION

The tenant agrees that tenant will take care of the premises and any fixtures and equipment therein, and upon the expiration of the term of this lease, or any extension thereof, will leave the premises thoroughly cleaned and in good condition, ordinary wear and tear excepted. Tenant shall be responsible for all repairs which are in excess of ordinary wear and tear.

The Landlord may enter the premises for the following purposes: to inspect to see that tenant is complying with the provisions of this lease; to make repairs, alterations, or improvements; to show the dwelling to prospective purchasers, mortgagees, tenants, workmen or contractors. Such entry shall not be so frequent as to seriously disturb the tenant's peaceful enjoyment of the premises. Such entries shall take place with reasonable prior notice to the tenant; consent shall not be unreasonably withheld. Tenant agrees that Landlord may inspect at lease once a month upon landlord giving Tenant notice.

Notice shall be deemed sufficient if mailed to tenant at address on file with landlord and/or by posting notice to an entrance door to the premises at least 8 hours prior to a regular inspection.

The above notwithstanding, Tenant agrees that the Landlord may enter the premises at any time without notice in response to any situation reasonable believed by the landlord to be an emergency to life, limb, or property damage

FAILURE TO PAY RENT; BREACH OF COVENANTS

In the event of (a) the Tenant's breach of this agreement, (b) the Tenant's abandonment of the premises, (c) the filing of insolvency proceedings by or against the Tenant or the appointment of a receiver or Trustee of his property, (d) the Landlord not receiving any full payment of rent or other charges by the fifth of the month in which it is due, (e) the Tenant's denial of any right reserved in this agreement to the Landlord, (f) the institutions of legal proceedings by or against the Tenant looking to a disposition of the premises or any part thereof, (g) the use of the premises by the Tenant or others for illegal purposes, (h) a breach of Tenant's obligations under this agreement involving or constituting a criminal or willful act, which is not remediable and which poses a threat to health or safety or (I) the arrest by law enforcement officers of the tenant or any guest while the tenant or guest is on the demised premises-----, the Landlord shall have the right to

- (1) Enter and retain possession of the premises by any lawful means and remove the Tenant and his effects by lawful entry or detainer proceedings; and/or
- (2) To sue for rent, provided that the landlord's recourse to any of these remedies shall not deprive him of any other action or remedy permitted by law.

Should the Landlord elect to pursue any such remedies, regardless of whether such action shall be prosecuted to judgement, the Tenants, Guarantors, and all co-signers shall be jointly and severally liable as follows:

1. For all installments of rent and other charges that are past due and for the remainder of the term of this lease which shall immediately become accelerated and due and payable; and/or
2. For all expenses that may be incurred by the landlord for re-renting the premises, including, but not limited to cleaning and repairing expenses, and/or
3. For all expenses that may be incurred by the landlord for possession of the premises or for collection of unpaid rent or other charges under this agreement, and/or
4. For reasonable attorney fees incurred by the Landlord for possession of the premises or for collection of unpaid rent damages, or other charges where the Tenant's breach of this lease agreement results from the tenant's willful non-compliance. All parties agree to the rate of \$125 per hour as reasonable attorney fees.

If the Tenant has breached this lease agreement by failing to pay rent in full when due, the landlord shall give written notice by "5 DAY PAY OR QUIT" letter to the Tenant stating that the lease will terminate in five (5) days if the rent and all late and other fees are not paid in full. If the tenant fails to pay the due amount in full within the five (5) day period, the landlord may terminate this lease agreement and proceed to obtain possession of the premises by filing an unlawful detainer or other appropriate court action or proceeding, wherein the landlord may pursue a claim for rent and/or other damages.

In all instances a tenant(s) must pay all outstanding rents, costs, and fees to the landlord before the tenant can "cure" any defect under this lease agreement and remain on the premises.

All parties agree that the agreed upon jurisdiction for any legal action connected with this lease shall be in **WISE COUNTY, VIRGINIA** regardless of the actual location of the premises covered by this agreement. This agreement as to jurisdiction is a bargained-for provision of this lease agreement between the Landlord and/or tenants, guarantors, and/or co-signers.

QUIET ENJOYMENT

The Landlord covenants that the Tenant, on paying the rental and performing the covenants and conditions in this lease in full, may peacefully and quietly have, hold, and enjoy the leased premises. The demised premises shall be occupied only the Tenant(s) as a private dwelling and for no other purposes, and no persons other than those signing this lease as a Tenant, whether such person is a member of the family of Tenant, shall occupy said premises so as to become a resident within the definition provided in this lease.

Tenant(s) may not, under any circumstances, use or occupy the demised premises for any business-related purpose whatsoever. This lease provision specifically prohibits the tenant or anyone else from operated a baby-sitting, day care, or other such operation anywhere on the premises. The premises shall be used as a private residence only and no business related activity is to take place anywhere on the premises.

TERMINATION

[Choose only one (1) of the four options]

- _____ 12 month lease: The term of this lease is 12 months as noted herein and shall terminate on the specific and actual date shown in this agreement. Should the tenant vacate the premises early of tenant's own free will, then the tenant, guarantors, and co-signers shall remain obligated to pay the monthly lease payments and perform all other actions required of the tenant until either the end of the specific lease period or until the landlord re-rents the property whichever comes first.

- _____ 6 month lease: The term of this lease is 6 months and thereafter a month-to-month lease. Should the tenant vacate the premises early of tenant's own free will, then the tenant, guarantors, and co-signers shall remain obligated to pay the monthly lease payments and perform all other actions required of the tenant until either the end of the specific lease period or until the landlord re-rents the property whichever comes first.

- _____ Month to Month: Either party may terminate a month-to-month lease agreement by giving the other written notice of termination at lease 30 days prior to the date the tenancy shall end. Should the tenant vacate the premises early of tenant's own free will, then the tenant, guarantors, and co-signers shall remain obligated to pay the monthly lease payments and perform all other actions required of the tenant until either the end of the specific lease period or until the landlord re-rents the property whichever comes first.

- _____ Other: _____

Month-to-Month lease provisions govern all "hold-over" tenants from any lease.

Example: At the end of a 12 month period on a 12 month lease, the tenant does not sign a new lease but continues to reside in the rental unit and pay in full the monthly rent and other charges. This lease is converted to a month-to-month lease at that point and continues as a month-to-month lease until terminated by either the landlord or the tenant. All other provisions of the original lease agreement continue in full force and effect.

NOTE: IF THE RENTAL AMOUNT FOR A PROPERTY IS HIGHER FOR A MONTH-TO-MONTH LEASE THAN IT IS FOR A 12 MONTH LEASE THEN THE RENT WILL BE RAISED TO REFLECT THE NEW MONTH-TO-MONTH LEASE AMOUNT. TO AVOID A RENTAL INCREASE THE TENANT SHOULD SCHEDULE TO RENEW THE LEASE FOR ANOTHER 12 MONTH TERM.

RENEWAL NOTIFICATION

In all 12 month and 6 month leases, tenant shall be required to notify landlord 90 days prior to the expiration date of this lease if tenant intends to renew or sign a new lease on the demised premises. Should tenant or landlord elect not to renew for a new lease term this 90 day notification period allows landlord to market property to new tenants in order to avoid vacancies.

Failure of tenant to notify landlord of intent to renew lease may have the effect of tenant not being allowed to renew and unit to be rented to another tenant.

Provisions of this section notwithstanding, landlord and tenant agree that this lease ends on the date so stated in this lease.

This notification period shall not grant to any tenant an automatic right to renew lease but is to be utilized by landlord as a planning tool to avoid surprised vacancies caused by tenant's lease expiring and landlord not having marketed the property to new tenants.

VACATING

Upon the termination of the tenancy, the Tenant shall completely vacate the premises, including the removal of all of his or her property. No right of storage is given by this agreement and the landlord has no duty to store or protect the tenant's possessions against loss. In the event the Tenant's property is not removed, the Landlord may dispose of such property at his discretion, without any notice or liability to the Tenant or any other owner for damage or loss.

This is a bargained for provision of this lease agreement and such agreement is reached between the parties with the understanding of the problem experienced by the landlord when tenants vacate property and leave personal property behind.

After notice of termination of this lease by Landlord, Agent, or tenant or 60 days preceding the expiration of applicable cure period of the lease term a "For Rent" or other such sign may be placed upon the premises by the landlord in addition to a landlord's information box or other such device. The landlord may exhibit the premises, including entry thereto, to prospective purchasers, and/or tenants at reasonable times and during reasonable hours.

If the tenant refuses to allow or prevents access to the premises the landlord may obtain injunctive relief to compel access or may terminate this lease agreement. In either case, Landlord may recover from tenant, co-signers, and/or guarantors actual damages sustained including reasonable attorney fees.

Tenants shall give landlord notice of any anticipated extended absence of tenant(s) from the premises in excess of seven (7) days. During such absence of tenant(s), landlord may enter the premises at time reasonably necessary to protect the premises. In the event that tenant(s) fails to give such notice, Landlord may recover from tenant(s), co-signers, and/or guarantors any actual damages sustained and shall have all other rights provided by law.

INJURY, DAMAGE OR DESTRUCTION

Landlord shall not be liable to the Tenant for any damage to the tenant's person or property by reason of the landlord's failure to keep said premises in repair other than those imposed upon the landlord under current Virginia law.

In the event of the destruction of the leased premises by fire, explosion, the elements, or otherwise through no fault or negligence of the Tenant, his family or guests, or in the event of such partial destruction as to render the premises unfit for occupancy, the term hereby created shall, at the option of either party upon notice to the other, terminate as of the date of such damage and the accrued rent shall be paid up to the time of such damage.

For the purposes of this lease agreement the term "unfit for occupancy" shall be that degree of approval currently in use as determined by a Housing and Urban Development inspector for Section 8 approved housing.

Tenant understands and agrees that landlord has not and has no duty to purchase or maintain insurance on any belongings of the tenant. Tenant shall maintain his own hazard insurance policy if desired, to protect tenant and/or tenant's personal property against damage, injury, or destruction from any cause whatsoever.

DECK COVERAGE OR OUTSIDE STORAGE UNITS

Landlord will not be responsible for any repairs to any deck covering or deck roof or for any outside storage buildings or structures on the premises. If deck covering or outside storage facilities is located on the premises it/they is/are provided for the gratis enjoyment of the Tenant and not a bargained for provision of this lease. Such deck covering or storage units may be removed at the option of the Landlord.

YARD MOWING AND MAINTENANCE

[Choose only one (1) of the three options]

_____ Tenant to maintain yard area. Tenants are individually and severally liable for the proper mowing and maintenance of any yard area associated with the rental premises. Yards will be mowed at least **once a week** during mowing season and at all times the yard will be mowed so as to present a neat appearance. In the event the yard is not mowed, the landlord will post a warning on the tenant's door notifying the tenant to mow the yard. If the yard is not mowed within 2 days of the posting the landlord will proceed to have the yard mowed and \$50.00 will be deducted from the tenant's performance deposit. The tenant must then bring the performance deposit back up to the full amount as provided elsewhere in this lease agreement. Repeated failure to mow yard areas is a violation of the lease and tenants may be evicted for failure to keep yard mowed and attended to.

_____ Tenant is not responsible for yard maintenance. Yard maintenance will be provided for by landlord.

_____ There is no yard associated with this rental unit.

MINOR REPAIR PROVISION

[Choose only one (1) of the two options]

_____ Tenant has elected as a condition of this lease agreement to pay for any/all minor repairs to the rental unit as an agreed-upon and bargained for provision of this lease agreement. For the purposes of this lease a "minor repair" shall be defined as any repair/maintenance event in which the material cost does not exceed fifty dollars (\$50.00). Needed repairs must be made to keep the unit up to HUD code specifications. If a needed repair is required and the tenant does not make the repair the landlord may proceed to make the repair and charge the tenant.

Example: A light switch in the bathroom ceases to function properly and the tenant calls the landlord to repair. The repair is completed

by the landlord at a parts cost of \$35.00. The cost of the repair will be deducted from the tenant's performance deposit. The tenant will have to pay the performance deposit back up to full amount by the date the next rent is due. Additionally the tenant will be responsible for all labor charges incurred by the landlord in making this repair.

The same repair is completed at a parts cost of \$52.00. The landlord pays for the repair.

_____ Landlord completes all covered/needed repairs.

POLICY WHEN ONE TENANT VACATES

All tenants, guarantors, and co-signers are jointly and severally liable for all rental amounts and all other amounts due or which may become due under the provisions of this lease including attorney fees. Should one or more tenants on a multiple-tenant lease decide to move or vacate the premises the over-all rent will be unaffected and remain the responsibility of all tenants, guarantors, and co-signers, including the tenant who is moving.

Vacating tenants will remain liable for all the obligations of the lease unless and until the vacating tenant receives a "Release of Lease Obligations" form from the landlord or the lease term expires whichever occurs first. The landlord is under no obligation to issue any such "Release of Lease Obligation" form for any vacating tenant. Should the landlord decide to so release a vacating tenant the landlord will do so only after inspecting the premises and upon the agreement of all the remaining tenants.

REPRESENTATIONS

The parties acknowledge that landlord and his agents have not make any binding promises or representations other than those contained in this lease agreement. The tenant understands that if a promise or representation is made by landlord or landlord's agents before the signing of this lease agreement which is not set forth in this lease agreement, that such promise or representation is not binding upon the landlord.

ADDITIONAL SPECIAL CONDITIONS

Any additional special conditions or provisions made in writing, signed by all affected parties may be attached to this agreement and are made a part of this agreement by reference.

Additions and or alterations of this pre-printed lease agreement made in landlord's or landlord's agents handwriting are binding on all parties and control over any pre-printed portions of this lease agreement.

_____ This lease contains an additional provision page which is part of this lease agreement.

BARRING OF PERSONS AND/OR VEHICLES

Tenant(s) and landlord agrees that the Landlord and/or landlord's agents may bar any person(s) and/or the presence of any vehicle or other item of personal property, not a party to this lease agreement from the common areas of the property as well as any and all property associated with this lease agreement at the discretion of the landlord.

Persons, including any guests of the tenant who cause problems on the property or problems with the tenants of this property or any other company owned or managed property will be barred by trespass by the landlord or landlord's agents. The condition of "causing problems" will be determined in the sole discretion of the landlord and will include any instances in which any person is arrested by law enforcement officers from the property or common areas and/or any person subject to any police action on the premises or common areas.

Tenant(s) agree this right to bar persons and/or vehicles or personal property from the property is a specific, bargained-for provision of this lease and that the tenant is giving up rights that the tenant may otherwise have to associate with persons who are barred from trespassing on the premises.

Persons who trespass upon the property of the landlord after being barred from said property may be criminally prosecuted for trespassing.

Tenants who invite, participate or allow by acquisition or otherwise the trespass of any persons barred by the landlord or the landlord's agents will be in violation of this lease agreement and subject to eviction. Additionally any such person who aids and abets such barred person in trespassing may be criminally prosecuted.

For the purposes of this lease agreement any person who stays overnight on the premises more than 5 nights in any one month shall be determined

to be a "tenant" and not a guest. No such "tenant" may remain on the premises unless they have signed the lease agreement.

REPRESENTATIONS IN RENTAL APPLICATION

This lease agreement was entered into based upon the representations of tenant(s), co-signers, and/or guarantors contained in the Rental Application. If any of those representations are found to be misleading, incorrect, or untrue, Landlord may immediately terminate this Lease Agreement and notify Tenant(s) to vacate the premises.

No part of this lease may be sub-leased to any person.

SEXUAL OFFENDERS:

Tenant(s) should exercise whatever due diligence tenant(s) deems necessary with respect to information on any sexual offenders registered under Virginia Code Section 19.2-387 et seq.) Such information may be obtained by contacting you local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or www.state.va.us/vsp/vsp.html.

HUD AND OTHER CONFLICT PROVISIONS

In the event that this property is subject to a Section 8 Rental Assistance Lease otherwise known as a HUD lease then the following provisions shall apply.

All parts of this lease agreement shall be read together "in-harmony" with the provisions of the HUD lease if possible, giving full force and effect to all provisions of both leases.

In the event that there is an actual conflict with any provisions of this lease and the HUD lease then in all events the provisions of the HUD lease will control.

Any provision found in this lease that is not the subject of any similar provision of a HUD lease will be in full force and effect.

Any provision found in a HUD lease that is not subject to any similar provision of this lease will be in full force and effect.

Any provision of this lease agreement found to be invalid by a court of law for any reason shall not effect the remaining portions of this lease agreement not in conflict and all other remaining provisions of this lease agreement shall remain in full force and effect.

SERVICE ADDRESS

Tenant agrees that tenant will be properly and lawfully served by the landlord with any communication, including the receipt of any notices required under this agreement or under law at the address(s) listed below: (Either by mailing first class mail or by posting)

In the event that the mailing/service address changes it is the RESPONSIBILITY OF THE TENANT to properly notify the landlord in writing of the new service address. Should the tenant fail to notify the landlord in writing of a change of service address then tenant agrees that tenant will be properly notified and legally served when any such communication is mailed, regular mail, by the landlord to the last address on file for tenant.

Tenant also agrees that Tenant will be properly notified of any communication including agreed service of any legal communications when such communication is POSTED to any entrance door of the premises subject of this lease.

FINAL AGREEMENT

This written lease agreement including any listing of special conditions attached hereto and made a part hereof by reference represents the parties' full and complete understanding; there are no other agreements, either written or oral. This agreement may be modified or altered only by a writing signed by all parties of the lease or by other method covered in this lease agreement.

This lease agreement, together with any Special Conditions attached or noted shall be binding upon and shall inure to the benefit of the landlord, landlord's successors, assigns, heirs, executors, and/or administrators and where permitted, the assigns of the tenant.

All persons signing this agreement whether tenant or additional guarantors are individually and severally responsible for all the provisions of the agreement including the payment of all rents and payment for any/all damage caused by any tenant or guests of tenants.

Signature Pages Follow:

SIGNATURES AND ACKNOWLEDGMENTS:

Landlord, Owner, or Owner Agent
Date: _____

STATE OF _____,
COUNTY OF _____, TO-WIT:

This ___ day of _____, 2008 appeared before me Gregory D. Gilbert a person known to be to be the Owner of Fig Enterprises L.L.C. and signed the foregoing document in my presence.

NOTARY PUBLIC

Commission Expires: _____
Commission Number: _____

Tenant, Co-Signer, and/or Guarantor
Date: _____

STATE OF _____,
COUNTY OF _____, TO-WIT:

This ___ day of _____, 2008 appeared before me _____ a person known to me or a person providing adequate evidence of their identity and signed the foregoing document in my presence as Tenant, Co-Signer, and/or Guarantor..

NOTARY PUBLIC

Commission Expires: _____
Commission Number: _____

Tenant, Co-Signer, and/or Guarantor
Date: _____

STATE OF _____,
COUNTY OF _____, TO-WIT:

This ____ day of _____, 2008 appeared before me
_____ a person known to me or a person
providing adequate evidence of their identity and signed the foregoing document in my presence as
Tenant, Co-Signer, and/or Guarantor.

NOTARY PUBLIC

Commission Expires: _____
Commission Number: _____

Tenant, Co-Signer, and/or Guarantor
Date: _____

STATE OF _____,
COUNTY OF _____, TO-WIT:

This ____ day of _____, 2008 appeared before me
_____ a person known to me or a person
providing adequate evidence of their identity and signed the foregoing document in my presence as
Tenant, Co-Signer, and/or Guarantor..

NOTARY PUBLIC

Commission Expires: _____
Commission Number: _____

Copy Write Protected: Fig Enterprises LLC
Last Modification Date: June, 2008