

**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 a "hold-over" agreement is reached..

\_\_\_\_\_ 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 (1<sup>st</sup> 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 (5<sup>th</sup>) 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 6<sup>th</sup> 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..

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 more monthly 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 5<sup>th</sup> of the month it is due, the tenants will be assessed a \$25 late fee on the 6<sup>th</sup> 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 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 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 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 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 1<sup>st</sup> 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.

\_\_\_\_\_ Security 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 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.

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 \$15.00 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 \$15.00 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 moping 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: Y= 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 pet-approved unit for the following pets: \_\_\_\_\_

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

Pets 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 pet 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 pet(s) in the unit have been abandoned by the tenant.

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

\_\_\_\_\_ This is a **PET 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 PET PROHIBITED unit but was changed to a PET UNIT on the date of \_\_\_\_\_

\_\_\_\_\_ A PET 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, exceed 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 Landlord Tenant Act regards that 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.

