

York Property, LLC

112 W. Main Street • Suite 5 • Charlottesville, VA 22902
(434) 984-4517

1. LEASE AGREEMENT

1.1 COVERPAGE

This property will be shown and made available to all persons without regard to race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status, or disability in compliance with all applicable federal, state, and local fair housing laws and regulations. This Lease Agreement is a binding legal contract between the Parties thereto.

THIS LEASE AGREEMENT (hereinafter, the "Lease") is made as of this DAY day of MONTH, YEAR by and among <<Owner Name(s)>> (hereinafter, the "Owner") and <<Tenants (Financially Responsible)>>, (hereinafter, the "Tenant"). York Property, LLC (hereinafter, the "Agent") is acting on behalf of the Owner and may execute this Lease, future extensions, addendums, and changes on behalf of the Owner. Owner and Tenant are hereinafter referred collectively as the "Parties". The property considered with this Lease Agreement is located at: <<Unit Address>>, (hereinafter, the "Property").

Lease Commencement: <<Lease Start Date>> Lease Ends: <<Lease End Date>>

Length of Lease: <<Lease Term (Months)>>

The Lease will commence and terminate at 12 noon on the dates outlined above. Tenant will pay monthly rental installments as outlined:

Monthly Rent:	<<Monthly Rent>>
Additional Rent:	Additional Rent
Pet Rent:	Pet Rent
Utility Fee:	Utility Fee
Total Monthly Charges:	<<Monthly Charges>>
Prorated 1st Month's Rent:	Pro-rated 1st Month's Rent
# of Full Month's Rent:	Full Month's of Rent
Prorated Last Month's Rent:	Prorated Last Month's Rent
Total Rent Due:	<<Total Rent for Lease Term>>
Security Deposit:	<<Security Deposit Charges>>
Pet Fee:	One-time Pet Fee
Additional Deposit:	Additional Deposit
Total Deposit & Fees Due:	Total Deposit & Fees

1.2 LEASE TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Owner and Tenant agree as follows:

1.1 LEASE TERMS

1. **AGREEMENT.** Owner does hereby lease and demise unto Tenant, and Tenant does hereby lease and take from Owner the Property on the terms and conditions set forth in this Lease.

2. **APPLICABLE VIRGINIA LAW.** The laws of the Commonwealth of Virginia govern this Lease. To the extent that it applies, the Owner-Tenant relationship described herein may be in accordance with Chapter 13.2 of Title 55 of the Code of Virginia (1950), as amended, generally known as the Virginia Residential Landlord Tenant Act (the "Act").
3. **SECURITY DEPOSIT.** In addition to the rental payments promised herein, Tenant hereby deposits in advance with the Owner the amount shown in the Cover Page of this Lease, as a Security Deposit (the "Deposit"), to secure the complete and faithful performance by Tenant of all the terms of this Lease. Upon commencement of the Lease, Tenant acknowledges receipt, in good condition, of the Property and all its equipment, excepting the list of defects that Owner shall deliver to Tenant within five (5) business days of occupancy. Tenant shall deliver in writing and within five (5) days thereafter any additional defects which Tenant may discover, or Owner's list shall be accepted as a true and accurate description of the condition of the Property at the time of occupancy. If Tenant has fully complied with all the provisions of this Lease, including the Policies and Procedures Handbook, and has completely vacated the Property such that it is in good condition (reasonable wear and tear accepted), Owner will return said Deposit to Tenant, less the cost of having the Property professionally cleaned, an amount equal to one-half (½) the cost to have the Property walls painted, and the cost of any steam cleaning of carpets, as applicable. Any maintenance or damage caused by Tenant's negligence will also be deducted from the Deposit and a detailed, itemized report provided to Tenant of the charges. Deposit will be returned within the time frame specified in the applicable provisions of the Code of Virginia, in effect at the time of termination of tenancy and delivery of possession, less any charges that Owner may deduct from said Deposit in accordance with §55.248.15:1 of the Code of Virginia or under the terms of this Lease. Tenants may request in writing, no later than seventy-two (72) hours prior to the final move-out inspection of the Property, to be present at said inspection. If any portion of the Deposit is retained by Owner, Owner shall forward to Tenant, under applicable time periods under Virginia law, an itemized accounting of the proceeds that are being retained and the reasons, therefore. Tenant agrees to notify the Owner in writing of their new address not later than the time the Property is vacated. In the event Tenant defaults on any provision of this contract, the Deposit may be applied by Owner against any actual damages incurred by Owner due to said default by Tenant. **THE DEPOSIT MAY NOT, UNDER ANY CONDITIONS, BE DEDUCTED BY TENANT FROM ANY RENTAL PAYMENTS.**
4. **RESERVATION DEPOSITS.** All money paid upon signing of this Lease will be deemed a reservation fee until the time of actual occupancy of the rental unit. When the unit is occupied, all money paid as a reservation fee will be credited towards the security deposit. Failure to take possession of the unit will result in a total forfeiture of the reservation fee. The forfeiture of the reservation fee does not include or waive any fees incurred or agreed to by Tenant to market, show and make the Property available for rent to procure a replacement Tenant and does not relinquish the Tenant from their obligations under this Lease Agreement. The Tenant(s) has paid a non-refundable application fee for purposes of processing this Lease.
5. **RENT.** The first monthly installment is due on or before the commencement of this Lease. The remaining monthly payments are payable by the first day of the second month of this Lease and by the first day of each ensuing month, thereafter. Rent shall be deemed paid when RECEIVED by Owner. Payments must be made by Electronic Check or Bank ACH through Owner's secure payment portal. In the event a monthly payment, or portion thereof, is received on or after the fifth (5th) day of the month, Tenant agrees to pay an additional charge, or a late fee, equivalent to ten (10) percent of the monthly rental amount or of the balance due, whichever is the lesser. Tenant agrees to pay an additional charge of Forty Dollars (\$40.00), in addition to the late fee, for each returned payment for insufficient funds or any other reason. **ALL RENT PAYMENTS WILL FIRST BE APPLIED TO ALL PAST DUE BALANCES, AND THEN TO CURRENT RENT DUE.**
6. **PARTIAL PAYMENTS.** Acceptance by Owner of partial payment of rent or other charges shall not be considered or construed to waive any right of Owner, or affect any notice or legal proceedings, unless both parties agree otherwise in writing. Any payment made after initiation of court proceedings, or after Tenant receives notice of material non-compliance or other breach of the Lease, will be accepted with reservation. Where Tenant offers in writing reasonable cause of inability to pay the full amount of the rent when due and where Owner agrees in writing, a schedule of timely and consistent partial payments may be utilized to enable Tenant to fulfill their obligation to pay rent under this Lease.
7. **RENEWAL.** This Lease shall automatically terminate on the expiration date listed on the Cover Page of this Lease. Should Owner offer to Tenant an option to renew the Lease, Tenant agrees to notify the Owner of their intention to renew the Lease at least thirty days from the date the offer was presented, or ninety (90) days from the Lease Termination date, whichever is sooner. Should Owner offer Tenant an option to renew, and Tenant does not respond within the prescribed time frame, Owner will consider Tenant's lack of response as notice of intent to not renew the Lease.
8. **POSSESSION.** If Owner is unable to deliver possession of the Property to Tenant on the commencement date of this Lease through no fault of Owner, Owner shall not be liable to Tenant for any damages other than to rebate any rent paid by Tenant for such portion of the term during which the Property is not delivered to Tenant. If Owner cannot deliver possession of the Property or provide Tenant with an alternative residential property reasonably acceptable to Tenant within fifteen (15) days after the commencement date of the Lease Agreement, the Lease Agreement may be terminated by either Owner or Tenant by giving notice to the other as provided herein.
9. **INSPECTION & CONDITION OF PROPERTY.** Tenant has inspected the Property or will inspect not more than five (5) days from acceptance of occupancy and agrees that the Property is in a fit and habitable condition, except for such damages as have been itemized in a written "Residential Move-in Inspection Report", a copy of which will be submitted by Owner to Tenant. The Residential Move-in Inspection Report will be deemed correct unless Tenant objects to it in writing five (5) days after Owner has provided the same to Tenant. Tenant hereby acknowledges that the Residential Move-in Inspection Report reflects that there is no visible evidence of mold in the Property.

1.2 USE, OCCUPANCY, MAINTENANCE & OTHER PROVISIONS

1. **USE.** Tenant covenants that the Property will be used only as a private dwelling and in a manner that will not disturb neighboring tenants or properties, and that will not damage the Property or adjoining property. Tenants will not permit any authorized occupants or guests or invitees in or about the Property to disturb neighboring residents or to cause physical damage to the Property or adjoining property. Tenant shall not deliberately or negligently destroy, deface, damage, or impair any part of the Property or adjoining property (including fixtures, facilities, and appliances) or permit any person to do so with or without Tenant's knowledge, and Tenant shall be responsible for any damage caused by Tenant's failure to comply with this requirement. Tenants shall give the Owner prompt notice if any such damage occurs. Tenant further agrees on its own behalf and that of its guests, licensees, and invitees, to abide by all the provisions of the Policies and Procedures Handbook and any other guidelines, policies, covenants, and restrictions that otherwise apply to the Property.
2. **OCCUPANCY.** No persons, other than those named as Tenants and Authorized Occupants may occupy the Property on a regular basis. For this Lease, occupancy by an unauthorized person for more than seven (7) calendar days consecutively, or fourteen (14) days in any calendar month, without the prior written consent from Owner, will constitute occupancy of the Property on a regular basis and will constitute a default under this Lease Agreement. If at any time more than one person is named as a Tenant on this Lease, the obligations of each Tenant shall be joint and several.
3. **SERVICES.** Owner shall not be responsible for or liable for delivery of messages, telephone answering service, mail, or parcel delivery, nor for any service not expressly provided for in this Lease Agreement. This Lease Agreement shall not be terminated because of interruption of any services, or the failure of any appliance to function properly or because of any inconvenience arising from such interruption or failure to function properly, where Owner has been notified of any such interruption, malfunction, or failure of the above services by Resident and has made timely efforts to repair them.
4. **UTILITIES & EQUIPMENT.** Except as expressly itemized here, the utilities servicing the Property are the sole responsibility of Tenant. Landlord will furnish along with the property the following utilities and equipment: <<Utilities Included>> <<Appliances Included>>
5. **MAINTENANCE OF PROPERTY.** Owner shall be responsible for keeping and maintaining at his cost and expense the exterior walls, roofs, electric wiring, water, gas and sewage pipes, heating system, and appliances (excepting any of the above for which a municipality is responsible) in good and sanitary order, except where the damage and disrepair thereto has been caused by abuse or negligence of Tenant, their family, licensees, invitees, or guests. Owner assumes no liability for maintenance of areas otherwise maintained by any local municipality, or by any state or federal agency, and/or not under the ownership or control of Owner. Tenants are responsible for keeping clean, clear, and unobstructed their own entrance and the steps and walkways, if any, leading to the Property entrance from the parking lot sidewalk. Owner is not responsible for repairing broken glass, window panes, screens, doors, or patio door glass broken or damaged under any circumstances; such repairs shall be the responsibility of Tenants. Tenants agree to keep the Property always clean: trash and garbage is to be removed at least twice per week; dirty dishes shall not be left out (this prevents mice and roach problems); carpets are to be vacuumed and cleaned regularly; floors are to be kept cleaned and waxed. Tenants are responsible for replacing the refrigerator filter when necessary.
6. **REPAIRS.** Tenants agree that they will take care of the Property and fixtures and equipment, therein. Upon the expiration of this Lease Agreement, or any extension thereof, Tenant will leave the Property thoroughly cleaned and in good condition, ordinary wear and tear excepted. The accumulation of grease on walls, ceilings, floors, or appliances will not be considered normal wear and tear. TENANT AGREES THAT THEY WILL GIVE OWNER PROMPT WRITTEN NOTICE OF ANY DEFECTS TO THE PROPERTY, OR IN ANY EQUIPMENT, APPLIANCES OR PARTS THERETO AS SOON AS TENANT IS AWARE OF THEM. Tenant shall be responsible for all repairs which are considered more than ordinary wear and tear, or because of Tenant's negligence; or due to any failure to promptly report any defect or damage to the Property, or the equipment, appliances, or parts thereto. Owner may charge the Tenant for such repairs, and Tenant agrees to pay such charges, as though they were Rent.
7. **FREEZING PIPES.** To prevent freezing pipes, Tenant agrees not to turn heat below sixty (60) degrees Fahrenheit. Tenant agrees to allow Owner to turn heat up to sixty (60) degrees Fahrenheit in the event pipes are in danger of freezing. Tenants will pay to repair all pipes that may burst (as well as any resulting damage) due to their negligence.
8. **GROUNDS & PATIOS.** Tenants agree that grounds and patios are to be kept clear and unobstructed (i.e... no storage accumulation or personal belongings, tires, trash, etc...). No clotheslines, clothing, towels, or linens are to be strung on patios, or balconies. No satellite dishes, charcoal grills, or gas grills are permitted on patios or balconies. No yard sales, garage sales, moving sales or the like are permitted without the written permission of the Owner. Owner cannot provide tools or other equipment to Tenant.
9. **ALTERATIONS.** Tenants agree not to make alterations, installations (including installation of additional locks or chain latches), repairs or redecorations of any kind to the Property without the prior written consent of the Owner. Such consent shall not be unreasonably withheld, but the Owner may require the Tenant to return the Property to its original condition when the lease term is completed. No electric space heaters, kerosene heaters or wood burning stoves will be permitted on the Property. No waterbeds will be permitted on the Property without proof of insurance acceptable to Owner and Owner's prior written consent. Resident agrees that any change or alteration made to the Property shall, at the option of the Owner, become a permanent part of the Property, and if this option is exercised by the Owner such a change or alteration shall not be removed by Tenant upon the expiration of this Lease Agreement.
10. **VEHICLES.** No vehicle with flat tires, in an unsightly state of repair, jacked up on supports, inoperable or without current state, city or county licenses or permits shall be permitted to remain on the Property without the approval of the Owner. Vehicles in violation of these requirements are subject to being towed at the vehicle owner's expense and without notice or warning. No maintenance of any

kind on any motorized vehicle shall be performed on the Property. Trailers, boats, commercial vehicles, campers, or the like are not permitted on the Property. Owner reserves the right to issue parking permits for parking at any time it deems necessary, or to do away with any reserved parking spaces or programs. Parking availability is not guaranteed on the Property and any Tenant, or their guests, who park a vehicle on the Property does so at the vehicle owner's liability and expense.

11. **INSECT & PEST INFESTATIONS.** Tenant understands that they are responsible for keeping and maintaining the Property free from insects and pests, as those terms are defined under applicable Virginia law, including, but not limited to, bed bugs. Tenants shall promptly notify the Owner of the existence of any such insects or pests located in the Property. Tenant's failure to either maintain the Property and/or promptly notify the Owner as required herein, shall constitute a breach of this Lease Agreement. Tenant further understands that they will be held liable and responsible for any remediation costs incurred by the Owner due to any such insect or pest infestation that is either caused or contributed by, or exacerbated by the Tenant, or by the Tenant's household members or guests, as provided herein. Accordingly, the Tenant does hereby further agree to reimburse the Owner in full for any extermination charges or costs incurred by the Owner that exceed the normal costs incurred during the regularly scheduled treatments, as they may exist.
12. **MOLD & MILDEW.** Tenants will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to notify the Owner in writing promptly of any moisture accumulation that occurs or any visible evidence of mold. Tenant does hereby release Owner and Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or guests or invitees, and does hereby agree to indemnify and hold Owner and Agent harmless from and against any and all loss, damage, claim, suit, costs (including reasonable attorney's fees and costs at all tribunal levels), or other liability whatsoever resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law.
13. **DISCLOSURE OF LEAD-BASED PAINT.** The EPA Residential Lead-based Paint Hazard Reduction Act of 1992 requires that information be given to prospective tenants regarding lead-based paint. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Owner has not performed any testing and it is unknown at this current time if lead-based paints are present on exterior or on interior surfaces. Tenant acknowledges receipt of the pamphlet Protect Your Family from Lead in Your Home. Tenant has reviewed the information above and certifies, to the best of their knowledge, that the information provided by the signatory is true and accurate.

1.3 CONDITIONS, RESTRICTIONS & ENFORCEMENT

1. **MANAGEMENT ENTRY.** Owner may enter the Property for the following purposes: to inspect to see if Tenant is complying with the provisions of this Lease Agreement; to make repairs; to show the Property to prospective purchasers, mortgagors, and Residents; for periodic inspections of maintenance operations of the equipment, appliances, and parts thereto; and/or any other purpose permitted under Virginia law. Such entries shall not be so frequent as to seriously disturb Tenant's peaceful enjoyment of the Property. Such entries shall take place with prior written notice to Tenant, consent shall not be unreasonably withheld, no less than twenty-four (24) hours prior to the planned visit. If Owner, or its employees, agents, or contractors, believes that an emergency exists which requires immediate entry, such entry may be made without the Tenant's prior consent. Tenants agree to allow access and occupancy to workmen for redecorating, repairing, or remodeling the Property.
2. **INJURY, DAMAGE OR DESTRUCTION.** All personal belongings placed in or about the Property shall be kept at the sole risk of the Tenant or the parties owning the same, and Owner shall not be liable for the loss, destruction, theft of, or damage to such property. Tenant shall obtain its own "Renter's Insurance" in such amount as may be deemed sufficient by Tenant protecting it against loss by fire, and other perils, with respect to replacement of its personal property at the demised Property. In addition, Tenants shall maintain under the same policy coverage against claims for bodily injury or property damage with a limit not less than \$100,000 per occurrence, combined single limit. Tenants shall deliver to Owner a current certificate of insurance or copy of the current insurance policy as evidence of the coverage described above and shall continue to provide renewal certificates or renewal policy copies until the termination of this Lease Agreement, or any extension thereof. All such insurance coverage shall be underwritten by companies licensed to do business in the Commonwealth of Virginia, with an A rating and which are reasonably acceptable to the Owner. In the event of the destruction of the Property by fire, explosion, the elements, or otherwise through no fault or negligence of Tenant, his family or guests, or in the event of such partial destruction as to render the Property unfit for occupancy, the term hereby created shall, at the option of either party upon notice to the other, be terminated as of the date of such damage, and the accrued rent shall be paid up to the time of such damage. If neither party desires to terminate the Lease Agreement, Owner shall enter and repair the Property with reasonable speed and, if the Tenant continues to occupy for the duration of such repairs, the rent will be reduced by a reasonable amount for the period during which repairs are completed.
3. **FAILURE TO PAY RENT; BREACH OF COVENANTS; BANKRUPTCY.** In The event of (1) Tenant's material breach of this Lease; (2) Tenant's abandonment of the Property; or (3) the filing of bankruptcy or insolvency proceedings by or against Tenant or the appointment of a Receiver or Trustee of their property; or (4) Owner not receiving any payment of rent or other charge by the fifth (5th) day of the month for which it is due; or (5) Tenant's denial of any rights reserved in this Lease to Owner; or (6) the institution of legal proceedings by or against Tenant looking to a disposition of the Property or any part thereof; or (7) the use of the Property by Tenant or other for any illegal purposes, Owner shall have the right as permitted under applicable Virginia law (A) to enter and retain possession of the Property by any lawful means and remove Tenant and his effects by an appropriate unlawful detainer and subsequent eviction proceedings or otherwise, and hold the Property as if this Lease had not been made; or (B) to distrain for rent; provided that Owner's recourse to any of these remedies shall not deprive it of any other action or remedy permitted by law. Should Owner pursue any of the remedies listed, Tenant shall be liable as follows:
 1. For all installments of rent and other charges for the remainder of the term of this Lease which shall immediately become due and payable.

2. For all expenses which may be incurred by the Owner in connection with re-renting the Property, including, but not limited to, brokerage, advertising, and other such administrative expenses. The Parties acknowledge the impossibility of ascertaining the amount of such expenses and Tenant therefore agrees to pay a liquidated amount equivalent to one full month's rent as payment in full for Owner's expense in connection with re-renting the Property.
 3. For any court costs incurred by Owner for recollection of unpaid rent or other charges under this Lease, including, but not limited to, reasonable attorney's fees.
 4. For a collection fee of twenty-five (25) percent of the amount sued for under this Lease, payable to the Agent, for, among other things, the Agent's cost for processing all civil papers, research, case investigation, conferences with counsel, collection expenses, etc....
 5. Tenant expressly authorizes Owner or Owner's Agent (including a collection company) to obtain Tenant's consumer credit report, which Owner or Owner's Agent may use if attempting to collect past due rent payments, late fees, or other charges from Tenant, both during the term of the Lease and thereafter.
4. **VACATING; FAILURE TO VACATE.** Fulfillment of the requirements of the Tenant to vacate the Property on or before the termination date is essential to permit the Owner to rent and meet the requirements of a new residency. Upon termination of the Lease, Tenants shall completely vacate the Property, including the removal of all their personal property. No right of storage is given by this Lease, and the Owner has no duty to protect the Tenant's possessions against loss. In the event Tenant's property is not removed, Owner may dispose of the same at its discretion, without any liability to the Tenant for damage or loss. Tenants shall pay for all costs of removal of such property. Any item left behind by Tenant not claimed within ten (10) days of the lease end date, will be disposed of by the Owner. Before departure, Tenant shall turn over to Owner the Property, all its fixtures and equipment in good substantial repair; thoroughly cleaned and in sanitary condition, reasonable wear and tear excepted. Owner will inspect the Property, in Tenant's presence if requested by the Tenant, to verify the condition of the Property and its contents. Should Tenant fail to vacate on or before the termination date, Tenant will be considered a holdover Tenant, and the Owner may bring action for possession. The Tenant shall be responsible for rental payments for the duration of the holdover period in the amount of one hundred and fifty (150) percent of the then daily rental amount, calculated by dividing the Rent by the number of days in said month of Tenant's holdover.
 5. **ABANDONMENT.** Vacant or apparent abandonment of the Property, whether the keys are returned and accepted by the Owner, will give Owner immediate possession and the option to terminate this Lease, and remove any remaining personal belongings of Tenant therein and dispose of the same in a manner within its sole discretion. Tenants are required to notify Owner when Tenant will be absent from the Property for more than seven (7) consecutive days.
 6. **CONDEMNATION.** If all, or a substantial part, of the Property 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 Owner 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.
 7. **LIABILITY OF OWNER/AGENT.** Owner and Agent are not liable for matters outside the dominion or control of Owner or Agent so long as there is no gross negligence on their parts, including but not limited to: failure of utilities or services; 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 the Property 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 Owner 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. Owner and Agent will not be liable to Tenant or any guest, invitee, or other 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. Owner and Agent will not furnish security personnel, security lighting, security gates or fences, or other forms of security. If the employees of Owner or Agent are requested to render services not contemplated in this Lease, Tenant will hold Owner and Agent harmless from all liability for the same. If information on Tenant's rental history is requested by others for law enforcement or business purposes, Tenant agrees that Owner may provide the same in accordance with the "Tenant Consent Form", the terms and provisions of which are incorporated herein by this reference. Owner and Agent, in addition, shall not be liable under any circumstances of Tenant's failure to provide Owner or Agent with prompt notice of any such conditions existing on the Property. Tenant hereby releases Owner and Agent from all liability and agrees to indemnify Owner and Agent for such losses with respect to Tenant, and all authorized occupants and guests, or invitees of Tenant.
 8. **ORDINANCES & REGULATIONS.** Tenants and Owner agree not to violate any county or city ordinance, or state or federal law. Tenants agree not to commit or permit any waste or nuisance in or about the Property or keep any combustible materials in the Property or do anything that might create a hazard or fire on the Property. Tenants acknowledge that the sale, distribution or use of illegal drugs or abuse is expressly prohibited by state and federal law. Such activity engaged in by Tenants or guests will lead to immediate termination by Owner of this Lease pursuant to Section 248.31 of the Act.
 9. **REPRESENTATION IN RENTAL APPLICATION.** This Lease was entered into based upon the representations of Tenant(s) contained in the Rental Application. If any of those representations are found to be misleading, incorrect, or untrue, Owner may immediately terminate this Lease and notify Tenant(s) to vacate the Property.
 10. **SUBLETTING; SHORT-TERM LEASING; LEASE TAKEOVER.** Tenants cannot engage in sublets, transfers, or changes to the Lease without the written consent of the Owner, in advance and in its absolute and sole discretion. If Tenant engages in short-term rentals

of any kind without the permission or knowledge of Owner, and Owner is fined by the municipality in charge of zoning enforcement for the Property, such fine will be Tenant's responsibility and charged to Tenant's account as additional Rent. Should Tenant need to terminate the Lease prior to the Lease end date, Tenant may engage Agent to find a suitable replacement Tenant to take over their obligations under the Lease. Tenant agrees the Agent may charge a fee for such services and acknowledges that they are responsible for the Rent until a new Lease is executed and a new tenant takes occupancy of the Property.

11. **MARKETING.** Owner may place a "For Sale" or "For Rent" sign on the Property and exhibit the Property to prospective purchasers and tenants starting one hundred twenty (120) days before the expiration of the lease term or after notice of termination of this Lease by Owner or Tenant.
12. **PETS.** No pets of any kind will be allowed to be kept or maintained on the Property without prior written permission of Owner. Such permission may be provided by the execution of an addendum entitled "Pet Addendum", the terms and provisions of which are incorporated herein by this reference. Owner reserves the right to prohibit pets, except for qualified service animals, completely from the Property.
13. **ILLEGAL ACTIONS.** If it is discovered that the Tenant or any guests of the Tenant are participating in or committing any illegal acts on the Property, the Owner and/or its Agent has the right to immediately terminate this Lease.
14. **NO SMOKING.** Due to the increased risk of fire, increased maintenance costs and the known health effects of secondhand smoke, smoking is prohibited in the Property and any adjoining common areas, all indoor areas and within twenty-five (25) feet of the building(s), including entryways, balconies, and patios. This rule applies to each Tenant and any guests of the Tenant. Tenants are responsible for ensuring that family members, roommates, and guests comply with this rule. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
15. **RULES & REGULATIONS.** Tenant shall abide by any rules and regulations adopted by the Owner applicable to the Property, including all updates, and any rules of any property, or homeowner, or similar association in which the Property is located.

1.4 RECITALS

1. **NOTICES.** Notices may be served upon Tenant in person, by electronic mail, or by regular mail, addressed to the Property, whether said mailing is accepted and received by Tenant. Any notice required in this Lease must be presented or mailed to the office of Agent to 112 West Main Street, Suite 5, Charlottesville, VA 22902, or such other place as Owner or Agent may designate to Tenant in writing.
2. **RECEIPT; CONSENT & WAIVERS.** The Parties acknowledge receipt of a copy of this Lease, and all Exhibits. The Lease shall be binding upon and inure to the benefit of the Owner and his successors in interest. It is expressly stipulated that all covenants herein are independent. Express and implied warranties of habitability shall not extend beyond those areas or those repairs for which the Owner has assumed responsibility.
3. **AUTHORITY; FINAL AGREEMENT; MODIFICATIONS.** The Tenants named herein are jointly and severally liable for all terms and conditions of this Lease. The Parties acknowledge they have the Authority to enter this Lease. This Lease and all addenda, exhibits, or amendments constitutes the entire agreement among the Parties, and it may not be modified or amended except by written instrument executed by the Parties.
4. **ASSIGNMENT.** Owner may assign this Lease in its absolute and sole discretion. Tenant cannot engage in assignments, sublets, transfers, or Tenant changes to the Lease without the written permission of the Owner in advance and in its absolute and sole discretion.
5. **SUBORDINATION.** Tenants agree that this Lease is and shall be subordinate in lien, dignity, and priority to the lien of any mortgage or deed of trust placed upon the Property by Owner. Tenant agrees further to attorn to Owner's successors in interest and assigns, including Owner's mortgagees or purchasers at foreclosure from deeds of trust encumbering the Property, or grantees under deeds in lieu of foreclosure.
6. **SEVERABILITY.** If any provision of this Lease is found to be ineffective or violative of law or equity, the remaining provisions shall remain in full force and effect.
7. **NO WAIVER.** If Owner waives a noncompliance or breach of the Lease or law by Tenant, such waiver shall not be construed as a waiver of any subsequent noncompliance or breach, and this Lease shall continue in full force and effect.
8. **DISCLOSURE.** Unless otherwise noted, York Property, LLC and its employees are agents for the Owner and are representing the Owner in this transaction. Some or all of Agents employees and contractors are licensed Virginia Real Estate Salespeople and Brokers.

The following addendums and attachments are hereby attached to this Lease and incorporated herein by reference:

- Damage Addendum
- Rules & Regulations; Policies & Procedures Addendum
- Virginia Tenants Rights & Responsibilities (attached)

- Protect Your Family from Lead in Your Home (attached – if necessary)

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Addendum A

2.1 DAMAGE ADDENDUM

This addendum attaches to and becomes a part of the Lease Agreement entered into on <<Lease Creation Date>>, by and between <<Tenants (Financially Responsible)>>, (hereinafter, "Tenant(s)") and <<Owner Name(s)>>, (hereinafter, "Owner"). Tenant and Owner are collectively the "Parties". York Property, LLC (hereinafter, "Agent") is acting on behalf of the Owner.

All fixtures and personal property of Owner will be wiped clean of any excessive dust, debris, grease, stains, crumbs, residue, etc.... The floors will be swept, any carpeting will be vacuumed and any holes in walls will be patched and repaired. Tenant acknowledges that after vacating the Property, the Owner will have the Property professionally cleaned, all of the walls will be painted and any carpets will be professionally steam cleaned. The cost of such cleaning, one-half of the cost of painting, and the cost of steam cleaning will be deducted from the Tenant's Deposit.

The Parties further agree that, except for normal wear and tear, the Tenant will be responsible for the costs of repair, replacement, or removal of damaged property, plus an administrative fee equivalent to ten (10) percent the value of such repair, replacement, or removal. Items typically considered, but not limited to, above and beyond normal wear and tear include:

2.2 DAMAGE

1. Excessive or abnormal repairs of holes caused by nails, screws, tape or hanging lamps – to include an excessive number of such holes, the tearing of drywall, and holes considered to have an excessive diameter requiring repair.
2. Appliances left dirty or in bad condition, or damaged beyond normal wear and tear.
3. Repainting of parts or entirety of the Property.
4. Unreturned keys.
5. Damaged, ripped, or stained carpeting, hardwood, or vinyl flooring.
6. Damaged or lost curtain rods and/or window treatments.
7. Damaged or broken windows.
8. Excessive odor from pets or poor housekeeping.
9. In the event that wallpaper must be removed, Tenant will be charged for the cost of repairing, and repainting the wall, including the drywall, if necessary.
10. Carpets must be professionally steam cleaned at the end of the Lease, after all furnishings and personal belongings of Tenant have been removed from the Property. Tenants must provide a receipt from a professional steam cleaning company.
11. Tenant hereby agrees to complete all move-out cleaning, repairs, responsibilities as outlined in the Policies and Procedures Addendum.
12. Tenant hereby agrees to surrender possession of the Property to the Landlord in as good condition as the Property was found at the commencement date of the Lease, less reasonable wear and tear, and reimburse the Owner for any repairs or maintenance that may be necessary.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Addendum B

3.1 RULES & REGULATIONS; POLICIES & PROCEDURES

This addendum attaches to and becomes a part of the Lease Agreement entered into on <<Lease Creation Date>>, by and between <<Tenants (Financially Responsible)>>, (hereinafter, "Tenant(s)") and <<Owner Name(s)>>, (hereinafter, "Owner"). Tenant and Owner are collectively the "Parties". York Property, LLC (hereinafter, "Agent") is acting on behalf of the Owner.

The Parties agree that the following Rules & Regulations; and, Policies & Procedures, as they relate to the Lease Agreement, are hereby incorporated therein; and, further, Tenant acknowledges that Landlord may change the rules, regulations, policies, and procedures herein, with proper notice provided to Tenant, pursuant to the expectations outlined in the VRLTA, under § 55.1-1228.

1. **OFFICE HOURS & LOCATION.** The office is located at 112 West Main Street, Suite 5, Charlottesville, VA 22902. Regular office hours are 9 am – 4 pm.
2. **CONTACT INFORMATION.** The mailing address is as follows: York Property, LLC. 112 West Main Street, Suite 5, Charlottesville, VA 22902.
3. **RENT PAYMENTS.** Rental payments are due on the 1st of every month for the duration of your Lease Agreement. Rent shall be deemed paid when received by the Agent. ALL RENT PAYMENTS WILL BE MADE BY ELECTRONIC CHECK OR BANK ACH. TENANT AGREES TO SET UP ELECTRONIC PAYMENT OR BANK ACH THROUGH AGENT'S SECURE PAYMENT PORTAL. Under no circumstances will cash be accepted as payment. In the event a monthly payment is received after the 5th of the month, Tenant agrees to pay a fee equal to 10% of the monthly rent that is past due, or 10% of the balance on the account, whichever is less. Tenant agrees to pay an additional charge of \$50.00, in addition to the late fees, for any returned payment for insufficient funds, or any other reason.
1. **MOVE-IN PROCESS.** Keys will be available for you to begin move-in at 12:00 PM on your lease commencement date. All utilities required of Tenant in the Lease Agreement must be activated by the lease commencement date. If Tenant does not initiate such services prior to the lease commencement date, such services may be unavailable until Tenant contacts the appropriate utility provider. Any charge which Landlord may incur by a utility provider after the lease commencement date for services provided to the Property may be billed to the Tenant's rental account and become due and payable as Rent. Prior to move-in, and prior to keys being made available, Tenant must pay all prorated first month's rent, security deposits and any remaining fees (if any).
 1. **MOVE-IN CONDITION REPORT.** Tenant will be provided to the Agent a written detail of any permanent defects in the property found to exist upon acceptance of occupancy of the Property, and not more than five (5) business days from the lease commencement date. Tenant will provide such detail on the Landlord provided form titled Residential Move-in Inspection Report. Owner may dispute, repair or accept such detail as provided by Tenant within five (5) days of receipt of such notice, or ten (10) days from the lease commencement date, whichever is the later.
 2. **RENTER'S INSURANCE.** For the duration of the Lease Agreement, and prior to the lease commencement date, Tenant will maintain and provide proof of a minimum \$100,000 Limit of Liability for Tenant's legal liability for damage to the Owner's Property for no less than the following causes of loss: fire, smoke, explosion, water damage, backup or overflow of sewer, drain, or sump (hereinafter, "Required Insurance"). Tenant is required to furnish the Owner with evidence of Required Insurance prior to occupancy of the Property and at the time of each lease renewal period. If at any time Tenant does not have Required Insurance, Tenant is in breach of the Lease Agreement and Owner shall have, in addition any other rights under the Lease Agreement, the right, but not the obligation, to purchase Required Insurance coverage and seek reimbursement from the Tenant for all costs and expenses associated with such purchase.
 1. Tenants may obtain Required Insurance from an insurance agent or insurance company of Tenant's choice. If Tenant furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Tenant does not maintain Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Owner, who may schedule the Tenant's unit for coverage under the Landlord's Required Resident Liability insurance policy (hereinafter, "LRRL"). The coverage provided under the LRRL will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Owner for the LRRL coverage shall be charged to Tenant as Rent. Some important points of this coverage, which Tenant should understand are:
 2. LRRL is designed to fulfill the insurance requirement of the Lease Agreement. Owner is the Insured under the LRRL. Tenant is not the insured under the LRRL policy.
 3. LRRL coverage is not personal liability insurance or renter's insurance. Owner makes no representation that LRRL covers the Tenant's additional living expenses or liability arising out of bodily injury or property damage to any third-party. If

Tenant requires any of these coverages, then Tenant should contact an insurance agent or insurance company of Tenant's choice.

4. Coverage under the LRRL policy may be more expensive than the cost of Required Insurance obtainable by Tenant elsewhere. At any time, Tenant may contact an agent of their choice for insurance options to satisfy the Required Insurance under this Lease Agreement.
 5. Licensed Insurance agents may receive a commission on the LRRL policy.
 6. The cost to the Tenant for the LRRL coverage shall be Nine Dollars and fifty cents (\$ 9.50) per month. Additionally, an Administrative Fee in the amount of Two Dollars and fifty cents (\$ 2.50) to be retained by the Owner for processing and handling will be charged.
2. **MAINTENANCE.** Maintenance for your home is provided under the Lease Agreement. Owner will repair all exterior walls, roofs, electric wiring, water, gas and sewage pipes, heating & cooling systems, and appliances, except for those instances where the repair is necessary because of negligence or misuse on behalf of Tenant. Tenant is responsible for all cleaning, replacement of all light bulbs, appliance filters, HVAC filters, and any broken glass on the Property.
 3. **EMERGENCY MAINTENANCE.** Emergency Maintenance is available after-hours by calling **434-972-7015**. Emergency maintenance is considered for any time-sensitive repairs related to loss of power (except as the outage relates to services provided by the electric utility company), water flooding, smoke from electrical outlets, loss of air conditioning or heat when the temperature is above Eighty (80) degrees or below Sixty (60) degrees, loss of hot water, fire, or any other situation which may result in loss of life or property.
 4. **GROUNDS MAINTENANCE & SNOW REMOVAL.** Tenants will not remove or replace existing landscaping plants or shrubs or install any new landscaping without the express written permission of the Owner. The installation of personal, permanent, or semi-permanent exterior fixtures (i.e., swing sets, basketball goals, sandboxes, etc....) must first be approved by the Owner in writing. Owner does provide for the removal of snow from sidewalks and parking areas on the Property. Snow will be cleared from all surfaces within twenty-four (24) hours following the conclusion of a snow event. Tenants are responsible for cleaning the snow from areas around their individual vehicles in parking areas.
 5. **PLUMBING.** Landlord is responsible for all plumbing repairs, except as follows: Tenant is responsible for keeping all lavatories, sinks, toilets, and other plumbing fixtures/drains open. This includes all drains and plumbing fixtures free of hair, soap residue, toothpaste, or other obstructions. Tenants shall not allow anyone to misuse the plumbing system or to dispose of anything for which the system was not designed. Tenant assumes any responsibility for any damage caused by misuses or neglect of the plumbing systems and any stoppage occurring after seven (7) days from the lease commencement date, unless it is determined that it is a mechanical failure or root growth. Tenants shall disconnect all exterior hoses left connected during times of potential freezing temperatures. Any damage caused by plumbing or pipes due to hoses left connected in freezing weather condition shall be repaired by a licensed plumber, at the Tenant's expense.
 6. **EXTERMINATING.** Tenants must report any pest problems – in writing – within seven (7) days of the lease commencement date. If not reported within the allocated time period, it is agreed that the property has no infestation of any kind. Landlord has no responsibility for the control of roaches, ants, mice, fleas, stink bugs, or other pests, including bed bugs. Except for termites, any future infestation of any kind is the responsibility of the Tenant.
 1. **BED BUGS.** Tenant acknowledges that they have received and read the pamphlet "Don't Let the Bed Bugs Bite" which outlines how to detect bed bugs, how they spread, how to prevent bed bugs, pest management, preparation for pest management and responsibilities of Tenant and Landlord.
 7. **KEYS.** Keys are available to you at 12:00 PM on the day of your lease commencement, assuming all fees and charges have been paid in advance. If your lease begins on a weekend or you are unable to move in during business hours, please contact the Agent to make arrangements for access to the home outside of normal hours. All keys, including mailbox keys, accessory structure keys, storage keys, and garage remotes (as applicable) will be provided to Tenant at move-in. Tenants are responsible for maintaining the keys and all keys which are provided at move-in must be returned upon termination of the Lease Agreement. If all keys are not returned at the end of the Lease Agreement, Tenant may be responsible for the replacement of keys/remotes and the cost of rekeying access to the Property.
 8. **LOCKOUT SERVICE.** Lockout services are not guaranteed by Agent. If you are locked out of the Property after hours, you may be directed to contact a local locksmith for assistance. In the event Tenant is locked out of the Property, and Agent is available or provide access after-hours, Tenant agrees to pay a fee to Agent/Owner for the services provided to gain access to the Property. The fee schedule will be as follows (based on arrival time and providing access to Tenant):

Weekdays	4:00 PM - 9:30 PM	\$	85.00
	9:30 PM - 9:00 AM	\$	110.00
Weekends	Anytime	\$	125.00
Holidays	Anytime	\$	150.00
 9. **UTILITIES.** All utilities must be engaged/activated on or prior to the lease commencement date. Failure to activate any utility may result in lack of service, or additional charges/fees incurred from the Owner.
 10. **TRASH REMOVAL.** All trash must be disposed of properly, and in acceptable waste containers. No trash should be left on the Property or outside of an appropriate waste container or collection facility.

11. **ALTERATIONS.** Any changes to the property – including the replacement of fixtures, painting of walls, installation of shelving, or any other structure which permanently alters the Property – must be approved in writing by the Owner. No changes of a structural nature, or additions/modifications will be approved.
12. **PARKING.** Parking is not guaranteed by Owner. Parking on the Property must be confined to designated parking areas such as driveways, garages, or assigned street parking, as available. All vehicles must be parked within appropriate spaces or driveways designated for such use at your Property. There is to be no parking of vehicles on lawns, curbs, or grass verges in front of your home. All vehicles must have proper state licensing and inspections whenever parked on the Property or surrounding properties, streets, etc.... Any vehicle in a state of disrepair must be removed within 24-hours. No maintenance of vehicles is permitted on the Property – including the changing of any fluids, such as oil. Vehicles may be towed from the Property at the vehicle owner’s expense if found to be parked in a manner which does not comply with this section.
13. **SMOKE DETECTORS.** It is the Tenant’s responsibility to maintain each smoke detector or carbon monoxide detector located on the Property. Do not remove or disconnect any smoke detector or carbon monoxide detector.
14. **NO SMOKING.** Due to the increased risk of fire, increased maintenance costs and the known health effects of secondhand smoke, smoking is prohibited in the Property and any adjoining common areas, all indoor areas and within twenty-five (25) feet of the building(s), including entryways, balconies, and patios. This rule applies to each Tenant and any guests of the Tenant. Tenants are responsible for ensuring that family members, roommates, and guests comply with this rule. The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
15. **GUESTS.** Tenants are responsible for the actions of any guest invited to the Property, and as such will be held accountable for any damages or disruptions that may be incurred as a result of the actions of any guest.
16. **PETS.** Pets will only be permitted as approved by the Owner under a separate written Pet Addendum. Not all Properties will permit Pets, and each Property has a distinct set of rules as it relates to the keeping of Pets on the Property. Each property may regulate the number of Pets, type, size and breed of pets allowed All Pets must have any appropriate/necessary licensing from the locality where the Property is; and all Pets must receive any required or necessary vaccination or inoculation.
17. **CHANGES TO LEASE AGREEMENT.** Any changes or alterations to the Lease Agreement must be done so in writing, and as agreed by the Parties. Changes to the Lease Agreement are not guaranteed or promised and may be granted on a case-by-case basis per Property. The following changes may be permitted in exchange for certain agreements and additional costs:
 1. **ADDITION/REMOVAL OF EXISTING TENANT.** If Tenant does require the addition or removal of an individual to the Lease Agreement, Owner will, without undue burden or delay, permit such changes to the Lease Agreement, so long as Tenant agrees as follows:
 1. Tenant agrees to pay a fee of Two Hundred and Fifty Dollars (\$250.00) to the Agent for the administrative duties performed on behalf of Tenant.
 2. Tenant agrees that, if removing a Tenant from the Lease Agreement, the remaining Tenant(s) will be required to process a new application for Lease Agreement and must meet the criteria for approval; and, if adding a new Tenant, the Tenant will be required to process an application for Lease Agreement and must meet the criteria for approval.
 2. **SUBLEASING.** Subleasing will only be permitted in situations where the Tenant is leaving for a period longer than thirty (30) days, but less than the duration of the Lease Agreement. Tenant will be responsible for all charges, including Rent, and any damages caused by sub-Tenant; Tenant’s security deposit will remain on hand during the sublease. Owner will not collect any additional security deposit from the sub-Tenant. Sub-Tenant will be required to process a new application for Lease Agreement and must meet the criteria for approval. Tenant agrees to pay a fee of Two Hundred and Fifty Dollars (\$250.00) to the Agent for the administrative duties performed on behalf of Tenant.
 3. **LEASE TAKE-OVER/EARLY TERMINATION.** The Lease Agreement is a binding legal contract between the Parties, and as such, neither party is obligated to permit a breach or termination of the contract, outside of the terms and conditions described in the contract, and those situations covered by the Act. Should Tenant require early release from their obligations of the Lease Agreement, Owner will, without undue burden or delay, permit such “Lease Take-over” or Early Termination of the Lease Agreement, so long as Tenant agrees as follows:
 1. Tenant agrees to hire Agent to promote the property available for rent, and to pay a fee to Agent in the amount of Five Hundred Dollars (\$500.00).
 2. Tenant agrees that Landlord may be entitled to market the property at a higher rental amount than the original Lease Agreement due to inflationary or market increases, per Landlord’s judgment.
 3. Tenant agrees to have the property professionally cleaned prior to the lease termination date and the occupancy by a new Tenant.
 4. All items on the Move-out Checklist must be completed prior to move-out and the occupancy by a new Tenant.
 5. Any carpets must be professionally steam cleaned with water heated to a temperature equal to or more than Two Hundred

(200) degrees Fahrenheit.

6. Any walls which have excessive amounts of scuffs, scratches, damage or holes, must be re-painted to match the existing color of the walls.
 7. All keys to the Property provided to Tenant at move-in will be returned to Agent, or the locks will be re-keyed by a professional locksmith at the Tenant's expense.
 8. Tenant agrees to vacate the property not less than 5 business days prior to the start of a new Lease Agreement and occupancy by a new Tenant. Further, Tenant acknowledges they are responsible for the per diem rate of Rent for the Property until the day in which a new Tenant takes occupancy.
4. **LEASE TAKEOVER/EARLY TERMINATION - LESS THAN 3 MONTHS.** Should Tenant require the release from the Lease Agreement earlier than the lease termination date, but not more than three (3) months prior to the lease termination date, Landlord will agree to market the property available earlier than required under the Lease Agreement, so long as Tenant agrees as follows:
1. Tenant agrees and understands that by marketing the property available earlier, there is no guarantee that a replacement Tenant will be found prior to the original lease termination date and that Tenant is responsible for the rent until a new Tenant is found or the original lease termination date, whichever is sooner.
 2. Tenant agrees that Landlord may be entitled to market the property at a higher rental amount than the original Lease Agreement due to inflationary or market increases, per Landlord's judgment.
 3. Tenant agrees to compensate the Agent an administrative fee in the amount of One Hundred Fifty Dollars and no cents (\$150.00).
18. **RULES & REGULATIONS.** There are certain rules and regulations with which Tenant must agree to comply. Tenant does agree as follows:
1. There will be no sign, placard, picture, advertisement, name, or notice inscribed, displayed, printed, or affixed on or to any part of the Property without the written consent of the Owner. Owner shall have the right to enter the Property and remove any such sign, placard, picture, advertisement, name or notice immediately and without notice given to Tenant. Should Landlord incur any cost for the removal of such a sign, e.g., ... Tenant will reimburse such costs to Owner as Rent.
 2. The sidewalks, halls, passages, exits, entrances, elevators, and stairs (as they shall exist in the Property), will not be obstructed by any of the Tenants or used by Tenants for any purpose other than for ingress and egress through the Property.
 3. Tenant shall not alter any lock or install any new or additional locks on the Property, without providing to the Owner a copy of the key to such lock.
 4. The plumbing in the Property will not be used for any such purpose other than that for which they are designed. Any breakage, stoppage or damage resulting from Tenant's use of the Property's plumbing by any purpose other than for what it is designed, will be the Tenant's responsibility and any cost incurred by Landlord for repair, replacement or remedy caused by such misuse will be reimbursed by Tenant as Rent.
 5. Tenants shall not overload the floor systems of the Property, or in any way deface the Property, or any part thereof.
 6. No furniture, freight or equipment of any kind shall be brought into the Property requiring the use of the elevator (if one should exist), without the prior notice to Owner and all moving of the same into or out of the Property shall be done at such time and in such manner as Landlord shall designate. Owner shall have the right to prescribe the weight, size and position of all safes, and other heavy equipment brought into the Property, and the times and manner of moving the same in and out of the Property. Safes, or other heavy objects, shall, if considered necessary by the Owner, stand on supports of such thickness as necessary to properly distribute the weight. Owner will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Property by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant. Waterbeds and large aquariums holding water will not be permitted.
 7. Tenant shall not use, keep, or permit to be used or kept any foul or noxious gas or substance in the Property, or to permit or suffer the Property to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Property, by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants, or those having business therein. No animals or birds will be brought in or kept in or about the Property with the prior express written permission of the Owner.
19. **MOVE OUT PROCEDURES & POLICIES.** Tenant is expected to leave the Property in similar condition as found upon move-in, less any reasonable wear and tear. All keys, remotes, and fobs provided at move-in are to be returned, along with any additional copies made by Tenant. Your Tenancy ends at 12:00 noon on the day detailed on the cover page of your Lease Agreement as indicated by the "Lease Ends" date.
1. **Deposit Return.** The deposit will be returned to the Tenant(s) within forty-five days of the end of your Lease Agreement. Tenant must provide to the Owner an address for return of the security deposit not later than the Lease End date identified on the cover page of your Lease Agreement.

2. **Personal Property.** All personal property left at the Property will be considered abandoned and will be disposed of accordingly. You may be charged for any disposal fees incurred.
3. **Cleaning & Maintenance.** It is expected that Tenant will leave the Property in a similar condition at the time of move-in to the home. This includes cleaning, carpet cleaning (if carpet exists), and replacement of or repair to any maintenance caused beyond normal wear and tear. All fixtures and personal property of Owner will be wiped clean of any excessive dust, debris, grease, stains, crumbs, residue, etc...The floors will be swept, any carpeting will be vacuumed and any holes in walls will be patched and repaired. Tenant acknowledges that the Owner will have the Property professionally cleaned, all of the walls will be painted and any carpets will be professionally steam cleaned. The cost of such cleaning, one-half (1/2) of the cost of the painting, and the cost of steam cleaning will be deducted from the Tenant's Deposit. Any costs in excess of the costs detailed below will also be billed to Tenant against their Deposit.

Property Size	Cleaning	Painting	Carpet Cleaning
1BR/Studio	\$110.00	\$325.00 - \$375.00	\$125.00
2BR	\$125.00	\$350.00 - \$450.00	\$125.00
Lofts	\$125.00	\$600.00 - \$900.00	\$125.00
Houses	\$150.00	\$900.00 - \$1,000.00	\$150.00

In addition to the cleaning expectations outlined above, Tenant agrees to follow the items listed in Addendum A to the Lease Agreement; and:

- The HVAC filter should be replaced.
- All burned out light bulbs should be replaced.
- Any holes in walls should be patched
- Any blinds which have been broken should be replaced.
- Please remove all shower curtains; do not leave behind any cleaning products; all trash should be removed from the Property.
- All balconies or storage areas should be broom swept, clean of any debris, dirt, or stains.
- The exterior of the home – including the yard, porches/decks – should be free of all personal property and trash.
- If the Property has a lawn, then it should be mowed and maintained as required by the Lease Agreement. The lawn should be mowed not more than 48-hours prior to the Lease End date.

“Normal wear and tear” does not include damages caused by the Tenant’s negligence, abuse, or misuse of the premises, such as but limited to: broken windows, broken screens, holes in walls, broken blinds, scraped walls and carpet stains. All damages deemed beyond “normal wear and tear” will be repaired and billed to the Tenant.

These “Rules & Regulations” may be amended and changed from time to time, with proper notice by Agent to Tenant.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. Sign and Accept

4.1 SIGNATURE

By signing below, the Parties agree with the terms, conditions, and stipulations as outlined in this Lease Agreement and intend to execute this binding contract.

In Witness Whereof, the Parties have executed this Lease Agreement:

X

Lessee

Date Signed

X

Lessor

Date Signed