

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 .Mark non-applicable choices as "No" or "NA"]

_____ 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 upon agreement, the tenant continue to reside/occupy 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 unless tenant "holds-over" without objection from the landlord and pays the agreed-upon rent increase of \$50 per month.
_____ 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 parties 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:

_____ Post Office Box 2949, Wise, Virginia 24293 or
hand delivered to 201 East Main Street, Wise, Virginia 24293 or
_____ Other as noted below.

_____ 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 Fifty Dollars (\$50.00) 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 unless this condition is modified by agreement between the tenant and landlord. (Ie an "arrear agreement.")

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 could then follow.

Should any 12 or more monthly lease convert to a month-to-month lease by the Tenant "holding over" then tenant fully agrees that the rent for this unit shall automatically and without further notice increase in the amount of \$50 per month.

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.

PERFORMANCE DEPOSIT (NON-ANIMAL UNITS)

[Select applicable options. Mark non-applicable choices as "No" or "NA"]

_____ Security Deposit Paid at Beginning of Lease Term. REFUNDABLE UNDER FOLLOWING TERMS AND CONDITIONS. In addition to the rental payments set forth herein, the Tenant agrees to pay to the Landlord the sum of \$_____ as performance deposit payable upon the execution of this Lease Agreement Document. Tenant must thereafter maintain this amount as a performance deposit. In the event that a portion of the performance deposit is retained or used by the Landlord under the terms of this lease, Tenant will make prompt payment of additional performance deposit amounts to the Landlord to maintain the performance deposit amount listed. The deposit is to be held by the landlord as performance 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 forty five (45) 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 forty five (45) 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 performance 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 performance 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 performance 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 performance 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 performance deposit amount the performance 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 could 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 performance 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.

There WILL BE NO PARTIAL DEPOSIT REFUNDS to departing co-tenants. The Landlord has no way of knowing who paid what part of any performance deposit. Departing tenants will not be paid any deposit money by the landlord. Deposits will be returned to the current tenants at the expiration of the lease agreement.

EXAMPLE:

Junior and his two college buddies go in together and rent an apartment with a required deposit of \$600.00. Each pays \$200 toward the deposit. Junior flunks out of college and moves back home. He wants "his part" of the damage deposit refunded. There will be no refund. The Deposit will be processed as outlined elsewhere in this agreement at the termination of the lease period. Even if Junior is successful in getting a RELEASE OF RENTAL OBLIGATIONS letter from the landlord, he will not get a deposit refund.

LANDLORD'S SUCCESSOR OBLIGATED FOR PERFORMANCE 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 performance deposit to the transferee and both are thereafter released from all liability for the return of the performance deposit to Tenant(s). If such transfer occurs, Tenant(s) agree to look to the transferee solely for the return of the performance deposit and to release Landlord and/or Agent, as the case may be, from all obligations and liability relating thereto.

_____ Performance Deposit Paid in Installments. The performance 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 Performance Deposit shall be required under this lease.

_____ Performance Deposit Refunded and applied as a "Pet Fee" on this date of _____

Tenant(s)

Landlord

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 performance deposit for each trash removal. Should the tenant not have sufficient funds in tenant's performance 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.

Tenants who live in "trash picked up as part of the lease" units will familiarize themselves with the scheduled trash pick up schedule and only place their trash out for pickup on the morning of the date the trash is scheduled to be picked up.

Tenants will be responsible for all trash that is scattered by animals except that scattered after set out on the morning of the scheduled pick up.

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. No deck may be used as a storage location.

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 agree to be responsible for the hourly rate expended in the trash pick up and removal.

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 \$20.00 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 \$20.00 per hour for such work.

Landlord is authorized to hire such labor as is needed after first giving tenant notice. The Landlord will then 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.

Tenants may not SELF-REPAIR under any circumstances unless authorized elsewhere under this lease or approved IN WRITING by the landlord prior to any self-repair being undertaken.

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 performance deposit or in the event the performance 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: **V**= Yes Furnished and Maintained by Landlord. **N**=Not furnished or maintained by landlord. **U** = Present and may be used by tenants but will not be replaced, maintained, or repaired by landlord.

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. Such items may be designated with a "U".

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

[Select applicable option. Mark non-applicable choice as "No" or "NA"]

_____ This is a animal-approved unit for the following animals: _____

Animal approved units must nevertheless be kept in a neat, orderly and sanitary condition. The landlord may inspect a animal-approved unit on a more frequent basis. In no instance shall the number of animals be increased after the signing of this agreement without the written permission of the landlord and the payment of additional animal damage deposits.

It will be a violation of this lease agreement if animal feces are found in the unit under any conditions unless they are in an appropriate container such as a litter box. All such litter boxes and/or waste-areas are to be kept clean and sanitary at all times.

Animals MAY NOT UNDER ANY CIRCUMSTANCES be left in the unit unattended for extended periods of time. Tenants understand and agree that the landlord will enter the unit and have animal control officers remove any unattended animal that appears to be abandoned by the tenant.

Tenant agrees that the presence of any animal feces or odor of animal feces in the unit shall be prima facie evidence that the animal(s) in the unit have been abandoned by the tenant.

A NON-REFUNDABLE animal fee in the amount of \$ _____ is paid by the tenants.

_____ This is a **Animal PROHIBITED UNIT** and the following terms apply:

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.

_____ This lease was originally a Animal PROHIBITED unit but was changed to a Animal UNIT on the date of _____

_____ A Animal FEE of \$ _____ was collected from tenant.
Landlord

PESTS AND DEAD VERMIN

Landlord will within the first 30 days of occupancy provide pest extermination services to the premises in the event that ants, roaches, wasps, termites, rats, mice or other pests are discovered or found on the premises. Thereafter, the removal, extermination, and/or treatment required to remove any such pests is the RESPONSIBILITY OF THE TENANT. Tenants shall be fully responsible to ensure that conditions on the premises are such that pests do not come into or onto the premises such as promptly removing trash and not leaving food and other items available which encourage pests.

The landlord may elect to employ a professional pest extermination company to deal with pest problems. Tenant will be notified as per applicable Virginia law as to the use of any chemicals by such pest extermination company.

The landlord will examine the premises and remove any dead animals or vermin that can be reasonably located on the property only within the first 30 days of any tenancy. Animals that invade a property and subsequently die are not the responsibility of the landlord. The landlord will charge regular labor rates for employee time spent in locating and removing dead vermin after the first 30 day period.

SERVICES, CLOGGED SEWER, DRAINAGE LINES OR FROZEN LINES

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.

CLOGGED SEWER OR DRAIN LINES:

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.

Sewer lines and drainage lines are guaranteed to be free of obstruction and working properly on move-in date. Tenant shall notify landlord immediately upon move-in of any clogged lines. Thereafter any clogged sewer or drainage lines are the sole responsibility of the tenant. The landlord WILL NOT, WITHOUT ADDITIONAL CHARGE, un-stop clogged drainage lines and/or sewer lines unless the problem is a design or failure of equipment issue. Tenant agrees to have repaired any/all pipes that are clogged and unstop any stopped up waste lines in a timely manner and in all cases within 7 days of discovery of the problem.

Tenants may NOT UNDERTAKE ANY REPAIR OF DRAIN OR SEWER lines which involves un-hooking or disconnection of any such line. Repairs will only be undertaken by a person authorized and licensed to make such repairs at the tenant's expense.

FROZEN WATER OR DRAIN LINES:

Water and drain lines are guaranteed to be thawed and operating properly on move-in date. Tenant shall notify landlord immediately upon move-in of any frozen water or drain lines. Thereafter landlord will not be responsible for un-freezing any water, drain, or other lines that may become frozen after move-in by the tenant. Tenants are responsible for leaving their water dripping or running a small stream about the size of a pencil lead on dates with freezing temperatures. The un-freezing of water lines IS THE RESPONSIBILITY OF THE TENANT.

Tenants MAY NOT UNDERTAKE ANY UNFREEZING OF WATER LINES which involves un-hooking or disconnection of any such line. Repairs will only be undertaken by a person authorized to make such repairs at the tenant's expense. Tenants may apply heat tape or a heat source near a frozen line only if such action can be taken without damage to the line itself.

Tenant agrees that all such frozen water lines are to be thawed out and returned to working order within 7 days of discovery of the problem.

CHARGES FOR COMPANY UN-CLOGGING LINES OR THAWING WATER LINES:

In the event that Landlord undertakes the job of un-clogging drain or sewer lines or thawing frozen water lines the tenant will be responsible for all parts costs and labor costs incurred by the Landlord. Labor costs shall be set by the landlord and tenant before any work is begun. The tenant may be required TO POST AN ADVANCE DEPOSIT OF \$200.00 WITH THE COMPANY AND SIGN A WORK PAYMENT AGREEMENT BEFORE ANY WORK IS BEGUN BY COMPANY CREW MEMBERS. This amount will be used by the Company to purchase any needed repair parts and to pay labor costs incurred in the repair. In the event that actual costs of the repair, including labor, exceed the initial deposit the tenant shall be responsible for the actual costs and labor. In the event that actual costs of the repair, including labor, are less than the initial deposit the tenant will be refunded any overage.

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.

REPAIRS - ABATEMENT OF RENT PROHIBITED

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.

Landlord shall complete all needed repairs to the premises unless otherwise provided in this lease agreement. Tenant shall not under any circumstances undertake or repair and damage to the premises including water lines without the express written permission of the landlord. Tenants shall be responsible for all damage caused by any such unauthorized repair.

Tenant agrees that tenant will NOT UNDER ANY CIRCUMSTANCES hold back or fail to pay rent due to the tenant's opinion that repairs need to be made to the premises. Tenants will fully comply with all provisions of the laws of the Commonwealth of Virginia including all provisions of the Virginia Residential Landlord Tenant Act regards the non-payment of rent due to damage or needed repairs to the premises.

PARKING AND VEHICLES

Each tenant is authorized to park not more than two (2) personal vehicles **legally registered to each 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 or 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 than 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 least once a month upon landlord giving Tenant 24 hours 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 24 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 including an inspection for unauthorized animals.

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 any 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 to the extent permitted by law ; 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. A tenant will only be allowed to "cure" under this agreement one time during the lease period.

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.

Tenants may hold no more than one "yard sale" or such related event in any one-year period.

TERMINATION

[Select applicable option. Mark non-applicable choices as "No" or "NA"]

_____ Month Lease The term of this lease is 12 or more 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 occurs first.

_____ Month to Month: Either party may terminate a month-to-month lease agreement by giving the other written notice of termination 30 days prior to the date the tenancy shall end. The 30 day notice period shall be construed under Virginia Law to be the first FULL 30 days following the date the rent is next due. 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.
EXAMPLE: Tenant gives landlord 30 day notice on May 15. The 30 days would become effective the end of June of that same year..

_____ 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 with permission of the landlord in the rental unit and pay in full the monthly rent plus any required increase 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 OR MORE MONTH LEASE THEN THE RENT WILL BE AUTOMATICALLY AND WITHOUT FURTHER NOTICE 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 MULTIPLE MONTH TERM.

RENEWAL NOTIFICATION

In all multiple month leases, tenant shall be required to notify landlord 60 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 60 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.

IF TENANT FAILS TO GIVE 60 DAYS NOTICE TO LANDLORD AND SUCH FAILURE RESULTS IN THE LANDLORD NOT BEING ABLE TO MARKET AND RE-RENT THE UNIT. TENANT WILL BE RESPONSIBLE FOR AT LEAST ONE-MONTH'S RENT SHOULD THE LANDLORD NOT BE ABLE TO RENT THE UNIT PROMPTLY.

IT IS THE RESPONSIBILITY OF THE TENANT TO TRACK THE DATES HIS/HER LEASE EXPIRES AND GIVE THE PROPER NOTIFICATIONS.

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.

INSURANCE

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

[Select applicable options. Mark non-applicable choices as "No" or "NA"]

_____ Tenant to maintain yard area. Tenants and guarantors 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.
Note: Tenants must keep the yard area to be mowed free and clear of all obstructions that would impede the uninterrupted mowing by company employees. Toys, Trash, tables, chairs, grills, and other impediments without limitation must not be allowed to accumulate in the yard area to be mowed. Tenants will be charged for all employee time expended in necessary clearing the yard prior to or during mowing.

_____ There is no yard associated with this rental unit.

CABLE -TV, OTHER LINES

Any cable t.v. lines, extension of phone lines, or electrical lines or extension cords SHALL NOT BE ALLOWED TO LIE ON THE SURFACE OF THE PROPERTY. Such lines are a hazard to mowers and others. Tenants shall be responsible for all installations whether installed by themselves or service providers for the proper location of such lines.

Tenants specifically agree that any such lines will be removed by the landlord. Tenants agree to hold harmless the landlord and/or landlord's agents and/or employees for any damage to such exposed lines.

REPAIR PROVISION

Landlord completes all covered/needed repairs.

Tenants MAY NOT UNDER ANY CIRCUMSTANCES undertake to "self repair" damage to premises. Tenants are not contractors and are not licensed to do rental repairs. The definition for a "tenant repair" is Damage.

The painting of any surface on or within a rental unit unless permission is first obtained from the Landlord is "Damage." under all provisions of this lease agreement.

POLICY WHEN ONE TENANT VACATES – NEW / ADDITIONAL TENANTS

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.**

A new or additional tenant may be added to this lease agreement ONLY AFTER BEING APPROVED BY THE LANDLORD. New, additional, or replacement tenants must file an application and receive an APPROVAL LETTER before moving onto the premises. In no instance is the Landlord required to add a new or additional tenant to the lease agreement and will do so only with the approval of ALL EXISTING TENANTS, CO-SIGNERS, AND GUARANTORS.

New or additional tenants "step into" the lease agreement existing at the time they sign. This includes the lease termination dates.

Example:

An additional tenant signing a lease that expires in three months has a three month lease the same as the existing tenants.

REPRESENTATIONS

The parties acknowledge that landlord and his agents have not made and cannot 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.

Landlord's agents and/or employees DO NOT HAVE ANY AUTHORIZATION to modify any provision of this lease agreement. Tenant may not rely on any verbal modifications as ALL MODIFICATIONS MADE TO THIS AGREEMENT MUST BE IN WRITING.

BARRING OF PERSONS AND/OR VEHICLES

Tenant(s) and landlord agree 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 or property 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 or other Agency-Assisted Lease (the other lease) then the following provisions shall apply.

All parts of this lease agreement shall be read together "in-harmony" with the provisions of the other 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 other 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 other lease will be in full force and effect.

Any provision found in a other 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.

Written additions or modifications of this lease agreement are controlling and if in actual conflict with any printed or typed provision of this Agreement then the written provisions shall control.

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.

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(s) which is/are part of this lease agreement.
Additional Page is Attached hereto.

_____ Additional hand written lease provisions:

CO-SIGNERS AND GUARANTORS

All obligations under this Lease Agreement both financial and otherwise are the joint and severable responsibilities of each and every tenant, co-signer and guarantor.

A decision to co-sign or act as guarantor for someone is a big responsibility and should not be undertaken lightly. A guarantor is responsible to see that each and every tenant obligation under this agreement is fully compliant.

Landlord may elect to proceed against any and/or all of the tenants and/or guarantors in the event of a breach of the covenants of this agreement. Landlord is under no obligation to join all of the tenants and/or guarantors in any particular enforcement action or litigation.

Thus a guarantor to the lease agreement is responsible for the actions of ALL THE TENANTS not just the tenant related to the guarantor.

EXAMPLE: Huey, Dewey, and Lewey are co-tenants. Each of their parents have signed as guarantors to the lease. Huey and Dewey pay what they consider their part of the monthly rent. Lewey does not pay, becomes angry when confronted and drives his fist through the wall of his rental unit bedroom. He then packs up and leaves. All the co-tenants and co-guarantors are responsible for both Lewey's rent and the damage.

GUARANTOR OBLIGATIONS CONTINUE THROUGH EXTENSIONS OF THE LEASE AGREEMENT.

Each guarantor agrees to remain liable to the Landlord during any extension, hold-over period, renewals, and/or additional leases for the same property under the following conditions:

1. The Guarantor will only be responsible for up to three (3) such periods of time without actually signing the new lease document, and
2. The Guarantor will only be responsible for the obligations of the tenants on whose behalf they have signed during the renewal periods in which the Guarantor has not signed the renewal document.
3. The Guarantor may "opt-out" of being a guarantor at the end of any particular rental period by giving WRITTEN NOTICE to the Landlord at the expiration of the current rental period and BEFORE the beginning of the new term.

Example: Guarantor signs original lease for Huey and this two room mates, Dewey and Lewey. At the end of the first year of the lease Huey and Dewey renew but Lewey does not. A new room mate is chosen. The Guarantor does not sign the new lease agreement. The Guarantor would continue to be responsible for Huey' and Dewey's obligations but not those of the new room mate. This is because the new room mate was not on the original lease and the Guarantor had made no promises to guarantee the new room mate's obligations.

MANAGED PROPERTY

_____ THIS IS A PROPERTY SUBJECT TO MANAGEMENT AGREEMENT.

If this provision is checked then this particular property is under a "PROPERTY MANAGEMENT AGREEMENT". The "landlord" in such an arrangement is the property management company. There is also an Owner to this property who IS NOT THE LANDLORD under any of the terms of this agreement.

Tenants agree to deal exclusively with the Landlord as defined by the agreement and this particular provision of this agreement. Tenants understand that some provisions concerning the property are Owner controlled ie structural repair, etc. Thus some items such as whether a tenant may paint or change the lay-out of a property must be first cleared by the Landlord with the Owner. The Owners may or may not agree to any such alteration.

Tenants understand and agree that an Owner of the property under management contract with the Management Company has no authority to change or modify any of the terms and conditions of this Agreement. Tenant agrees to not contact the Owner of the property without first getting the permission of the Landlord.

Tenant under NO CIRCUMSTANCES PAY ANY PORTION OF ANY MONIES OWNED UNDER THIS AGREEMENT TO ANYONE OTHER THAN THE LANDLORD. Tenant will not be given credit for any such monies paid to the Owner or any other person not designated in this Agreement.

OWNERS of the premises have contracted with the Landlord with the objective that the OWNERS will not be responsible for the day to day management of the property. THIS INCLUDES ALL CONTACT WITH TENANTS. Tenants may not contact the OWNER of the premises for any property-related matter. Failure to abide by this policy shall be a violation of this lease agreement and can lead to termination of the lease agreement and eviction of the tenant.

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.

Persons who sign this agreement at a date later than the inception of the Lease agree to be bound by all provisions found herein from the date of their signatures until the expiration of the original Agreement.

SIGNATURES AND ACKNOWLEDGMENTS FOLLOW:

Signature of Landlord, Owner, or Owner Agent
Date: _____ Printed name: _____

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

This ____ day of _____, 2011 appeared before me

_____ a person known to be to be the Landlord
as described in this Agreement and signed the foregoing document in my presence.

NOTARY PUBLIC

Commission Expires: _____
Commission Number: _____

Signature of Tenant, Co-Signer, and/or Guarantor
Date: _____ Printed Name: _____

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

This ____ day of _____, 2011 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: _____

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

Printed Name: _____

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

This ____ day of _____, 2011 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: _____

]

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

Printed Name: _____

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

This ____ day of _____, 2011 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: _____

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

Printed Name: _____

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

This ____ day of _____, 2011 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: _____

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

Printed Name: _____

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

This ____ day of _____, 2011 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: _____

This document may be used by the public.
Last Modification Date: December 26, 2011