

If any rent installment is not received by Agent or Landlord on or before the _____ day of the month for which it is due by _____ AM / PM during the term of this Lease a late charge in amount which is either \$ _____ or _____ % of the rent installment ("Late Charge") will be assessed as additional rent. Notwithstanding the foregoing, in no event shall such Late Charge exceed the lesser of 10 percent of the monthly Rent or 10 percent of the remaining balance then due and owed by the Tenant in accordance with the VRLTA.

Checks or money orders for rental payments should be made payable to Agent or Landlord. Landlord reserves the right to require that all rental payments be made by certified funds or money order, or to require automatic or electronic payment. If the Term commences on a day other than the first day of a calendar month, then Rent for such month shall be prorated for the period between the Commencement Date and the last day of the month in which the Commencement Date falls, and shall be due and payable on the Commencement Date.

E. INSUFFICIENT FUNDS

Checks returned for insufficient funds or otherwise, or other drafts (including, without limitation, automatic or electronic payments) made on insufficient funds will result in the following charges, in addition to the late charges specified in the Lease: the face amount of the check or other draft and all other amounts recoverable by Landlord pursuant to this Lease or by law: (i) a reimbursement of bank charges for a bad check; (ii) a bad check processing fee; and (iii) a civil recovery for a bad check in an amount not more than the statutory maximum amount as authorized and allowable under § 8.01-27.2; the lesser of \$250 or three times the amount of the check, draft or order. These charges will be included as additional rent in the unlawful detainer summons or other civil action filed by Landlord. Landlord reserves the right to require certified funds.

2. UTILITIES & APPLIANCES

A. UTILITIES

Tenant shall furnish, maintain and pay all charges lawfully assessed or imposed during the said term upon the Premises, including but not limited to water, sewage / septic disposal, telephones, electricity, heating fuel and gas, if not provided by Landlord as indicated below, regardless of move out date. Tenant is responsible for all utilities except those listed below:

B. APPLIANCES

Landlord provides all appliances, equipment, and features listed below:

Appliances:

- Gas Range
- Electric Range
- Microwave Oven
- Refrigerator(s) # _____
- Dishwasher
- Ice Maker (Standalone)
- Freezer
- Clothes Dryer
- Clothes Washer

Windows:

- Blinds
- Curtains/Drapes
- Hardware

Other:

- _____
- _____
- _____
- _____
- _____
- _____
- _____

Dock, Pool and HotTub:

- Floating Dock
- Boat Lift # _____
- Pool Equipment
- Pool Cover
- Hot Tub Equipment
- Hot Tub Cover

Equipment:

- Furnace Humidifier
- Water Softener
- Well Pump and Equipment
- Sump Pump
- Window A/C Unit(s) # _____
- Smoke Alarm # _____
- Playground Equipment
- Ceiling Fan(s) # _____
- Satellite Dish & Hardware

Fireplace:

- Screen
- Doors
- Equipment / Tools
- Gas Logs
- Wood Stove

3. MAINTENANCE

Tenant agrees to keep the Premises clean and safe, use all electrical, plumbing, heating, ventilating, and air conditioning facilities and appliances in a reasonable manner. Tenant covenants and agrees to care for and maintain the Premises, equipment, appliances, and fixtures. If Tenant learns that a defect exists they shall promptly notify Landlord of the defect; otherwise, Tenant will be liable for the costs of any such additional damage, which might have been avoided had Tenant promptly notified Landlord of the defect. Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage, or removal of any part of the Premises by tenant or by any of Tenant's guests or other persons on the Premises with Tenant's consent.

A. FIREPLACE, GAS LOGS, WOOD BURNING STOVE, HEAT-O-LATOR:

Tenant shall cause any fireplace, gas logs, wood burning stove, or heat-o-lator to be professionally inspected, cleaned if necessary, and certified safe for use within the seven (7) days prior to relinquishing possession of the Premises. Tenant will provide receipt to Landlord as proof of completion.

B. GLASS BREAKAGE:

Tenant will be held responsible for ALL glass breakage in the Premises, except due to unpreventable acts of nature.

C. HEATING OIL / PROPANE:

D. INTERIOR MAINTENANCE:

Tenant required maintenance items include (but are not limited to): repairing damaged screening, lubricating door locks, replacing filters to heating and air-conditioning systems monthly, repair or replace blinds or shades if they should become damaged with like kind. Tenant agrees to maintain a temperature in the Premises sufficient to prevent the freezing of any plumbing or heating equipment and pipes and assumes the responsibility for any damage thereto as the result of Tenant's breach of the foregoing obligation. Tenant expressly covenants and agrees to use the plumbing, heating, sewage disposal, electric wiring and fixtures located on the Premises, together with any other systems or fixtures located thereon, only for the residential purposes for which such systems and fixtures are intended with ordinary and reasonable care.

E. EXTERIOR & LAWN MAINTENANCE:

Tenant expressly agrees to keep the lawn, shrubbery, and exterior of the Premises in a neat and orderly manner during the entire term of the Lease unless such services are provided. Tenant agrees to keep the gutters cleaned of all foreign matter and to keep the down spouts clean and understands cleaning may be required several times a year. Tenant agrees to trim all shrubbery at approximately the same height it was upon taking possession. Tenant agrees to weed any and all flower beds throughout the growing season to present a neat and orderly appearance.

F. PEST CONTROL:

Tenant agrees that Landlord shall have the right to enter Premises upon a twenty-four (24) hour notice to inspect and treat for pests on the Premises if such pest control services are provided in this Lease. UNLESS PROVIDED BY LANDLORD AS PART OF THE LEASE AGREEMENT, TENANT IS RESPONSIBLE TO SPRAY THE PREMISES AT TENANT'S EXPENSE TO CONTROL ALL INSECTS, RODENTS, VERMIN AND ALL OTHER NUISANCES. Any non-wood boring insects or other pests, to include rodents, not reported in writing within the first _____ days of the Lease are to be exterminated immediately and removed from the property at Tenant's expense.

G. PLUMBING:

Tenant shall be responsible for all plumbing stoppages except those as noted on the property condition report at occupancy and those instances in which the stoppage is not caused by Tenant such as tree roots in the sewer line, deterioration of sewer line causing it to collapse, or main sewer system in street blocked. All other stoppages shall be Tenant's responsibility.

4. EARLY TERMINATION OR HOLDING OVER

A. EARLY TERMINATION

Termination of this Lease Agreement at any time other than the Termination Date except as required by law or pursuant to Service Members Civil Relief Act 50 U.S.C. app. §501 et seq. shall be at Landlord's discretion and subject to negotiation and terms agreed to at the time such request for early termination is made by Tenant in writing.

B. HOLDING OVER

If Tenant remains in possession of the Premises after the Termination Date, Owner may immediately bring an action for possession of the property. Tenant shall be liable for any and all actual damages sustained by Landlord as a result of Tenant's holding over, including without limitation costs payable to a new tenant for moving, storage, meals, lodging and mileage.

Additionally, Landlord shall have the right to receive from Tenant, as liquidated damages, rent for the period of Tenant's holding over in an amount equal to _____ per diem (150% of the monthly rent maximum), for each day Tenant remains in the Premises after the date for vacating the Premises has passed. Nothing herein shall be deemed to create a right on the part of Tenant to hold over after the Termination Date. Time is of the essence for all of Tenant's obligations under this Lease.

5. MILITARY CLAUSE

- A. Any Tenant who is a member of the armed forces of the United States or a member of the Virginia National Guard serving on fulltime duty or a Civil Service technician with a National Guard unit may, through the procedure detailed in subsection (B) of this section, terminate this Lease if Tenant (i) has received permanent change of station orders to depart thirty-five (35) miles or more (radius) from the location of the Premises; (ii) has received temporary duty orders in excess of three months' duration to depart thirty-five (35) miles(radius) from the location of the Premises; (iii) is discharged or released from active duty with the armed forces of the United States or from full-time duty or technician status with the Virginia National Guard; or (iv) is ordered to report to government- supplied quarters resulting in the forfeiture of basic allowance for quarters.
- B. If Tenant qualifies to terminate this Lease pursuant to subsection (A) of this section, Tenant may do so by serving on Landlord a written notice of intent to terminate specifying a date on which the termination will become effective which date shall be not less than thirty (30) days after the due date of the first rental payment which becomes due following Tenant's notice. The termination date shall be not earlier than sixty (60) days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Tenant shall furnish Landlord with a copy of the official notification of the orders, or a signed letter from Tenant's commanding officer confirming the orders, prior to the Termination Date.
- C. Nothing in this section shall limit the amount of the Security Deposit that Landlord may retain as provided by law and in this Lease.
- D. To the extent that Tenant is a "servicemember", within the meaning of 50 USC 3911(1),
- i. To Tenant's knowledge, as of the date hereof, Tenant is not subject to any orders that would (a) require Tenant to (x) depart thirty-five (35) miles or more (radius) from the location of the Premises pursuant to permanent change of station orders, (y) depart thirty-five (35) miles or more (radius) from the location of the Premises pursuant to temporary duty orders in excess of three (3) months' duration or (z) report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters or (b) be effective to discharge or release Tenant from active duty with the Armed Forces of the United States or from full-time duty or technician status with the National Guard and;
 - ii. Tenant expressly covenants to provide written notice to Landlord within five (5) business days of receipt of any order or circumstance described in Section A(iii) hereof, which obligation shall expressly survive the delivery of this Lease.
- E. In the event of a nonpayment of rent by Tenant, Landlord reserves the right to request an allotment from the pay of the service member tenant as permitted in the Service Members Civil Relief Act.

6. RENEWAL, EXTENSION, CHANGE, & TERMINATION

A. CHANGE IN TERMS OR CONDITIONS

If Landlord intends to change the terms or conditions, including increasing the Rent, for any renewal or extension of this lease, Landlord shall give Tenant written notice, at least _____ (_____) days prior to the effective date of such renewal or extension advising Tenant of the new terms and conditions to be applicable during the renewal or extension period. Provided Landlord has given Tenant timely notice of such changes if Tenant fails to provide Landlord written notice that Tenant intends to terminate this Lease within _____ (_____) days after Landlord gives such notice, Tenant shall be deemed to have agreed to renew this Lease on terms and conditions set forth in Landlord's notice.

B. TERMINATION

Upon termination of this Lease, Tenant shall surrender the Premises in good condition, with the exception of reasonable wear and tear, and must pay for all damages, or assessments for damages made by Landlord against Tenant, in accordance with the provisions of this Lease, or as Landlord reasonably determines. LANDLORD WILL PROCEED WITH ALL WORK, IF REQUIRED, AT TENANT'S EXPENSE WITHOUT ANY FURTHER NOTICE TO TENANT. RECEIPTS FOR ANY REQUIRED CLEANINGS, INSPECTIONS, ETC. SHALL BE PROVIDED BY TENANT TO AGENT AT THE TIME OF MOVE OUT INSPECTION. TO THE EXTENT THAT TENANT IS NOT PREPARED TO SURRENDER THE PREMISES AS CONTEMPLATED IN THIS SECTION 6(B) AT THE TIME OF SUCH INSPECTION, LANDLORD RESERVES THE RIGHT TO CHARGE TENANT A RE-INSPECTION FEE IN CONNECTION WITH ANY FURTHER INSPECTIONS OF THE PREMISES NECESSITATED THEREBY.

7. RIGHTS AND ACTION OF LANDLORD UPON BREACH/DEFAULT OF LEASE BY TENANT

Landlord may terminate this tenancy during the term of the Lease upon one of the following:

A. MATERIAL NONCOMPLIANCE BY TENANT FAILING TO PAY RENT WHEN DUE

If Tenant fails to pay Rent when due or tenders a Rent payment drawn on an account with insufficient funds, and such failure continues for a period of fourteen (14) days after Landlord has served notice of material noncompliance for failure to pay Rent, Tenant shall be in default, and Landlord may terminate this Lease and Tenant's right to possession in accordance with law and seek such damages as are appropriate under this Lease and as provided by law.

B. MATERIAL NONCOMPLIANCE BY TENANT WHICH CAN BE REMEDIED WITHIN 21 DAYS

If Tenant fails to comply materially with any other provision of this Lease, Landlord may serve on Tenant a material noncompliance notice stating that if Tenant does not remedy the specified noncompliance(s) within TWENTY-ONE (21) days after receipt of such notice, then, if such noncompliance is not fully remedied within the TWENTY-ONE (21) day period, this Lease will terminate THIRTY (30) days after Landlord has served such notice.

C. REPEAT VIOLATIONS

If Tenant has been served with a prior written notice that required Tenant to remedy a breach, and Tenant remedied such breach, if Tenant commits a subsequent breach of a like nature as the prior breach, Landlord may serve on Tenant a termination notice for such repeat violation. Such notice must make reference to the prior breach of a like nature and state that the Lease will terminate in thirty (30) days for the reasons stated therein without allowing Tenant an opportunity to remedy such subsequent breach.

D. NONREMIABLE VIOLATIONS/CRIMINAL ACTS

If Tenant commits a material noncompliance that is not remediable, Landlord may serve on Tenant a termination notice stating that this Lease will terminate in thirty (30) days for the reasons stated therein without allowing Tenant an opportunity to remedy such breach. If a breach of Tenant obligations under Virginia law or this Lease involves or constitutes a criminal or willful act that is not remediable and that poses a threat to health or safety, Landlord may terminate this Lease immediately by giving of written notice thereof.

Tenant and any other persons in or about the Premises with consent of Tenant, including but not limited to members of the family, guests, invitees or authorized occupants, shall not engage in criminal activities or activities intended to facilitate criminal activities including any illegal drug-related activity on the Premises and any area of the Premises, including common areas and streets, involving a controlled substance (as defined in § 54.1-3401 of the Virginia Code). "Illegal drug-related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance. Tenant, guests, invitees nor authorized occupants of Tenant will engage in the manufacture, sale or distribution of illegal drugs at any location, whether on the Premises or otherwise.

Tenant, guests, invitees authorized occupants of the Premises shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms in the Premises or on or near the Premises. A single violation of any of these provisions shall constitute a non-remediable violation of the Lease and justification for termination. Criminal conviction is not required in order for Landlord to terminate this Lease. Nothing herein shall be construed to limit any remedies available under Virginia law for any criminal offenses committed by Tenant, guests, invitees or authorized occupants of Tenant.

E. MATERIAL NONCOMPLIANCE BY TENANT WHICH CAN BE REMEDIED BY REPAIRS, CLEANING OR REPLACEMENT

If Tenant commits a violation of the provisions of this Lease or a breach of Tenant's obligations that materially affects health and safety that can be remedied by repair, cleaning or replacement and if Tenant fails to comply within twenty-one (21) days after written notice from Landlord specifying the breach and requesting that Tenant remedy it within such time period, then Landlord may, but shall not be obligated to, enter the Premises, make the repair,

cleaning or replacement, and the itemized bill for same will be submitted to Tenant as an obligation that will be due and payable as additional Rent within _____ (_____) days, or such other time period as Landlord may specify in a written notice to Tenant. Such obligation shall be due as additional Rent payable at the next Rent due date or if this Lease has been terminated, immediately.

F. REMEDIES AVAILABLE TO LANDLORD UPON TERMINATION OF LEASE

Upon termination of the Lease, Landlord may proceed to obtain possession of the Premises by the filing of an unlawful detainer summons in a court of competent jurisdiction, and in addition, seek a money judgment for any physical damage to the Premises. Landlord may also seek a money judgment for any actual damages sustained as a result of Tenant's default and breach of the Lease, as provided by Virginia law. Upon termination of the Lease, Landlord may treat the Security Deposit as provided in this Lease and Virginia law. In the event Landlord exercises any of its rights against Tenant under this Lease in an action for damages, injunctive relief or any other proceeding arising from Tenant's breach of any of the terms or provisions of this Lease, Landlord shall be entitled to receive its legal fees and court costs and fees, as well as any expert fees, as part of any award by a court in such proceedings.

G. FAMILY ABUSE/DOMESTIC VIOLENCE

If Tenant is a victim of family abuse as defined in the Code of Virginia § 16.1-228 that occurred in the Premises and the perpetrator is barred by Landlord from the Premises based upon information provided by Tenant to Landlord, or by a protective order from a court of competent jurisdiction, this Lease shall not terminate due solely to an act of family abuse against Tenant. However, these provisions shall not be applicable if (i) Tenant fails to provide written documentation corroborating Tenant's status as a victim of family abuse and the exclusion from the Premises of the perpetrator no later than twenty-one (21) days from the alleged offense or (ii) the perpetrator returns to the Premises, in violation of a bar notice, and Tenant fails promptly to notify the landlord within twenty-four (24) hours thereafter that the perpetrator has returned to the Premises, unless Tenant proves by a preponderance of the evidence that Tenant had no actual knowledge that the perpetrator violated the bar notice, or it was not possible for Tenant to notify Landlord within twenty-four (24) hours, in which case Tenant shall promptly notify Landlord, but in no event more than seven (7) days thereafter. If the provisions of this subsection are not applicable, Tenant shall remain responsible for the acts of any other co-Tenant, authorized occupants or guests or invitees and is subject to termination of the tenancy pursuant to this Lease.

8. COVENANTS BY TENANT

A. NOTICE OF DEFECTS OR MALFUNCTION

USE OF PREMISES: Tenant covenants that the Premises will be used only as a private residence, in a manner that will not disturb neighboring tenants, and will not damage the Premises. Tenant expressly covenants and agrees to report any defect or damage with respect to the Premises, or any fixture or system located thereon, to Landlord as soon as is reasonably practicable following the discovery of such defect or occurrence of such damage. Tenant will not permit any authorized occupants or guests or invitees in or about the Premises to disturb neighboring tenants or to cause physical damage to the Premises. For the purpose of this Lease, occupancy by an unauthorized person for more than _____ (_____) calendar days consecutively, or _____ (_____) calendar days in any calendar year, without prior written consent from Landlord will constitute a default under this Lease.

Tenant covenants and agrees to conduct himself or herself, and require guests to conduct themselves in a manner that will not disturb Tenant's neighbors, and to take care not to intentionally or negligently destroy, damage, or remove any part of the Premises, and that he or she will not permit any person to do so. Upon the expiration or termination of this Lease, Tenant agrees to deliver the Premises in good and clean condition, ordinary wear and tear excepted. Tenant agrees to pay the cost of all repairs and cleaning required by wear and tear beyond the ordinary. This Lease is entered into based upon information given by Tenant on an application which is incorporated into and made part of this Lease. Tenant must advise Agent in writing of any changes to any information on the application. Landlord may terminate this Lease if Tenant materially misrepresents any information provided on the application.

Tenant will take all reasonable steps to prevent the presence or accumulation of moisture and the growth of mold in or about the premises in areas where moisture is not intended to accumulate or is otherwise not appropriate, and will promptly inform Landlord in writing of any such leaks or moisture intrusions as soon as discovered by Tenant.

Tenant shall comply with any and all obligations imposed upon Tenant by applicable Virginia Law. Tenant shall promptly clean all mildew in baths, kitchens and places mildew naturally accumulates.

TENANT AGREES TO ABIDE BY ALL APPLICABLE CONDOMINIUM AND/OR PROPERTY OWNER ASSOCIATION RULES AND REGULATIONS.

B. TRANSFER OF SECURITY DEPOSIT

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 in accordance with the provisions of § 55.1-1213 of the Virginia Code and, upon

delivery of written notice to thereof to Tenant, both Landlord and Agent are thereafter released from all liability for the return of the Security Deposit to Tenant. If such a transfer occurs, Tenant agrees 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.

C. PROPERTY CONDITION REPORT

Property Condition Report: Tenant has made an inspection of the Premises, and Tenant agrees that the Premises is in a fit and habitable condition, except for such damages as have been itemized in a written report ("Report"), a copy of which will be submitted by Landlord to Tenant within five (5) days after occupation of the Premises by Tenant. The Report will be deemed correct unless Tenant objects to it in writing within five (5) days after Tenant's receipt of the report.

Locks: Tenant may request at Tenant's sole cost and expense, to have all exterior locks on the Premises rekeyed at anytime during the Term. Landlord will comply with any such request at Tenant's cost and expense with all such costs to be paid by Tenant as additional rent with the next monthly payment of Rent by Tenant after receipt by Tenant of an invoice from Landlord. Tenant is obligated to give Landlord a copy of the key.

D. DELIVERY CONDITION

Should Landlord be unable to deliver the Premises to Tenant as agreed through no fault of Landlord, then neither Landlord nor Agent shall be liable for any resulting damages nor shall this Lease terminate; however, Tenant shall not be liable for any rent until the Premises is available for Tenant to take possession. Tenant may terminate this Lease if Landlord fails to deliver the Premises within _____ (_____) days of the Commencement Date. Upon the termination or expiration of this Lease, Tenant agrees to remove all of Tenant's property from the Premises and deliver possession of the Premises to Landlord in good and clean condition, reasonable wear and tear excepted. Tenant will be liable for any damages that Landlord may suffer due to Tenant's failure to leave the Premises in the required condition, including any loss of rent from the next tenant. Any damage not noted in the Report which exists when Landlord makes the final inspection at the termination of occupancy will be charged to Tenant and may be deducted by Landlord from the Security Deposit. Tenant also agrees to surrender to Landlord all keys and access cards to the Premises and any other amenities on the Premises on the date that Tenant vacates the Premises, and the failure to return all keys and access cards will result in a deduction from the Security Deposit to compensate Landlord for the cost of re-keying or re-programming the locks.

E. CONDITION OF PREMISES

- i. Tenant agrees to keep the Premises, appliances, and smoke alarms in good clean condition; to make no alterations or additions to the same; to commit no waste thereon; to obey all laws, ordinances, rules, and regulations affecting said premises; to replace all glass broken or cracked; to repay Landlord for the cost of all repairs made necessary by the negligent or careless use of said premises and termination hereof in like condition as when taken, reasonable wear and damage by the elements excepted. No repairs are to be made without written consent of the Landlord.
- ii. No satellite dishes or other equipment shall be attached to the Premises without prior written consent of Landlord.
- iii. Tenant has no authority to incur any debt or make any charge against Landlord or create any lien upon the said Premises for any work or materials furnished by the Tenant.

F. CONDEMNATION

If all, or a substantial part, of the Premises shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this Lease and all rights of Tenant under it shall immediately terminate. The rent shall be adjusted as of the time of such acquisition, but Tenant shall have no claim against Landlord for any value of the unexpired Term, nor shall Tenant be entitled to any part of the condemnation award or purchase in lieu of such award.

If the whole or any part of the Premises hereby leased shall be taken by any competent authority for any public or quasi-public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to and be the property of Landlord.

G. FORECLOSURE

If the Premises is foreclosed upon, this Lease shall immediately terminate. However, Tenant may continue to reside in the Premises on a month-to-month basis pursuant to the terms of this Lease until such time as the new owner elects to terminate the month-to-month tenancy or until such time as a new rental agreement is entered into.

Upon foreclosure, rent payments shall be made by the Tenant to the successor owner as directed by written notice, or the agent of the owner, if any, or into a court escrow account pursuant to VA Code 54.1-2108.1. Where there is not an Agent designated in the terminated lease, Tenant will not be responsible for any late fees or deemed delinquent

regarding rent until the successor owner has provided written notice identifying the name, address, and telephone number of the party to which rent should be paid.

H. DESTRUCTION OF PREMISES

In case of partial destruction or injury to the Premises by fire, the elements or other casualty, Landlord shall repair the same with reasonable dispatch after notice to Landlord or Agent of such destruction or injury. In the event the Premises is rendered totally uninhabitable by fire, the elements, or other casualty, or in the event the building of which the demised premises are a part (though the demised premises may not be affected) be so injured or destroyed that the Landlord shall decide within a reasonable time not to rebuild, the Term hereby granted shall cease and the rent shall be paid up to the date of such injury or damages. If the destruction was caused by a deliberate or negligent act of Tenant, his family, guests or agents, Tenant shall not have the option to terminate, and Tenant shall be liable for all rent due for the remaining Term without abatement at the Landlord's discretion.

I. LIABILITY OF LANDLORD/ AGENT

Landlord and Agent are not liable for matters outside the dominion or control of Landlord or Agent so long as there is no gross negligence on their parts, including but not limited to: failure of utilities, acts of God, and any injuries or damages to persons or property either caused by or resulting from fire, falling plaster, dampness, overflow, or leakage upon or into the Premises or the Premises of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing, fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause. Tenant acknowledges that any security measures provided by Landlord or Agent will not be treated by Tenant as a further assurance or guarantee against crime or of a reduction in the risk of crime. Landlord or Agent will not be liable to Tenant or any guest, invitee, or occupant for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord or Agent will not furnish security personnel, security lighting, security gates or fences, or other forms of security. If the employees of Landlord or Agent are requested to render services not contemplated in this Lease, Tenant will hold Landlord and Agent harmless from any and all liability for same. If information on Tenant's rental history is requested by others for law enforcement or business purposes, Landlord may provide same. Landlord and Agent, in addition, shall not be liable under any circumstances of Tenant's failure to provide Landlord and Agent with prompt notice of any such conditions existing in the Premises.

J. NOTICES

All notices shall be provided in writing and may be given by regular mail or hand delivery, with the party giving notice retaining a certificate of mailing or delivery of the notice as the case may be. Notice to Tenant will be given to the address of the Premises. Landlord reserves the right for Landlord and Tenant to send notices in electronic form, however, if Tenant so requests, Tenant may elect to send and receive notices in paper form. If electronic delivery is used, the sender shall retain sufficient proof of electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery. During the term of this Lease, Tenant agrees to give Landlord prompt notice of any absence from the property greater than _____ (_____) days.

K. RULES AND REGULATIONS

Tenant shall abide by any rules and regulations adopted by Landlord applicable to the Premises. Tenant also agrees to comply with all applicable Condominium or Homeowner Association Documents and rules and regulations as in effect from time to time, a copy of which shall be furnished to Tenant in accordance with § 55.1-1228 of the Virginia Code. Tenant is also aware that failure to comply with these additional provisions constitutes a default under the Lease.

L. PETS

No pets in or on the Premises unless otherwise agreed to in writing.

M. SEVERABILITY

If any provisions of this Lease are invalid, the remaining provisions shall remain in full force and effect.

N. WAIVER

The waiver by Landlord or Agent of one or more defaults of Tenant shall not be considered a waiver of subsequent default. Notice: acceptance by Landlord or Agent of rent with knowledge of a material noncompliance by Tenant under this Lease, or acceptance by Landlord or Agent of performance by Tenant that varies from the provisions of this Lease or any rules or regulations adopted by Landlord or Agent shall not constitute a waiver of such breach or variance. And any such acceptance of rent or performance shall be with full reservation of all of Landlord's and Agent's rights and remedies. Acceptance by Landlord or Agent of partial rent payment of any rent shall be on account of the actual rent, and no endorsement on any check or any other letter accompanying any payment shall be deemed a satisfaction and accord, but Landlord or Agent may accept such payment without prejudice to any rights to collect the balance due.

O. REPRESENTATION IN APPLICATION FOR LEASE

This Lease has been entered into in reliance of the information given by Tenant on Tenant's application for Lease, which by this reference is made a part of the Lease. Tenant shall advise Landlord or Agent in writing of any changes to the information contained in the application. If any of those representations are found to be misleading, incorrect or untrue, Landlord may pursue all remedies available to Landlord under this Lease or the Virginia Residential Landlord and Tenant Act, including, without limitation, the right to terminate this Lease and pursue eviction.

P. ACCESS

In accordance with § 55.1-1229 of the Virginia Code, Landlord, its agents, employees, and independent contractors shall have the right to enter the Premises upon not less than seventy-two (72) hours' notice to: (i) inspect the Premises; (ii) supply any service, maintenance or repair to be provided or performed by Landlord to Tenant; and upon reasonable advance notice to: show the Premises to prospective purchasers, mortgagees, or tenants (but, with respect to prospective tenants only, no earlier than sixty (60) days prior to the expiration of this Lease). Notwithstanding the foregoing, Landlord shall not be required to provide prior notice to Tenant in the event of an emergency. Except to the extent caused by Landlord's gross negligence or willful misconduct, Tenant waives any claim for damages for any injury or inconvenience to Tenant, any loss of occupancy or quiet enjoyment of the Premises, any right to abatement of Rent, or any other loss occasioned by Landlord's exercise of any of its rights under this Section 8(P). Landlord and Tenant expressly authorize Agent to use the SUPRA Keybox or other Real Estate Information Network Inc. ("REIN") authorized keybox ("Keybox") for the marketing of the Premises as contemplated by this Section 8(P). Landlord and Tenant acknowledge that the Keybox is not designed or intended as a security service. Landlord and Tenant agree that SUPRA, REIN, Agent, any member firm of REIN or other authorized agents shall not be liable for the unauthorized use of the Keybox and/or unauthorized entry to the Premises. Landlord and Tenant agree that they will not hold REIN or any of the member firms responsible or liable for damage or theft to the Premises or any personal property located on the Premises during the term of this Lease.

Q. INSURANCE

Landlord is not responsible for Tenant's personal property and Landlord's insurance coverage does not cover Tenant's personal property. Tenant shall obtain renter's insurance that is a combination, multi-peril policy containing fire, miscellaneous property, and personal liability coverage in such amounts as Landlord may specify and shall provide a certificate evidencing such insurance coverage to Agent, listing Agent as the certificate holder. Landlord may require Tenant to pay for the cost of premiums for such insurance obtained by Landlord, in order to provide such coverage for Tenant as part of rent. As provided in § 55.1-1200 of the Virginia Code, such payments shall not be deemed a security deposit but shall be rent. Tenant has the right to obtain a separate policy from Landlord's policy for renter's insurance. If Tenant elects to obtain a separate policy, then Tenant shall submit to Landlord written proof of such coverage and shall maintain such coverage at all times during the term of this Lease. If Tenant allows his or her renter's insurance policy required by this Lease to lapse for any reason, then Landlord may provide any renter's insurance coverage to Tenant. Tenant shall be obligated to pay for the cost of premiums for such insurance as rent until Tenant has provided written documentation to Landlord showing that Tenant has reinstated his or her own renter's insurance coverage. Any such renter's insurance obtained by Tenant may not cover flood damage and Tenant should contact the Federal Emergency Management Agency (FEMA) or visit the websites for FEMA's National Flood Insurance Program or for the Virginia Department of Conservation and Recreation's Flood Risk Information System to obtain information regarding whether the Premises are located in a special flood hazard area.

R. PHOTOGRAPHY

Tenant authorizes Agent to photograph the Premises or otherwise capture images or likenesses of the Premises and expressly authorizes Agent to release, advertise and disseminate all such information, including pictures, images and likenesses of the Premises through the internet and other media in connection with marketing the Property. Tenant acknowledges that information regarding the Premises, including the address for mapping purposes, may be made available to the general public via the internet, through REIN members' websites or other means.

S. ASSIGNMENT

Tenant shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Landlord; provided, however, that Landlord may assign its rights or delegate its obligations, in whole or in part, without such consent. Any purported assignment or delegation in violation of this Section 8(S) shall be null and void.

T. DISCLOSURE REGARDING LANDLORD AND AGENT

Landlord hereby discloses to Tenant that (i) Agent, whose name and address are set forth on the last page of this Lease, is authorized to manage the Premises and (ii) that the name and address of the person authorized to act on behalf of Landlord for the purposes of service of process and receiving and receipting for notices and demands is _____

Disclosure of Brokerage Relationship: The parties confirm in connection with this transaction that the Listing Firm represents the Landlord as their client. **Tenant is a customer of the Listing Firm.**

U. ADDITIONAL PROVISIONS:

V. ELECTRONIC SIGNATURES

TENANT AND LANDLORD EXPRESSLY AGREE THAT THIS CONTRACT MAY BE EXECUTED ELECTRONICALLY IN ACCORDANCE WITH § 59.1-483 OF THE VIRGINIA CODE. THE EXCHANGE OF COPIES OF THIS AGREEMENT AND OF SIGNATURE PAGES BY FACSIMILE, ELECTRONIC MAIL, OR OTHER MEANS OF ELECTRONIC TRANSMISSION (INCLUDING PDF OR ANY ELECTRONIC SIGNATURE COMPLYING WITH THE U.S. FEDERAL ESIGN ACT OF 2000, E.G., WWW.DOCUSIGN.COM) IS TO CONSTITUTE EFFECTIVE EXECUTION AND DELIVERY OF THIS AGREEMENT AS TO THE MEMBERS. SIGNATURES OF THE MEMBERS TRANSMITTED BY FACSIMILE, ELECTRONIC MAIL, OR OTHER MEANS OF ELECTRONIC TRANSMISSION (INCLUDING PDF OR ANY ELECTRONIC SIGNATURE COMPLYING WITH THE U.S. FEDERAL ESIGN ACT OF 2000, E.G., WWW.DOCUSIGN.COM) ARE TO BE DEEMED TO BE THEIR ORIGINAL SIGNATURES FOR ALL PURPOSES.

Initialed: _____ (Landlord) _____ (Tenant)

Tenant understands that failure to fulfill any responsibilities described herewith will constitute a breach of the lease agreement.

THIS PROPERTY IS OFFERED WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, SOURCE OF FUNDS, SEXUAL ORIENTATION, GENDER IDENTITY, MILITARY STATUS, ELDERLINESS, NATIONAL ORIGIN, OR ANY PROTECTED CLASS UNDER FEDERAL, STATE OR LOCAL LAW.

THIS IS A LEGALLY BINDING AGREEMENT; IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

WARNING – FRAUDULENT FUNDING INSTRUCTIONS: EMAIL HACKING AND FRAUD ARE ON THE RISE TO FRAUDULENTLY MISDIRECT FUNDS. PLEASE CALL THE INTENDED RECIPIENT OF ANY FUNDS TO BE DELIVERED HEREUNDER IMMEDIATELY USING CONTACT INFORMATION FROM AN INDEPENDENT SOURCE TO VERIFY ANY FUNDING INSTRUCTIONS RECEIVED. NEITHER LANDLORD NOR AGENT ARE RESPONSIBLE FOR ANY WIRES SENT BY TENANT TO AN INCORRECT BANK ACCOUNT.

This lease is executed on _____ ("Effective Date")

LANDLORD:

TENANT:

By: _____
Landlord's Authorized Agent (FIRM ID#)

Tenant Name

By: _____
Agent's Signature (Date)

Tenant Signature (Date)

Agent's Name (REIN ID#)

Tenant Name

Agent's Address: _____

Tenant Signature (Date)

(LISTING FIRM) (FIRM ID#)

Listing Firm Address: _____

Supervising Broker: _____