

LEASE CONTRACT

Date of Lease Contract: ___ May 13, 2025 ___

1. **PARTIES:** This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. OWNER/Lessor/Agent, ___ Lei Yu ___, shall be referred to as "OWNER" and RESIDENT(s)/Lessee, ___ Casey William McCullough, Sheryl Maristela McCullough ___ shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at ___ 43402 Three Forks Ter ___ in the city of ___ Ashburn VA 20148 ___.
2. **OCCUPANTS:** Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals, ___ Casey William McCullough, Sheryl Maristela McCullough ___ and those children born, adopted, or placed under the legal care of RESIDENT hereafter AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of OWNER obtained in advance.
3. **LEASE TERM:** The initial term of the Lease Contract begins on the ___ 17th ___ day of ___ May, 2025 ___, and ends at 11:59 p.m. the ___ 31st ___ day of ___ May, 2027 ___. This Lease Contract will automatically renew month-to-month unless either party gives at least ___ 60 ___ days written notice of termination or intent to move-out.
4. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change (including rent increases) by OWNER after the expiration of the agreed lease period upon 60-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.
5. **SECURITY DEPOSIT AND DEDUCTIONS:** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the property is \$ ___ 5000.00 ___, due on or before the date this Lease Contract is signed. The total of the above deposit shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within ___ 45 ___ days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent and utilities, b) cleaning costs, c) key replacement costs, d) false security-alarm charges unless due to OWNER's negligence; animal-related charges, government fees or fines against OWNER for violation (by RESIDENT, RESIDENT's occupants, or guests) of local ordinances relating to smoke and carbon monoxide detectors, false alarms, recycling, or other matters, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within ___ 45 ___ days of move-out. If deposits do not cover such costs and damages, RESIDENT shall immediately pay said additional costs for damages to OWNER. To the extent permitted by applicable law, RESIDENT will be liable to OWNER for: (1) charges for replacing all keys and access devices if RESIDENT fails to return them on or before RESIDENT's actual move-out date; and (2) a reletting fee if RESIDENT has violated Early Move-Out.

RESIDENT shall provide OWNER written notice prior to vacating Premises of the forwarding address so that OWNER can forward to RESIDENT a statement explaining the disposition of Security Deposit prior to the end of the 45-day period. If RESIDENT fails to give notice of a forwarding address, OWNER will send Security Deposit statement to the last known address of RESIDENT, but will retain Security Deposit refund, if any, until RESIDENT notifies OWNER of the appropriate address. If no forwarding address is provided to OWNER, upon

the expiration of one year from the date of the end of the 45-day time period, the balance of such Security Deposit shall escheat to the Commonwealth of Virginia, in accordance with the VRLTA. Upon payment to the Commonwealth, OWNER shall have no further liability to any RESIDENT relative to the Security Deposit. OWNER shall provide notification to RESIDENT of the name, address, and telephone number of the new Managing Agent or new OWNER in the event of a change in rental management or the sale, transfer, or assignment of OWNER's interest in Premises or in Lease. In the event of a sale, transfer, or assignment of OWNER's interest in Premises or Lease, OWNER shall transfer Security Deposit and be released from all liability in connection with Lease. RESIDENT shall request the return of Security Deposit from the new Managing Agent or OWNER. If during Lease Term, including any extension or holdover, any part of Security Deposit is used by OWNER in accordance with the terms of Lease or applicable law, OWNER shall provide notification to RESIDENT of such use and shall provide an itemized list of charges within 45 days. RESIDENT shall immediately deposit with OWNER a sum equal to the amount used so that the full Security Deposit is on hand at all times during Lease Term.

6. **RENT AND CHARGES:** Unless modified by addenda, RESIDENT shall pay \$ __3900.00__ per month for rent, payable in advance and without demand. Prorated rent of \$ __1887.00__ is due for the remainder of 1st month on __17th__ day of __May, 2025__. Otherwise, RESIDENT must pay rent on or before the __1st__ day of each month (due date). Rent and/or other charges are to be paid at such place or method designated by the owner as follows __Zelle/Venmo__. OWNER acknowledges receipt of the First Month's and Last Month rent of \$ __0.00__, and additional charges/fees for \$ __0.00__. All payments are to be made payable to __Lei Yu__.
7. **LATE CHARGE:** A late fee of \$ __300.00__, shall be added and due for payment of rent made after the __5th__ day of the month. To the extent permitted by applicable law, RESIDENT shall also pay a charge of \$ __100.00__ for each returned check or rejected electronic payment, plus initial and daily late charges from due date until OWNER receives acceptable payment. If RESIDENT doesn't pay rent on time, RESIDENT will be delinquent and all remedies under this Lease Contract will be authorized.
8. **UTILITIES:** RESIDENT agrees to pay __all utilities__.
9. **INSURANCE:** RESIDENT acknowledges that OWNER's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is REQUIRED to obtain RESIDENT own renter's insurance in order to protect RESIDENT and RESIDENT's household and RESIDENT's guests or invitees from any losses to personal property and/or to personal injury proximately caused by any occurrences or incidents such as the ones listed herein, which such list is not exclusive. Throughout Lease Term, RESIDENT shall maintain an insurance policy which provides for liability coverage and protects RESIDENT's personal property, at RESIDENT's sole cost and expense. RESIDENT shall provide OWNER with a certificate of such insurance prior to occupying Premises. RESIDENT shall not do anything nor permit anything to be done on or about Premises that may increase the cost of or cause the cancellation of any fire or other insurance policy covering Premises. All of RESIDENT's personal property located or stored at Premises shall be at RESIDENT's sole risk. RESIDENT shall indemnify and hold harmless OWNER from any loss or damage to such personal property. OWNER and/or Association shall not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon Premises. If RESIDENT fails to provide a certificate of insurance, OWNER may obtain a policy covering RESIDENT's personal property and liability coverage. The cost shall be added either to the monthly Rent or paid by RESIDENT as invoiced by OWNER.
10. **EARLY MOVE-OUT:** To the extent permitted by applicable law, RESIDENT shall be liable to OWNER for a reletting charge of \$ __7800.00__ if RESIDENT: (1) fails to give at least __60__ days written move-out notice;

or (2) moves out without paying rent in full for the entire lease term or renewal period; or (3) moves out at OWNER's demand because of RESIDENT's default; or (4) are judicially evicted. The reletting charge is not a cancellation fee and, to the extent permitted by applicable law, does not release RESIDENT from RESIDENT's obligations under this Lease Contract.

Not a Release. The reletting charge is not a lease cancellation fee. It is an agreed-to liquidated amount covering only part of OWNER's damages, that is, OWNER's time, effort, and expense in finding and processing a replacement. RESIDENT agrees that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not OWNER's reletting attempts succeed. If no amount is stipulated, RESIDENT must pay OWNER's actual reletting costs so far as they can be determined. The reletting charge does not release RESIDENT from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

11. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 60-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.
12. **HOUSE RULES:** Smoking is NOT allowed in any part of the premises.
13. **HOA RULES:** RESIDENT acknowledges that RESIDENT has received a copy of, read, understood and agrees to abide by all Homeowners' Association (HOA) rules and regulations an/or other changes assessed against the Property of OWNER by the HOA for RESIDENT's failure to comply with the HOA Rules. OWNER may charge back onto RESIDENT's ledger any fines or other charges assessed against the Property of OWNER by the HOA, as well as any administrative fees (which are subject to change from time to time at OWNER's sole discretion) incurred by OWNER in connection with RESIDENT's non-compliance with the HOA Rules.
14. **OTHER RULES:** RESIDENT agrees to comply with federal, state and local housing law.
15. **PARKING:** When and if RESIDENT is assigned a parking area/space on OWNER's property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT's Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space _____. The parking fee for this space (if applicable) is \$ __0.00__ monthly. Said space shall not be used for the washing, painting, or repair of vehicles. RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. No motor vehicle, trailer, or motorcycle shall be parked on Premises without current license plates and jurisdictional stickers. All such vehicles must be in operating condition. Vehicles may be parked only in garages, driveways, assigned spaces, along the street, or as required by Association rules or by local law.
16. **CONDITION OF PREMISES:** RESIDENT acknowledges within 5 days of moving in that RESIDENT has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT,

RESIDENT's guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

17. **ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.
18. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.
19. **PROPERTY MAINTENANCE:**
 - A. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.
 - B. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.
 - C. Maintaining Premises in such a manner as to prevent the accumulation of moisture and the growth of mold. RESIDENT shall promptly notify OWNER in writing of any moisture accumulation or visible evidence of mold. RESIDENT does hereby release OWNER and Managing Agent from any and all claims or liability to RESIDENT, RESIDENT's authorized occupants, or guests or invitees, and does hereby agree to indemnify and hold OWNER and Managing 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 RESIDENT's failure to comply with the provisions of this subsection or any other provisions of law.
 - D. Promptly reporting in writing to OWNER any defect, damage, or breakage. Failure to report shall make RESIDENT liable for the repair of any additional damage. This provision does not require OWNER to repair or correct such defects, breakage, malfunction, or damage.
 - E. Paying the cost of any unnecessary service call and any costs incurred as a result of RESIDENT failing to keep appointments with service persons that require access in order to make scheduled repairs. Any request for repair is understood to mean that RESIDENT has given permission to enter Premises to make the repair.
 - F. Controlling and eliminating household pests including but not limited to fleas, ticks, bed bugs, roaches, silverfish, ants, crickets, and rodents during occupancy. RESIDENT shall be responsible for the costs of the elimination of all such pests and vermin during occupancy and upon vacating Premises.
 - G. Providing notification to OWNER if RESIDENT intends to be absent from Premises for more than 14 days. If RESIDENT fails to notify OWNER, OWNER may consider Premises abandoned.
 - H. Not creating or permitting any lien upon Premises or RESIDENT's interest in Lease. Lease shall not be recorded by RESIDENT.
 - I. Providing a copy of the court order to OWNER if a RESIDENT is granted possession of Premises by a court of competent jurisdiction to the exclusion of any other RESIDENT or occupant, and provide a key to any locks that are changed and/or security codes to any devices installed on Premises.

RESIDENT shall comply with any and all obligations imposed upon RESIDENT by applicable Virginia law,

including the VRLTA.

20. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional refundable deposit in the amount of \$ __500.00__ shall be required along with additional monthly rent of \$ __0.00__ along with the signing of this Lease Contract. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.
21. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.
22. **JOINT AND SEVERAL RESPONSIBILITY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.
23. **ASSIGNMENT AND SUBLETTING:** Replacing a resident, subletting, or assignment is allowed only when OWNER consents in writing.
24. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.
25. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.
26. **MOVE-OUT PROCEDURES:** The move-out date can't be changed unless RESIDENT and OWNER both agree in writing. RESIDENT won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges under Early Move-Out. RESIDENT is prohibited by law from applying any security deposit to rent. RESIDENT shall not stay beyond the date RESIDENT are supposed to move out.
27. **MOVE-OUT INSPECTION:** RESIDENT has the right to be present at the inspection. OWNER, within 5 days of receipt of Notice of the RESIDENT's intent to vacate Premises, shall make a reasonable effort to advise RESIDENT in writing of the right to be present at OWNER's move-out inspection of Premises, which will take place within 72 hours after RESIDENT's departure. RESIDENT shall advise OWNER in writing of the intent to be present at the inspection. If RESIDENT fails to make such a request, OWNER will proceed to do the move-out inspection without RESIDENT being present. The move-out inspection is made to determine if the Security Deposit will be returned to RESIDENT, whether deductions will be made from the Security Deposit, and whether RESIDENT may be liable for damages exceeding the amount of Security Deposit. Prior to the inspection, RESIDENT shall:
 - A. Have carpets, gutters, and chimneys cleaned by a professional company acceptable to OWNER and provide copies of all paid receipts.

- B.** Have Premises professionally treated for fleas and ticks if animals have been present and provide a paid receipt.
- C.** Eliminate all household pests and vermin from the interior of Premises.
- D.** Install clean air filters on furnace and air conditioning units. Provide evidence from the company selected by OWNER that the fuel tanks are refilled, if present.
- E.** Ensure that Premises, including kitchen, baths, and all appliances, floors, walls and windows, are thoroughly cleaned, that grass is cut, and trash is removed.
- F.** Have all light bulbs, carbon monoxide alarms and smoke alarms in working order.
- G.** Return all keys, garage door openers, passes, and documents provided.

28. **CLEANING:** RESIDENT must thoroughly clean the property, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. RESIDENT must follow move-out cleaning instructions if they have been provided. If RESIDENT doesn't clean adequately, RESIDENT will be liable for reasonable cleaning charges.
29. **RESIDENT COOPERATION FOR SHOWINGS:** RESIDENT Cooperation for Prospective RESIDENT/ Purchaser Access 1. Access After Notice of Termination. Once RESIDENT has delivered written notice of non-renewal or early move-out under this Lease, RESIDENT acknowledges and agrees that OWNER—or OWNER's agents—may enter the Premises to show the unit to prospective RESIDENTs or purchasers, provided OWNER gives at least 24 hours' advance electronic or written notice. Entry shall occur only during reasonable hours, defined hereby as between 8:00 a.m. and 8:00 p.m. EST, except in emergencies as defined by law. 2. RESIDENT Cooperation Requirements. RESIDENT shall fully cooperate with all showings by: a. Maintaining the Premises in a clean, neat, and "show-ready" condition; and b. Removing or relocating personal belongings and occupants from common areas during scheduled showings. 3. No Additional Charges. RESIDENT shall not impose any fee, rent credit, or reimbursement requirement on OWNER, OWNER's agents, brokers, or prospective RESIDENTs in connection with showings. 4. Remedies for Unreasonable Refusal. If RESIDENT unreasonably withholds consent, denies access, or fails to cooperate with a duly-notified showing, RESIDENT shall be liable for all of OWNER's actual damages, including: Costs of lock-replacement or locksmith services; Broker fees or re-letting expenses; and All reasonable attorneys' fees and court costs incurred to enforce this provision.
30. **SUBORDINATION:** Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting Premises or the building in which Premises are located and any modifications, renewals, extensions, or replacements to such mortgages or deeds of trust. Although the subordination provision of this section shall be deemed automatic, RESIDENT shall, within five (5) days after the request, execute any documents requested by OWNER to confirm such subordination. If RESIDENT fails to do so, RESIDENT irrevocably appoints OWNER as RESIDENT's attorney-in-fact to execute the documents on behalf of RESIDENT.
31. **REIMBURSEMENT.** RESIDENT must promptly reimburse OWNER for loss, damage, government fines, or cost of repairs or service in the community due to a violation of the Lease Contract or rules, improper use, or negligence by RESIDENT or RESIDENT's guests or occupants. Unless the damage or wastewater stoppage is due to OWNER's negligence, OWNER is not liable for—and, to the extent permitted by applicable law, RESIDENT must pay for—repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving RESIDENT property. OWNER may require payment at any time, including advance payment of repairs for which RESIDENT is liable. Delay in demanding sums RESIDENT owe is not a waiver.

32. **HOLDOVER RESIDENT:** Should RESIDENT remain in possession of Premises at the expiration or termination of the Lease Term or Lease Extension without OWNER's consent RESIDENT will become a holdover RESIDENT and shall be liable for any and all actual damages sustained by OWNER as a result of RESIDENT's holding over, including, without limitation: holdover rent equal to 100% of the per diem of the monthly Rent for each day the RESIDENT remains in possession of Premises after the termination date; costs payable to a new RESIDENT for moving, storage, meals, lodging, mileage (if applicable); damages sustained by OWNER from lost opportunity to rent or convey Premises to third party; and reasonable attorneys' fees and court costs. In addition, OWNER shall have the right to receive from RESIDENT, as liquidated damages, rent for the period of RESIDENT's holding over in an amount equal to one 150% of the per diem of the monthly Rent, for each day RESIDENT remains in possession of Premises after the termination date.
33. **COSTS OF ENFORCEMENT, WAIVER OF EXEMPTIONS, SEVERABILITY, AND STATUTORY REQUIREMENTS:**
- A.** RESIDENT shall pay all costs, expenses, fees, and charges incurred by OWNER in enforcing, by legal action or otherwise, any of the provisions of Lease, including the payment of reasonable attorneys' fees, and RESIDENT hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of Lease.
- B.** If RESIDENT fails to perform any of the provisions of Lease (other than failure to pay Rent when due), or upon abandonment of Premises, OWNER shall give written Notice to RESIDENT specifying the particular noncompliance and OWNER may terminate Lease not less than 30 days after RESIDENT's receipt of such notice unless RESIDENT remedies the non-compliance within 21 days in a manner acceptable to OWNER. In addition to any costs of enforcement, OWNER shall be entitled to possession of Premises, a money judgment for Rent, damages including physical damages to Premises and actual damages for what would have been the Rent for the balance of the Lease Term, subject to OWNER's duty to mitigate damages and re-rent Premises, and such other remedies as may be appropriate under Lease and Virginia Law. If OWNER does not pursue Lease termination when non-compliance is noted or accepts additional Rent payments, such actions do not constitute a waiver or acceptance of the non-compliance. OWNER reserves the right to take future action against non-compliance.
- C.** Acceptance of Rent with Reservation. If RESIDENT is in default under this Lease, OWNER may accept all Rent with reservation upon providing RESIDENT written notice of such acceptance in a termination notice, or within five (5) business days of receipt of Rent, and such acceptance of Rent with knowledge of a material non-compliance by the RESIDENT will not constitute a waiver of OWNER's right to terminate the Lease. If OWNER has given RESIDENT written notice that the Rent has been accepted with reservation, OWNER may accept full payment of all Rent, damages and other fees and still be entitled to receive an order of possession terminating the Lease as provided in Section 55.1-1250 of the VRLTA. Provided OWNER accepts Rent with reservation in accordance herewith and Section 55.1-1250 of the VRLTA, any payment of Rent received after judgment and possession has been granted to OWNER against RESIDENT, 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 Rent with reservation in no way creates a new OWNER/RESIDENT relationship with RESIDENT.
- D.** Redemption Right. In cases of unlawful detainer, RESIDENT may pay OWNER or OWNER's attorney, or pay into court all: (i) Rent due and owing as of the court date as set forth in Lease; (ii) other charges and fees set forth in Lease; (iii) late charges specified in the Lease; (iv) reasonable attorneys' fees as set forth in the Lease or as provided by law; and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall be dismissed. RESIDENT may invoke the rights granted in this paragraph no more than one time during any 12-month period of continuous residency in the dwelling unit, regardless of the term of Lease or any renewal thereof.

E. Material Noncompliance by RESIDENT Which Can Be Remedied by Repairs, Cleaning or Replacement. If RESIDENT commits a material noncompliance that can be remedied by repair, cleaning or replacement, OWNER shall deliver written notice to RESIDENT specifying the breach and stating that OWNER will enter Premises and perform the work. Once the work is complete, OWNER will deliver an itemized bill to RESIDENT for the work, and such amounts are due as rent on the next rent due date, or if this Lease is terminated, immediate payment is due.

34. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.
35. **BANKRUPTCY:** Subject to the requirements of the applicable federal bankruptcy law, in the event RESIDENT files bankruptcy, then Lease, at the option of OWNER, shall terminate upon one month's written notice.
36. **CONDEMNATION:** In the event that Premises is taken in whole or in part by governmental condemnation, this Lease shall terminate as of the date possession shall be taken by the condemning authority. RESIDENT waives all claims against OWNER or any condemning authority due to the complete or partial taking of Premises, and shall not be entitled to receive any part of any award that OWNER may receive.
37. **DEATH OF A RESIDENT OR OWNER:**
- A.** Sole (or all) RESIDENT's death: Lease is automatically terminated and Rent is due to OWNER through the end of the following month. OWNER, within 30 days after RESIDENT's death (or within 30 days of OWNER's actual knowledge of RESIDENT's death, if later) shall give RESIDENT's estate or personal representative written Notice terminating Lease and stating RESIDENT's death as the reason for termination.
- B.** Death of one (but not all) RESIDENTs: Lease may be terminated by any party (OWNER, remaining RESIDENT(s), or the deceased RESIDENT's estate), by giving 60 days written Notice (90 days written Notice if Lease Term is more than 1 year) and a copy of the death certificate to the other party. Notwithstanding the foregoing, a surviving RESIDENT or a deceased RESIDENT's estate may terminate Lease as soon as 30 days after giving written Notice and the required death certificate. This right to terminate Lease must be exercised by any party within 30 days after RESIDENT's death.
- C.** Authorized occupants, or guests or invitees, are not allowed to occupy the dwelling unit after the death of the sole remaining RESIDENT and shall vacate the dwelling unit prior to the end of the 30-day period.
- D.** Death of OWNER (whether one or more): Lease may be terminated by the remaining OWNER or Estate of OWNER, by giving written notice at least two months in advance (written notice at least three months in advance if Lease Term is more than 1 year). Such written notice of termination shall include a copy of the death certificate to RESIDENT. This right to terminate Lease must be exercised within one month after OWNER's death.
38. **FIRE OR CASUALTY DAMAGE:** In the event Premises are damaged by fire or casualty RESIDENT must promptly Notify OWNER. If OWNER determines that the damage does not render Premises substantially impaired or in need of repairs requiring RESIDENT to vacate Premises, OWNER shall repair the damage within a reasonable period of time after Notice from RESIDENT. RESIDENT must continue to pay Rent during the period of the repairs. If OWNER determines that Premises are uninhabitable, Lease shall automatically terminate. If OWNER reasonably believes that the fire or casualty was caused by RESIDENT, or RESIDENT's authorized occupants, guests, or invitees, employees or pets, RESIDENT shall be liable for: (i) Rent through

Lease Term; (ii) any damages to persons, property or Premises; (iii) attorney's fees and costs of any court action; and (iv) such other and further remedies as are available to OWNER and Managing Agent under Virginia law.

39. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
40. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.
41. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.
42. **REPORT TO CREDIT/RESIDENT AGENCIES:** RESIDENT are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or RESIDENT reporting agency, and may create a negative credit record on RESIDENT's credit report.
43. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)
- ____ Lead Based Paint Disclosure Form
____ EPA Pamphlet
44. **ADDITIONS AND/OR EXCEPTIONS**
- _____
_____.
45. **NOTICE:** All notices shall be in accordance with the VRLTA. Any Notice ("Notice" or "notice" or "notify") provided for or permitted in Lease to be given by one party to the other shall be in writing and shall be delivered by electronic delivery, with the sender retaining sufficient proof that such notice was given. Any notice will be given to RESIDENT at the address of Premises, or the e-mail address provided in the Rental Application. RESIDENT is required to give notice to OWNER of any change in RESIDENT's e-mail address.
46. **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 maintained properly. Lead exposure may be harmful to young children and pregnant women. Premises were not before 1978. If built before 1978, RESIDENT hereby acknowledges the receipt of the Lead-Based Paint Disclosure and EPA information book "Protect Your Family from Lead in Your Home" which are attached.
47. **MISCELLANEOUS:** The conditions contained in Lease are binding on, and may be legally enforced by the parties, their heirs, executors, administrators, successors, and permitted assigns, respectively. The captions and headings are for convenience of reference only. Lease contains the final and entire agreement of the parties and

neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained in Lease. Any provision of Lease may be modified, waived, or discharged only in writing signed by the party against which enforcement of such modification, waiver, or discharge is sought. Wherever the context requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include the other gender. If as a result of RESIDENT's noncompliance with, or a breach of Lease or the law OWNER employs an attorney at law, regardless of whether a lawsuit is filed, RESIDENT agrees to pay OWNER's reasonable attorney's fees and costs in all courts of competent jurisdiction at all tribunal levels, as well as any and all costs recoverable under Virginia law.

48. **INVENTORY:** The premises contains the following items, that the RESIDENT may use.

___All appliances and systems ___.

49. **KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)

RESIDENT will be provided __4__ door keys, __2__ mailbox keys and __2__ FOBs for access to the property and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during RESIDENT's tenancy or is not returned or is returned damaged when RESIDENT moves out, RESIDENT will be responsible for the costs for the replacement and/or repair of the same.

50. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

51. **RECEIPT OF AGREEMENT:** The undersigned RESIDENTs have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

52. **COUNTERPARTS:** Lease may be executed in any number of copies or by facsimile, or email, each of which shall be considered an original but all of which together shall be the same Lease.

53. **STATUTORY NOTICE TO RESIDENT:** RESIDENT shall exercise whatever due diligence RESIDENT deems necessary with respect to information concerning sex offenders registered under Chapter 9 of Title 9.1 of the Code of Virginia. Such information may be obtained by contacting the local police department or the Department of State Police, Central Records exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

54. **SEVERABILITY:** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

RESIDENT'S Signature

Casey McCullough
05-13-2025 05:05:09 PM EDT - 5-7

Sheryl McCullough
05-13-2025 05:09:54 PM EDT - 6-8

Date_____

OWNER'S or Agent's Signature

Lei Yu
05-13-2025 05:14:31 PM EDT - 7-6

Date_____