

RESIDENTIAL LEASE

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

The property will be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status, handicap, or elderliness in compliance with all applicable federal and state and local fair housing laws and regulations.

THIS LEASE AGREEMENT is made on **2/25/2023** between **JC Capital Rutrough, LLC.** (Landlord) and **Anthony Ostler** (Tenants).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Landlord and Tenant(s) agree as follows.

1. SUMMARY OF LEASE AGREEMENT TERMS:

Address of Leased Premises: **1702 Rutrough Rd SE, Apt. 6, Roanoke, VA 24014**

- a. Term of Lease Begins: **3/1/2023**
- b. Length of Term is: **13 Months**
- c. Lease Term Ends on: **3/31/2024**
- d. Total Rent Due for full Term: **\$9,300.00**
- e. Monthly Rent to be paid in advance on the first day of each month, which is due in monthly installments of **\$775.00** without deduction, or demand at location **925 FIRST STREET SW, ROANOKE VA 24016** or at such other place designated in writing. **Checks or money orders for rental payments should be made payable to HOMETOWN HOLDINGS, LLC.** Landlord reserves the right to require that all rental payments be made by certified funds or money order.
- f. Description of Premise: **2BR/1BA -- Apartment**
- g. Names of Other Occupants:
- h. Late Charges will be **10% of monthly rental amount** per month if the monthly rent is not received by the Landlord on or before the 5th day of each month during the terms of this Lease Agreement.
- i. Utilities included in rent: **None**
- j. Utilities responsible for by tenant: **Electric and Water**
- k. Appliances included in rent: **Stove - Refrigerator - Dishwasher**
- l. Appliances maintained by tenant (owner not responsible to repair/replace): **None**
- m. Returned Checks will result in a **\$35.00 additional charge**, other than the late charge specified herein, for each check returned to Landlord for insufficient funds or otherwise.
- n. Monies Due from Tenant(s) as follows:



- Security Deposit **\$775.00**
- Pet Fees (non-refundable) **\$N/A**
- First Month's Rent **\$Free**
- Pro-rated Rent (2nd month's rent) **\$**
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2. APPLICABLE VIRGINIA LAW. (Check appropriate space.)

This landlord tenant relationship is X or is not within the purview of Chapter 13.2 of Title 55 of the Code of Virginia (1950), as amended, generally known as the Virginia Residential Landlord Tenant Act. If the appropriate space is not designated, the Virginia Residential Landlord Tenant Act will apply to this landlord tenant relationship.

3. SECURITY DEPOSIT. Tenant(s) have deposited the sum specified herein as a security deposit, to secure a complete and faithful performance by Tenant(s) of all terms and conditions of this Lease Agreement, and of all the obligations imposed on Tenant(s) by applicable Virginia law.

- A. Under the applicable Virginia law, if Tenant(s) default with any provision of the Lease Agreement, Landlord may terminate the Lease Agreement, and may apply all of part of the security deposit to the payment of accrued rent and the amount of any damages which have been suffered, which includes but is not limited to physical damages,

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appropriate charges to tenant(s) not previously reimbursed to Landlord, actual damages for breach of the Lease Agreement, attorney's fees and costs. It is the policy of the Landlord to apply security deposits to non-rent items first, and then to any unpaid rent. Within thirty (45) days after terminations of the tenancy and return of possession of the Premises by Tenant(s) to Landlord, Landlord must provide Tenant(s) with an itemized listing of all deductions made from the security deposit, and with payment of any amount due Tenant(s). If Tenant(s) comply with all terms and conditions of the Lease Agreement and with the applicable Virginia law, Landlord will return to Tenant(s) the security deposit within thirty (45) days after termination of the tenancy and return of possession of the Premises to Landlord by Tenant(s). Any interest earned on the security deposit in excess of that amount which Landlord is required by law to pay to Tenant(s) will be retained by Landlord to cover administrative costs. Tenant has the right to be present at the move-out inspection.

- B. Agent, within 5 days of receipt of Notice of Termination (as defined herein) of the Tenant's intent to vacate Premises, shall advise Tenant in writing of the right to be present at Landlord's move-out inspection of Premises which will take place within 72 hours after the Tenant's delivery of possession of the Premises. Tenant shall advise Agent in writing of their intent to be present at the inspection. If Tenant fails to make such request or fails to appear at the scheduled inspection, Agent will proceed to do the move-out inspection without Tenant being present. The move-out inspection is done to determine if the Security Deposit will be returned to Tenant, whether deductions will be made from the Security Deposit, and whether Tenant may be liable for damages exceeding the amount of the Security Deposit. If the Landlord makes any deductions from the Security Deposit or accrued interest as permitted by law, such deductions shall be fully itemized in writing to Tenant in accordance with applicable law.
- C. Agent shall return any Security Deposit to which Tenant is entitled with such interest as required by law. In the event of any breach or failure of Tenant hereunder Agent shall have the right to use and apply the Security Deposit in the manner provided and permitted by law. Tenant shall pay the costs of repairs, replacements, or other damages that exceed the Security Deposit. In the event of a sale, transfer, or assignment of Landlord's interest in the Premises or Lease, Landlord shall provide notification to Tenant of the name, address and telephone number of the new agent or new landlord. Landlord shall transfer the Security Deposit and be released from all liability in connection with the Lease. Tenant shall request the return of the Security Deposit from the new agent or landlord.
- D. If Landlord, his heirs, or assignees, assumes management of the Premises, or management is transferred to another company; Tenant consents to the transfer of the Security Deposit, plus interest, if any, to such party or company, if allowed by law.
- E. Forwarding Address.** Tenant(s) must provide Landlord written notice prior to vacating the Premises of the forwarding address so that Landlord can forward to tenant(s) a statement explaining the disposition of the security deposit prior to the end of the 30-day period provided herein. If Tenant(s) fail to give notice of a forwarding address, Landlord will send the security deposit statement to the last known address of the Tenant(s), but will retain the security deposit refund, if any, until Tenant(s) notify Landlord of the appropriate address.
- F. Multiple Tenants.** Where more than one Tenant signs this Lease Agreement, a deduction to be made from the security deposit will be joint and several, and Landlord is not liable for any understanding which may exist between two or more Tenant(s) as to the portion of the security deposit that one Tenant may be entitled to, as opposed to another Tenant. Landlord will draw one check, payable to all Tenant(s) jointly, and forward same to the forwarding address provided to landlord by written notice as required herein.

4. RENT

- A. Rent Payments.** The total rent for the initial Term of this Lease Agreement is as set out in Paragraph 1 (d) and (e) of this Lease Agreement. The monthly rental payments are payable in advance without demand, and in full without proration or setoff, on the first day of each calendar month to Landlord, or at such other places as Landlord may designate by advance written notice to Tenant(s). Rent payments made in advance of the due date will be converted at the time of receipt and transferred to the property owner with normal monthly owner proceed payments, prepaid rent payments will not be escrowed. All rent payment will be applied to the oldest charge on the tenant ledger which can include late fees, damage fees, or other applicable fees.
- B. Late Payment.** If the rental payment is received by the Landlord after the fifth (5th) day of any calendar month, a late penalty of **10% of monthly rental amount** will be assessed against the Tenant(s). Any rental payment received after legal action has been initiated by Landlord will be accepted with reservation and will be applied to

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delinquent rent due but will not affect any legal action instituted by Landlord against Tenant(s) to recover delinquent rent and possession of the Premises.


- C. Returned Checks.** Landlord reserves the right to require that all monthly installments be made by money order, or certified funds, and to impose a service charge of \$35.00 on Tenant(s) for returned private party checks.
- D. Tenant Web Access.** TWA provides the ability to pay your rent online and access/update your account information. To create an account, go to: <https://hthproperties.com/portals> 1. Click TENANTWebACCESS 2. On the Tenant Login screen, click Sign Up. 3. Enter your account number: 6227 4. Enter your email address. 5. Create a username and password and click continue. While logged into TWA, click the tabs at the top of the page to: make a payment, display your transaction history, view open charge, or change your password/update personal info. **Please contact the office at (540) 777-3711 to update your email if unsure or it does not verify during registration.** To set up Auto Pay (Auto Pay Rent Online)-Login to TWA, Click the GEAR or drop-down menu (top right corner), Select Saved Payment Information, Click EDIT button at bottom of page, Enter ACCOUNT TYPE then other detailed information and SAVE. select Enable Automatic Payments and choose desired day, type, and amount. check the "please be advised..." button and select SAVE AUTO PAYMENT SETTINGS. **NOTE:** a convenience fee will be charged. (\$2.95) fee) when using your bank account information or (\$2.95+3% of payment being made) when using a Credit Card. A convenience fee of \$4.95 will be charged when using a debit card. **CheckFreePay:** Your unique account number is .Visit <https://hthproperties.com/portals> for the nearest payment locations. Visit the participating retailer's customer service counter and inform the agent you are there to make a bill pay to "PayLease Community Payments" * Provide the agent with your CashPay card and cash payment.* Collect a receipt and you're done! Your payment will electronically be sent to Hometown Holdings, so there's no need to stop by the office. If you have any questions about Tenant WebACCESS or CheckFreePay, please do not hesitate to call our office.


5. INSPECTION AND CONDITION OF LEASED PREMISES.

The Landlord shall, within five days after occupancy of a dwelling unit, submit a written report to the Tenant(s), for his safekeeping, itemizing damages to the dwelling unit existing at the time of occupancy, which record shall be deemed correct unless the Tenant(s) objects thereto in writing within five days after receipt thereof. If the Tenant(s) prepared the written report of the check-in inspection jointly, both the Landlord and Tenant(s) shall sign the said written report and receive a copy thereof, at which time the said record shall be deemed correct.

6. USE, OCCUPANCY AND MAINTENANCE.

- A. Tenant(s) covenant the Premises will be used only as a dwelling unit and in a manner, which will not disturb neighboring Tenant(s) and which, will not damage the Premises. Tenant(s) will not permit any guests or invitees on or about the Premises to either disturb neighboring Tenants or damage such Premises. No persons, other than those named as occupants and Tenant(s) in paragraph 1 (g) of this Lease Agreement, may occupy the Premises on a regular basis. For the purposes of this Lease Agreement, occupancy by an unauthorized person for more than seven (7) calendar days consecutively, or fourteen (14) calendar days in any calendar year, without prior written consent from Landlord, will constitute occupation of the Premises on a regular basis and therefore will constitute a violation of this paragraph.
- B. No assignments will be permitted under any circumstances. No subleases will be permitted without prior written consent of Landlord.
- C. Tenant(s) shall discharge all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the Premises, including plumbing and other fixtures, appliances, and facilities, as clean and safe as their condition permits. Tenant(s) shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities on the Premises. Tenant(s) shall be responsible for any damages caused by Tenant(s) failure to comply with this requirement. Tenant(s) shall not install or use any other major appliances or equipment on the premises without prior written permission of Landlord.
- D. Smoke and Carbon Monoxide Alarms** It shall be the responsibility of Tenant to check smoke alarms periodically, to replace batteries as necessary to keep the smoke alarms in proper working condition, and to report any malfunctioning smoke alarms to Agent in writing. Neither Landlord nor Agent assumes responsibility or liability for any nonreported malfunction or misuse of smoke alarms by the Tenant, which result in injury or damage. An alternating current (AC – not battery operated) smoke alarm will not provide an alarm in the event of a power outage. Tenant may wish to add battery powered smoke alarms in the Premises as needed. Tenant will do

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nothing and permit nothing to be done on or about the Premises, which will contravene any fire insurance policy covering the same. There may be legal penalties for intentionally disabling or otherwise tampering with smoke alarms. Tenant has the right to request Landlord to install carbon monoxide alarms at Tenant's sole cost and expense in accordance with the law. Tenant, however, shall not remove or tamper with a properly functioning carbon monoxide alarm or smoke alarm installed by Landlord, including removing any working batteries, to render the carbon monoxide alarms and smoke alarms inoperative and shall maintain the carbon monoxide alarms and smoke alarms in accordance with applicable law.

E. Locks. Keys and/or electronic access will be furnished to Tenant by Agent. No additional locks shall be installed by Tenant and no existing locks shall be changed by Tenant without Landlord's prior written consent. If Tenant requires duplicate keys said keys will be fully at Tenant expense. Tenant shall reimburse the Landlord, as additional rent, for the cost of changing/repairing any locks or replacing any key(s) lost or damaged by Tenant. If Tenant is locked out, Tenant agrees to call a licensed locksmith (or Agent if the Premises is secured by electronic access) to provide access to the Premises. Tenant agrees to pay any charges incurred at the time access is given. If the lock(s) must be rekeyed, Tenant agrees to provide the new keys and/or codes to Agent within 24 hours. In addition, in the event a Tenant is granted possession of the Premises by a court of competent jurisdiction to the exclusion of any other Tenant or occupant, Tenant shall provide a copy of the court order to Agent along with a key to any locks that are changed and/or codes to any devices installed on Premises within 24 hours. Pursuant to Court Order. Any Tenant who has obtained an order granting such Tenant possession of the Dwelling Unit to the exclusion of one or more other Tenants or authorized occupants in accordance with the provisions of Section 55-248.18:1 of the Act may request Landlord to install new locks or other security devices on all exterior doors of the Dwelling Unit. Tenant will reimburse Landlord's actual costs for such new locks or security devices. All such costs will 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

F. Mildew/Mold. Tenant will use reasonable efforts to maintain the Dwelling Unit in such a condition as to prevent accumulation of moisture and the growth of mildew, and to notify Landlord in writing promptly of any moisture accumulation that occurs or of any visible evidence of mildew/mold discovered by Tenant. Tenant does hereby release Landlord 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 Landlord 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.

G. VA Law: Tenant(s) shall comply with all obligations imposed upon Tenant(s) by applicable Virginia law.

7. UTILITIES.

Tenant(s) shall pay any deposits required by utility companies for those utilities not provided by Landlord. Paragraph 1 (i) of this Lease Agreement lists the utilities provided by Landlord, which Tenant(s) agree to use in a reasonable manner so as not to commit waste. Landlord is not liable for failure to provide the named utilities, or for interruption of same if such failure or interruption is due to any cause beyond the control of Landlord. Tenant(s) agree to maintain electrical service and/or heat in the Premises, as the case may be, throughout the tenancy to prevent any damages from occurring to the Premises.

8. RENTER'S INSURANCE.


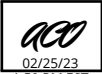
All personal property placed on or about the Premises shall be at the sole risk of Tenant(s) or the parties owning the same, and Landlord shall not be liable for the loss, destruction, theft of, or damage to such property, including flooding in basement of stored personal property. Landlord REQUIRES Tenant(s) to obtain insurance coverage for their personal property usually referred to as "Renter's Insurance"

9. ACCESS TO THE PREMISES~LANDLORD AND THEIR DULY DESIGNATED REPRESENTATIVE(S):

Landlord and their duly designated representative(s) may enter the Premises in order to do any one or any of a, b, or c.

A. Upon reasonable notice to Tenant and at reasonable times:

- I.** Inspect the Premises;
- II.** Make necessary or agreed repairs, decorations, alterations, or improvements;

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III. Supply necessary or agreed services;

IV. Exhibit the premises to prospective or actual mortgagees, workmen, contractors, appraisers and/or representatives of any Owner's Association.


- B. After notice of termination of this lease by Landlord or Tenant or ninety (90) days preceding the expiration and the expiration of applicable cure period of the lease term, place a "For Sale" sign up on the premises in addition to a lock box and exhibit the premises to prospective and/or actual purchasers, at reasonable times and during reasonable hours or:**
- C. After notice of termination of this lease by Landlord or Tenant or sixty (60) days preceding the expiration of the lease term, place a "For Rent" sign upon the premises in addition to a lock box and exhibit the premises to prospective and/or actual lessees, at reasonable times and during reasonable hours.**
- D. If Tenant(s) refuse to allow or prevent access to the Landlord as provided herein, Landlord may obtain injunctive relief to compel access or may terminate this Lease Agreement. In either case, Landlord may recover actual damages sustained and reasonable attorney's fees.**
- E. Abandoned Property.** Any items of personal property left in or about the Dwelling Unit after Tenant vacates the Dwelling Unit will be considered abandoned property. The Landlord may dispose of the property so abandoned as the Landlord sees fit or appropriate, provided Landlord has: (i) has given Tenant written notice of termination as required by this Lease or the VRLTA including a notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within twenty-four hours after termination; (ii) has given written notice in accordance with subsection 10(d) of this Lease including notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within twenty-four hours after expiration of the seven-day period; or (iii) has given written notice to Tenant including a statement that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within twenty-four hours after expiration of a ten-day period from the date of such notice. Tenant shall have the right to remove its personal property from the Dwelling Unit or the Premises at reasonable times during the twenty-four-hour period after termination or during normal business hours until Landlord has disposed of the remaining personal property of Tenant. During such twenty-four-hour period and until Landlord disposes of the remaining personal property of Tenant, Landlord shall have no liability for risk of loss of such property.
- F. Death of Tenant.** If a Tenant who is the sole occupant of the Dwelling Unit dies, and there is no person authorized by order of a circuit court to handle probate matters for the deceased Tenant, Landlord may dispose of any personal property left by such Tenant upon giving at least ten (10) days written notice in accordance with Section 55-248.38:3 of the VRLTA. Such notice shall include a statement that any items of personal property left in the dwelling unit shall be treated as abandoned property and disposed of, if not claimed within thirty (30) days, subject to subsection(b) hereof.
- G. Extended Absence.** Tenant(s) shall give Landlord notice of any anticipated extended absence of Tenant(s) from the Premises in excess of seven (7) days. During such absence of Tenant(s), Landlord may enter the Premises at times reasonably necessary to protect the Premises. In the even that Tenant(s) fails to give such notice, Landlord may recover from Tenant(s) any actual damages sustained.


10. LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT(S).

If Landlord is unable to deliver possession of the Premises to Tenant(s) on the beginning date of this Lease Agreement, through no fault of Landlord, Landlord is not liable to Tenant(s) for any damages other than to rebate any rent paid by Tenant(s) in advance. If Landlord cannot deliver possession of the Premises or provide Tenant(s) with a similar residential unit acceptable to Tenant(s) within fifteen (15) days of the beginning date of this Lease Agreement, this Agreement can be terminated by either Landlord, or Tenant(s), by the giving of notice as provided herein.

11. CASUALTY DAMAGE.

If the Dwelling Unit is damaged by fire or other casualty, by the failure of or malfunction of any equipment or utilities serving the Dwelling Unit, Tenant shall promptly notify Landlord. If, in the sole determination of Landlord, such damage does not render the Dwelling Unit substantially impaired or require repairs requiring Tenant to vacate the Dwelling Unit, Landlord shall repair the same within a reasonable period of time after service upon Landlord of written notice of such damage by Tenant, and Rent shall not abate during the period of such repairs. If, in the sole determination of Landlord, the Dwelling Unit has been rendered uninhabitable, this Lease shall automatically terminate, and Rent shall abate as of the date of the casualty. Landlord shall account to Tenant for prepaid rent, as

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applicable, based upon the damage or casualty. However, if Landlord reasonably believes that Tenant, Tenant's guests, invitees, or authorized occupants were the cause of the damage or casualty, Landlord shall so notify Tenant and make disposition of the prepaid rent by advising Tenant that such funds will be held until a determination is made of the amount of damages caused by Tenant's acts. Landlord shall have the right to apply the prepaid rent to the damage so caused by Tenant, Tenant's guests, invitees, or authorized occupants. Except as otherwise provided herein, Tenant and Landlord do hereby otherwise release each other from any and all liability, loss, damage, or claim resulting from any casualty and agree to secure from their insurers acknowledgment of such release and a waiver of any rights of subrogation.

12. 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 Agreement, and all rights of Tenant(s) under it shall immediately terminate. The rent shall be adjusted as of the time of such acquisition, but Tenant(s) shall have no claim against Landlord for any value of the unexpired Term, nor shall Tenant(s) be entitled to any part of the condemnation award of purchase price in lieu of such award.

13. LIABILITY OF LANDLORD.

Landlord shall not be liable for any injury or damage to persons or property either caused by or resulting from fire, falling plaster, dampness, overflow, or leakage upon or into 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, unless any such injury or damage from any other cause, unless any such injury or damage shall be the result of the deliberate or negligent act of Landlord, and Tenant(s) shall give prompt notice to Landlord or Agent of any of the foregoing occurrences, however caused.

14. PETS. (Check appropriate box)



Tenant(s) shall not keep pets on the Premises without the prior written consent of the Landlord. Should this consent be granted, Tenant(s) acknowledge that such consent may be revoked if there are any complaints. Tenant(s) further agree to assume all liability and responsibility for any and all damage caused by said pet(s) including, but not limited to, cost of having all carpeting cleaned by a professional carpet cleaner and or repaired or replaced, to pay the cost of having the Premises de-fleat and de-ticked by a professional exterminator at the termination of the occupancy and to provide paid receipts of such service. Pet(s) are to be leashed when being walked and Tenant(s) are responsible for cleaning up pet droppings. Failure to comply can result in Lease termination. Consent is hereby granted to keep the following pet(s) on the Premises:

- Number:
- Type:
- Name:
- Description:

An additional Pet Fee is hereby made by Tenant(s) to guarantee his obligations concerning pet(s). Be it further understood and agreed that should these monies not be sufficient to satisfy claims under this paragraph and line, the Landlord may use funds paid.

☒ No Pets of any kind will be allowed to be kept or maintained in or about the Premises without prior written consent of the Landlord and the execution of a "Pet Addendum".

If the unit is deemed NO PETS and a violation is noticed during any visit or passing, which includes but not limited to a service call, an inspection, an appraisal, or other; by you, a visitor, or anyone present in the house or unit, a tenant charge of \$500 will be added to your account, per incident/per pet and normal pet deposit/fees will begin. Furthermore, any monies paid for rent will go towards any outstanding violation charges first.

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15. REPRESENTATIONS IN RENTAL APPLICATION.

The Lease Agreement was entered into based upon representations of Tenant(s) contained in the Rental Application. If any of those representations are found to be misleading, incorrect, or untrue, Landlord may immediately terminate this Lease Agreement and notify Tenant(s) to vacate the Premises.

16. FINANCIAL RESPONSIBILITY.

If the Landlord is required to pay money or other consideration to Tenant(s), Tenant(s) agree that such financial obligation(s) will be satisfied solely from the Landlord's estate and interest in the Premises, and the real state upon which the said Premises are situated, and the improvements of which it is a part, or the proceeds thereof, so that Landlord, will incur no individual liability for such financial obligations.

17. NOTICES.



All notices shall be in writing and will be given by with the party giving notice retaining a certificate of mailing which may be a U.S. Postal Certificate of Mailing or may be a certificate on the notice itself; or by hand delivery with the party giving the notice retaining proof of delivery of the notice which may be certificate on the notice itself. Hand delivered notices shall be delivered in accordance with Chapter 8 of Title 8.01 of the Code of Virginia (1950), as amended.

18. MILITARY.

- A. Any Tenant(s) who are members of the armed forces of the United States or a member of the Virginia National Guard serving on full-time duty or as Civil Service technicians with a National Guard unit may, through the procedure detailed in subsection B and C of this paragraph, terminate this Lease Agreement if the member (i) has received permanent change of station orders to depart thirty-five miles or more (radius) from the location of the dwelling unit; (ii) has received temporary duty orders in excess of three months' duration to depart thirty-five miles or more (radius) from the location of the dwelling unit; (iii) is discharged or released from active duty with the armed forces of the United States or from his/her 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. Tenant(s) who qualify to terminate a Lease Agreement pursuant to subsection A shall do so by serving on Landlord a written notice of termination to be effective on a date stated therein, said date to be not less than thirty days after receipt of the notice. The termination date shall be no more than sixty 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. Prior to termination date, the Tenant(s) shall furnish Landlord with copy of the official notification of the orders or a signed letter, confirming the orders, from the Tenant(s) commanding officer. The final rent shall be prorated to the date of termination and shall be payable at such time as would have otherwise been required by the terms of the Lease Agreement, together with any liquidated damages due pursuant to subsection C of this section.
- C. In consideration of early termination of the Lease Agreement, Landlord may require that Tenant(s) pay to Landlord liquidated damages in an amount no greater than: One month's rent.

19. CANCELLATION.

Landlord or Tenant(s) may terminate this Lease Agreement effective at the end of the initial term of this Agreement or at the end of any subsequent term, upon written notice given to the other party at least 30 days but not more than 90 days prior to the effective date of such termination. Notice to Cancel must be given prior to the first day of a month in order to cancel the Lease Agreement 1 month(s) following the first day of the said month. Tenant(s), in addition to providing sufficient notice to Landlord of an intention to terminate, must be current in rental payments; must surrender possession of 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(s), other provisions of this Agreement, or as Landlord shall see fit. If no such Notice of Cancel is given, the term of this Lease Agreement shall be extended from month-to-month term until either party gives Notice to Cancel in accordance herewith, unless terminated in accordance with any other applicable provision of this Lease Agreement, or in accordance with applicable Virginia Law.

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20. LEASE BREAK CLAUSE.

LANDLORD AND TENANT AGREE TO THE FOLLOWING AS CONDITIONS OF TERMINATION:

A one-time payment is to be charged and tenant is released from the lease agreement on the as agreed upon ("Early Termination Date"). Tenant agrees to pay to the landlord a one-time sum equal to two months of rent in the amount as agreed upon in page one of this lease agreement. This includes the early termination costs and the full and final payment of tenant's obligations for rent under the lease. Additionally, the tenant shall surrender possession of the property on a date agreed upon. The amounts set forth in this paragraph are due to agent no later than 30 days from the date of an official request for an Early Termination of Residential Deed of Lease for Virginia or the early termination date, whichever is earlier. A move out inspection will be completed to document the condition of the property within 72 hours of the date that tenant surrenders possession. Disbursement of the security deposit shall take place as prescribed by law.

21. ACTION BY LANDLORD UPON DEFAULT BY TENANT (S).

Under Virginia law, and this Lease Agreement, Landlord, may terminate this tenancy during the term of the Lease Agreement upon one of the following:

- A. Material Noncompliance by Tenant(s) Failing to Pay Rent When Due** The Tenant(s)' rent is due and payable on the first (1st) day of each calendar month. If Tenant(s) fail to pay such rent due after Landlord has served a five (5) day material noncompliance notice for failure to pay rent, or pay or quit notice as applicable, Tenant(s) are in default, and Landlord may terminate this Lease Agreement in accordance with law.
- B. Material Noncompliance By Tenant(s) Which Can Be Remedied Within 21 Days** If Tenant(s) commit this type of material noncompliance, Landlord may serve on Tenant(s) a material noncompliance notice stating that if Tenant(s) do not remedy the specified noncompliance(s) within twenty-one (21) days, if the noncompliance(s) be remediable at all, Landlord will terminate this Lease Agreement in thirty (30) days.
- C. Repeat Violations** If Tenant(s) have been served with a prior notice which required Tenant(s) to remedy a breach, and Tenant(s) remedied such breach, where Tenant(s) intentionally commit a subsequent breach of a like nature as the prior breach, Landlord may serve on Tenant(s) a thirty (30) day termination notice. Such notice must make references to the prior breach of a like nature and state that the Lease Agreement will terminate in thirty (30) days for the reasons stated therein without allowing Tenant(s) an opportunity to remedy such subsequent breach.
- D. Nonremediable Violations** If Tenant(s) commit material noncompliance which is not remediable, Landlord may serve on Tenant(s) a termination notice stating that the Lease Agreement will terminate in thirty (30) days for the reasons stated therein, without allowing tenant(s) an opportunity to remedy such breach. If a breach of Tenant(s)' obligations under the Virginia law, or the Lease Agreement, involves or constitutes a criminal or willful act, which is not remediable and which poses a threat to health or safety, Landlord may terminate the Lease Agreement immediately by giving of an appropriate written notice.
- E. Material Noncompliance by Tenant(s) Which Can Be Remedied By Repairs, Cleaning or Replacement** If Tenant(s) commit a material noncompliance which could be remedied by repair, cleaning, or replacement, Landlord may place Tenant(s) on notice that Landlord is going to make the repair, cleaning or replacement on a certain date, and that the itemized bill for same will be submitted to Tenant(s) as an obligation and due and payable within thirty(30) days, or such other time period as Landlord may specify in a written notice to Tenant(s). If such obligation is not paid in a timely fashion as provided in the written notice to Tenant(s), such obligation becomes due as additional rent payable at the next rent due date.
- F. Acceptance of Rent With Reservation** If Landlord has given Tenant(s) written notice that the periodic rental payments have been accepted with reservation, Landlord may accept full payment of all rental payments, damages and other fees and still be entitled to receive an order of possession terminating the Lease Agreement. Any rental payment received after judgment and possession has been granted to Landlord against Tenant(s), but prior to eviction, will be accepted with reservation, and will be applied to the judgment amount, including the late charges, applicable costs, and attorney's fees, but will not affect the pending eviction pursuant to the order of possession granted by a court of competent jurisdiction. Further, the acceptance of the said amount with reservation in no way creates a new landlord/tenant relationship with Tenant(s).
- G. Remedies Available to Landlord Upon Termination of Lease Agreement** Remedies Available to Landlord Upon Termination of Lease. Upon termination of the Lease, Landlord may proceed to obtain possession of the Dwelling Unit by the filing of an unlawful detainer summons in a court of competent jurisdiction, and in addition,

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seek a money judgment for any physical damage to the Dwelling Unit and 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.

22. WAIVING OF BREACH NOT GENERAL WAIVER.

If Landlord waives a noncompliance or breach by Tenant(s) with the Lease Agreement, or with the law, such waiver shall not be interpreted as a waiver of any subsequent breach of noncompliance or breach, and this Lease Agreement shall continue in full force and effect.

23. SUBORDINATION.

Tenant(s) agree that this Lease Agreement is subordinate to the lien of any existing or future deeds of trust or mortgages placed on the premises, and Tenant(s) agree to execute whatever additional agreements may be required to so subordinate this Lease Agreement. Landlord reserves the right to assign any of Landlord's rights under this Lease Agreement at any time.

24. SEVERABILITY.

If any provisions of this Lease Agreement are violation of the law or equity, it is agreed that the remaining provisions are in full force and effect.

25. DISCRIMINATION.

Landlord does not discriminate against Tenant(s) in the provision of services, or in any other manner, on the basis of race, color, religion, sex, national origin, familial status, elderliness, or handicap.

26. REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION.

For purposes of this Lease Agreement, if Tenant(s)' noncompliance with the Lease Agreement, of the law, causes Landlord to employ an attorney at law, Tenant(s) agree to pay a reasonable attorney's fee, as well as all costs of collection recoverable under Virginia law. $\leq 33\%$

27. RULES AND REGULATIONS.

Tenant(s) shall abide by all existing Rules and Regulations of Landlord, applicable to Premises, and by such other rules and regulations, which may be imposed from time to time by Landlord. Tenant(s) acknowledge that he or she has read such existing Rules and Regulations, a copy of which is attached to and made a part of this Lease Agreement. Tenant(s) acknowledges that any violation of the Rules and Regulations by Tenant(s) or others on the Premises with the consent of Tenant(s) shall be considered a material noncompliance or breach of this Lease Agreement for which Landlord shall be entitled to appropriate relief under Virginia law.



28. HOLDOVER TENANT(S).

If the vacating date has past, due to a termination of the Lease Agreement, or otherwise, and Tenant(s) remain in possession of the Premises, Tenant(s) are liable for the damages sustained by the Tenant(s) holding over including but not limited to storage, hotel, meals, mileage, etc., payable to the new Tenant(s), or at Landlord's election, a rate of \$30.00 per day for each day after the vacating date Tenant(s)' stay in possession of the Premises, as well as for the payment of the fair market rent as determined by computing the prorated rental for the lease Premises multiplied by the number of days which Tenant(s) hold over.

29. MODIFICATION, APPLICABLE LAW AND SUCCESSORS.

This Lease Agreement constitutes the entire agreement among the parties, and it may not be modified or changed except by written instrument executed by Landlord and Tenant(s). This Lease Agreement shall be construed, interpreted and applied according to Virginia law and it shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, assignees, and subleasees of the parties.

30. APPLICATION:

Landlord  Tenant  Tenant _____

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This lease is entered into based upon information given by Tenant on attached application, which becomes part of this Lease. Tenant must advise Owner in writing of any changes in said application information.

31. CRIMINAL ACTIVITY.

If during the term of this lease, or its subsequent renewals, Lessee or any regular occupant of leased premises is charged with an offense which may result in a felony conviction or which constitutes a crime against a person, or which involves use, manufacture or distribution of illegal drugs, Lessor may at his option terminate this lease, and seek such other remedies as may be available by law. By signing this lease, tenant agrees to this policy.

32. PARKING.

Tenant is permitted to park one (1) vehicle only in the parking space provided next to the apartment. This includes vehicles owned by Occupants Other Than Tenant and any visiting guests. Any vehicles found parked in front (by the door) or behind (on the grass or dirt) or in excess of one (1) in number will be towed at the vehicle owner's expense without warning. Any damages from the result of parking in undesignated parking areas (landscaping, underground utilities including, water, sewer, electric, etc.) will be repaired at tenant expense. By signing this lease, tenant agrees to this policy.

33. TOWING ENFORCEMENT.

Parking in ALL Hometown Holdings managed apartment complexes are for tenants/occupants on the lease ONLY. All visitors should be instructed by tenants to park on streets or in other areas close to the complex but not in the parking lot. Please ask visitors to be respectful of the tenants and occupants of the dwelling. Any vehicles, including tenant and occupant vehicles, that meets the criteria below are subject to being towed by a Hometown Holdings representative without notice. 24-hour towing will be enforced. Criteria for towing a vehicle: (one or more items below meets criteria): out of date or no inspection sticker, out of date or no tags, vehicles identified abandoned by Hometown Holdings, unregistered vehicles with out of state tags, visibly inoperable vehicles in the dwelling parking lot, or handicapped parking spots which are for handicapped tagged vehicles (by license plate or rear view mirror hanger). any vehicles parked in handicapped spaces, not deemed as such, will be towed immediately.

Tenant Responsibilities

34. FIXTURES AND APPLIANCES.

Tenant shall not remove or relocate major appliances or equipment provided by Landlord in the Premises without prior written permission of Agent. Tenant shall not install or use any other major appliances or equipment other than those provided by Landlord in the Premises without prior written permission of Agent. The following equipment, if now or hereafter installed, is for the Tenant's use and convenience and is not warranted by the Landlord, condition is unknown: venetian blinds, shades, curtains, drapes, valances, rods, alarm systems, and any other portable equipment. Tenant agrees to maintain the aforementioned equipment at Tenant's expense. Should the cost of repair exceed the value of the equipment, Tenant may, however only with prior written consent from Agent, elect not to repair and shall have it removed and replaced.

35. PLUMBING FIXTURES AND APPLIANCES.

Tenant shall keep the Premises, including all plumbing fixtures, facilities, and appliances clean and safe. Tenant agrees that at the termination of the Lease all appliances, fixtures and equipment will be in good working order and shall be operative unless previously reported to Agent. Tenant is responsible for loss or damage from freezing of water pipes or plumbing fixtures due to Tenant not maintaining sufficient heat or not properly winterizing the Premises. Tenant is responsible to maintain heat and report faulty heating equipment to Agent. Stopped-up/ clogged drains/pipes, washer connect hoses, dishwasher air gap and impellers, as well as jammed disposals are a Tenant responsibility.

36. UTILITY CHARGES, DUES AND FEES.

Tenant shall keep in service and pay all applicable utility charges, including but not limited to gas, water, sewer, electricity, and waste removal, unless otherwise agreed upon in writing by Landlord. Said utility charges will commence on the commencement date of the Lease Term. Tenant agrees to pay the bills promptly when due and will

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Fuel tank will be filled prior to Tenant occupancy; it will then become Tenant's responsibility to leave fuel tank full upon termination of the Lease. Tenant agrees to purchase fuel from ("Company") at (Telephone) as Landlord requires the service contract remain in effect with the Company.

Tenant agrees to have these units professionally cleaned and serviced periodically (and at the termination of the Lease) as use dictates and provide receipts to Agent. Under no circumstances should firewood be stored inside the Premises, against exterior walls, on the driveway, on the patio/deck or in the garage.

The Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or common areas nor permit any person to do so. The Tenant shall pay for any repairs or replacements made necessary due to deliberate, accidental, or negligent acts or omissions of the Tenant, Tenant's family, guests, invitees, agents, employees, or pet(s). The Tenant is responsible for:

- A. Maintaining the Premises in a clean and sanitary condition and disposing of all trash, garbage, and waste in sealed containers. Any fines incurred for failure to comply with said laws will be promptly paid by Tenant and Tenant will furnish a receipt of payment to Agent.
- B. Using and operating all appliances, equipment, and systems in a safe and reasonable manner (including replacement of water filters) and to not overload any system. Tenant must drain outside water spigots each fall. In the event the plumbing at the Premises is frozen or obstructed due to the negligence of the Tenant, Tenant's family, invitees or guests, the Tenant shall be responsible for the cost of repairing frozen pipes or clearing such obstructions and any additional costs associated with the repair (i.e., drywall, carpets, etc.).
- C. Replacing all filters including refrigerator water filters, humidifier/dehumidifier, and furnace/air conditioner filters (at least every two (2) months) and furnishing and replacing all light bulbs and fuses as needed. D. Replacing all thermostat batteries.
- D. Clearing of all drains and toilets, maintaining caulking around tubs and showers, maintaining all carpeting and flooring in a clean and good condition, replacing broken or damaged glass, screens, flooring, and drywall.
- E. Maintaining the Premises in such a manner as to prevent the accumulation of moisture and the growth of mold. Tenant shall promptly notify Landlord in writing of any moisture accumulation or visible evidence of mold. Tenant does hereby release Landlord and Agent from any and all claims or liability attributed to Tenant, Tenant's authorized occupants, or guests or invitees, and does hereby agree to indemnify and holds Landlord and Agent harmless from and against any and all loss, damage, claim, suit, costs (including reasonable attorneys' 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.
- F. Cutting, watering, and maintaining the lawn, weeding, and pruning the shrubbery and mulching; promptly removing ice and snow from all walks, steps, and drives; maintaining drains and grounds free of leaves and other debris. **Tenant shall be responsible for maintaining the Yard and Lawn/Shrubbery at all times, *excluding multifamily properties* (Please Note: Yard and Lawn/Shrubbery includes everything within the property boundary lines.)** Trash will be cleaned up and not left in the Yard. If trash is found in the Yard and you receive notice from the City of Roanoke, you are responsible for removing the trash within 24 hours before we assess a Clean Up Fee (Labor and Dump Fees) to remove the trash. If Hometown Holdings, LLC receives notice from the City of Roanoke regarding trash in the Yard, you will be held liable for all costs involved with the citation from the City of Roanoke, as well as the Clean Up Fee (Labor and Dump fees) to Hometown Holdings, LLC. Up to three bulk items (chair, mattress, refrigerator, etc.) may be set out at the curb (not alley) each week for collection

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by the City of Roanoke (residential properties only). Place bulk items out after 7 p.m. the night before, or by 7 a.m. the day of regularly scheduled collection in your neighborhood. Bagged or boxed waste will not be collected as bulk items. Visit <https://www.roanokeva.gov> and search **Bulk and Brush Collection** for the most current information regarding Bulk/Brush Collection. **LAWN:** The Lawn must be kept below 8" in height at all times. If the Lawn exceeds 8" at any time, Hometown Holdings, LLC will have the Lawn cut and the tenant will pay a Lawn Mowing Fee from \$50 - \$250 depending on yard size. By signing this lease, tenant agrees to this policy.

- G. Making any repairs, alterations, or additions required by any governmental authority, Homeowner's Association, insurance company or Agent due to Tenant's use, damage, or neglect.
- H. The control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets, bedbugs, and rodents during occupancy.

40. NOTICE OF DEFECTS, MAINTENANCE OR MALFUNCTION.

Tenant will give Agent immediate notice of any known defect, maintenance request, breakage, malfunction, or damage to or in the structure, equipment, or fixtures in or on the Premises. Tenant shall bear any expense and liability for failure to do so. Agent will notify Landlord and use commercially reasonable efforts to have the request remedied. This covenant, however, does not obligate, and is not to be understood, interpreted, construed, or in any way meant to imply that Landlord is obligated or expected to repair or correct such defect, breakage, malfunction, or damage except as provided for in the Landlord Responsibilities section of this Lease. Moreover, it is understood that any notice by Tenant for any repairs or services shall be deemed permission for Landlord or its employees/agents/vendors to enter the Premises at a reasonable time without further notice to perform such repairs or services. If Tenant breaks any scheduled maintenance appointment or fails to allow access during regular business hours for the purpose of accomplishing any required repairs, Tenant shall bear any additional expense for rescheduling of broken appointment, trip charges and/or over-time charges imposed by vendor. **Routine or Emergency Maintenance requests can be made through the online tenant portal or by calling the Customer Service Center at 540-777-4055.**

41. MAINTENANCE PROCEDURES.


Routine or Emergency Maintenance requests can be made through the online tenant portal or by calling the Customer Service Center at 540-777-4055. ALL maintenance requests are to be submitted through one of the following options: 1) Non-emergency calls 540-777-3711 **select option 1 for maintenance** 2) For Emergency related issues after standard business hours Mon-Fri-9am-5pm EST call **(540)-777-3711 Select Option 9 for Emergency Maintenance**. Issues called in as an emergency that are not of an emergency nature will be charged \$45. In most cases you do not have to be present as our staff typically will have service keys. Maintenance and service work orders are filled in received priority order and due to higher call volumes at times, some requests can take longer to resolve.


42. PRIOR TO VACATING.

Prior to the vacating the Premises, Tenant shall: A. Remove all furniture and have carpets cleaned by a licensed and insured professional company acceptable to the Agent and provide a paid receipt; B. Perform grounds maintenance (weeding/mulching/mowing/trimming); C. Have wood burning fireplaces/chimney/wood stove/flue professionally cleaned (if used) or inspected (if unused) and provide a paid receipt; D. Have the Premises professionally deodorized and treated for fleas and ticks if pets have been present and provide a paid receipt; E. Eliminate all household pests and vermin from the interior of the Premises; F. Change all filters including furnace, humidifier/dehumidifier and air conditioning units, provide evidence from the Company selected by the Landlord that the fuel tank(s) are refilled; G. Ensure that the Premises, including kitchen, baths and all appliances, floors, woodwork, walls and windows, are cleaned by a licensed and insured professional cleaning company acceptable to the Agent and provide a paid receipt; H. Have all trash and personal property removed from the Premises and curb; I. Have all light bulbs, smoke alarms and carbon monoxide alarms in working order; and J. Return all keys, garage door openers/remotes and passes provided at move in and during the Lease Term to Agent. Tenant shall provide evidence of payment of final utility bills and any receipts required above prior to disbursement of Security Deposit. Tenant shall provide their forwarding address to Agent in writing.

42. CONDITION OF PREMISES AT MOVE OUT.

Tenant hereby agrees to surrender possession of the Premises to Landlord in good condition less reasonable wear and tear. Tenant agrees to reimburse Landlord for any damages, repairs, cleaning, or maintenance that may be necessary in

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accordance with the schedule set out in this Lease, or the actual costs of the materials and repairs, if the actual costs are greater than the amounts set out herein. This is a non-inclusive list, and any additional damages will be charged accordingly:

43. NOTICE OF DEFECTS, MAINTENANCE OR MALFUNCTION.

Tenant will give Agent immediate notice of any known defect, maintenance request, breakage, malfunction, or damage to or in the structure, equipment, or fixtures in or on the Premises. Tenant shall bear any expense and liability for failure to do so. Agent will notify Landlord and use commercially reasonable efforts to have the request remedied. This covenant, however, does not obligate, and is not to be understood, interpreted, construed, or in any way meant to imply that Landlord is obligated or expected to repair or correct such defect, breakage, malfunction, or damage except as provided for in the Landlord Responsibilities section of this Lease. Moreover, it is understood that any notice by Tenant for any repairs or services shall be deemed permission for Landlord or its employees/agents/vendors to enter the Premises at a reasonable time without further notice to perform such repairs or services. If Tenant breaks any scheduled maintenance appointment or fails to allow access during regular business hours for the purpose of accomplishing any required repairs, Tenant shall bear any additional expense for rescheduling of broken appointment, trip charges and/or over-time charges imposed by vendor.

44. REFUSAL OF PERMISSION TO ACCEPT LIENS.

No provision or part of this lease may be interpreted by anyone as permission by the property owner, the Landlord, or his representatives to accept any liens or encumbrances on the title of this property or any other for debts of anyone including tenants. This refusal to accept liens is particular to the Western Virginia Water Authority or any other contractor or agency who seeks to collect reimbursement for the debts of anyone except the landowner. There is no exception to this provision. This provision is constructive notice to all.

45. BASEMENT.

Should Tenant(s) decide to utilize unfinished / finished basement Hometown Holdings, LLC and/or Landlord cannot be held responsible for any damages to personal items.

46. PEST CONTROL.

Tenant(s) shall be responsible for all pest control including, but not limited to bugs, birds, bats, squirrels, mice, and all other animals and rodents. Landlord will not be responsible for any pest control of any kind.

47. UTILITIES RELEASE AGREEMENT.

Tenant(s) hereby agree to have all utilities transferred into Tenant(s) name **on or prior to move-in date**. Hometown Holdings LLC will have utilities released out of the company name on **3/1/2023**.

48. SMOKING POLICY. (Check appropriate box)


☐ Tenant(s) and visitors are allowed to smoke in the unit.


☒ Tenant(s) and visitors **ARE NOT ALLOWED** to smoke, which includes e-cigs and vaping, in the unit.

If the unit is deemed NO SMOKING and a violation is noticed during any visit or passing, which includes but not limited to a service call, an inspection, an appraisal, or other; by you, a visitor, or anyone present in the house or unit, a tenant charge of **\$500** will be added to your account, per incident. Furthermore, any monies paid for rent will go towards any outstanding violation charges first.

49. OPTIONAL DISCLOSURES - APPLICABLE LAW (to be initialed by Tenant if checked):



☒ **LEAD-BASED PAINT.** The Premises were constructed prior to 1978, and housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not maintained properly. Lead exposure is

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especially harmful to young children and pregnant women. The Lead Based Paint Disclosure and EPA information book "Protect Your Family from Lead in Your Home" are attached hereto and made a part hereof, which shall be acknowledged by Tenant prior to occupancy of the Premises.

Tenant: _____ Tenant: _____ Tenant: _____ Tenant: _____ Tenant:  Landlord: _____ Landlord: 
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☒ **DEFECTIVE DRYWALL.** Tenant recognizes and acknowledges that prior to execution of this Lease, Tenant has received a written disclosure that the Premises contains defective drywall, as defined in Section 36-156.1 of the Code of Virginia.

Tenant: _____ Tenant: _____ Tenant: _____ Tenant: _____ Tenant:  Landlord: _____ Landlord: 
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☒ **ASBESTOS.** Landlord hereby discloses any information known by Landlord regarding the location and condition of asbestos actually known to exist in the Premises. Tenant may not disturb in any manner any areas noted above.



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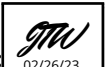

☒ **NOISE ZONE OR ACCIDENT POTENTIAL ZONE.** Tenant recognizes and acknowledges that prior to execution of this Lease, Tenant received written disclosure that the Premises is located in a noise zone or accident potential zone, or both, pursuant to the Code of Virginia.

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LANDLORD DISCLOSURE. The Landlord is not a licensed Real Estate Agent/Broker unless checked here. ☐

_____ is active ☐ or inactive ☐ in the state(s) of _____.



50. ELECTRONIC SIGNATURES.  /  **If this Section is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Lease Agreement and any addenda or amendments. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.**


51. SIGHT UNSEEN.   **if this section is initialed tenant hereby acknowledges and agrees that they have not physically seen the property and agree to accept the property in "as is" condition.**


52. Wire Fraud Alert: Criminals are hacking email accounts of real estate agents, settlement attorneys and others resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Tenant is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing and account numbers. Do not send personal information such as social security numbers, bank account numbers and credit card numbers except through secured email or personal delivery to the intended recipient.

53. STATEMENT OF TENANT RIGHTS AND RESPONSIBILITIES. Pursuant to Section 55.1-1204 of the VRLTA, Tenant hereby acknowledges receipt of the Virginia Statement of Tenant's Rights and Responsibilities which accompanies this Lease.

54. PARAGRAPH HEADINGS. The Paragraph headings in this Lease are for reference and convenience only, and do not

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			Inspection
Yes No		Home and immediate surroundings are free from all pests, including roaches	Yes No
Yes No		Property/Unit is mold and mildew free	Yes No
Yes No		All windows are operable. Windows free of cracked or broken glass. Are there screens available? (Screens not provided if there is central Heat / AC). Total number of screens currently in home: _____	Yes No
Yes No		All doors & locks (interior & exterior) are operable.	Yes No
Yes No		Kitchen & bathroom sinks, and shower/tub are completely operable. Drains work properly. Water pressure is adequate.	Yes No
Yes No		All appliances are in working order and free of damage	Yes No
Yes No		The walls / ceilings are painted, in good condition with NO holes.	Yes No
Yes No		All flooring is in good condition. If any damages are found on the floors at a later date, I agree to be financially responsible for the repair and/or replacement of the flooring.	Yes No
Yes No		There are working smoke detectors in each bedroom and one main one on each level of the home. Total Smoke detectors currently in home: _____	Yes No
Yes No		All light fixtures are operable.	Yes No
Yes No		Is the grass cut to acceptable height?	Yes No
Yes No		The porch, steps, handrails, sidewalks, driveway, and all exterior features of the home are in working order.	Yes No
Yes No		Furnace filter is new. Tenant is responsible for the <u>monthly change</u> of the filter. If a dirty HVAC system filter is found at any time during occupancy, a new filter will be installed and tenant will be responsible for paying all charges associated with the dirty filter. These charges can include ANY HVAC system damages caused by the dirty filter.	NA
Yes No		I know where the breaker box and water shutoff are located.	NA
Yes No		I have checked the keys to the property and I know they work	NA
		Notes:	
		Forwarding Address: _____	
		I hereby agree that the property located at the above address, as of TODAY'S DATE _____ damages are found at a later date, I agree to be financially responsible for the repair and/or replacement. I agree to submit maintenance requests by calling 540-777-3711 option 1 for non emergency related issues and option 9 for emergency related issues after hours . On emergency service calls, I agree that if my request is not an emergency, I will pay a \$45 service fee for improper use of emergency resources.	
		Tenant _____ Tenant _____	
		Tenant _____	
		Tenant _____	