

LEASE CONTRACT

Date of Lease Contract: ___April 12, 2023___

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. Landlord/Lessor/Agent, ___Lei Yu___, shall be referred to as "OWNER" and Tenant(s)/Lessee, ___James Joseph Chubb, Amanda Chubb___ 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 30 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals, ___James Joseph Chubb, Amanda Chubb, Tyler James Chubb___ AND NO OTHERS shall occupy the subject residence for more than 30 days unless the expressed written consent of OWNER obtained in advance.
3. **LEASE TERM:** The initial term of the Lease Contract begins on the ___1st___ day of ___May, 2023___, and ends at 11:59 p.m. the ___30th___ day of ___April, 2025___. 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 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 \$ ___3900.00___, 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 ___15___ 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 our negligence; animal-related charges, government fees or fines against us for violation (by you, your 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 ___15___ days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. To the extent permitted by applicable law, you'll be liable to us for: (1) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; and (2) a reletting fee if you have violated Early Move-Out.
6. **RENT AND CHARGES:** Unless modified by addenda, RESIDENT will pay \$ ___3900.00___ per month for rent, payable in advance and without demand. Prorated rent of \$ ___0.00___ is due for the remainder of 1st month on _____. Otherwise, you must pay your 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___, (not to exceed ___10___ % of the monthly rent), shall be added and due for payment of rent made after the ___5th___ day of the month. To the extent permitted by applicable law,

you'll 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 we receive acceptable payment. If you don't pay rent on time, you'll 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 OWNERS 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 advised to obtain your own renter's insurance in order to protect you and your household and your 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.
10. **EARLY MOVE-OUT:** To the extent permitted by applicable law, you'll be liable to us for a reletting charge of \$ __3900.00__ (not to exceed 100% of the highest monthly rent during the lease term) if you: (1) fail to give at least __60__ days written move-out notice; or (2) move out without paying rent in full for the entire lease term or renewal period; or (3) move out at our demand because of your 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 you from your 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 our damages, that is, our time, effort, and expense in finding and processing a replacement. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you 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 30-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:** Tenant acknowledges that Tenant has received a copy of, read, understood and agrees to abide by all HOA rules and regulations an/or other changes assessed against the Property of Landlord by the HOA for Tenant's failure to comply with the HOA Rules. Landlord may charge back onto Tenant's ledger any fines or other charges assessed against the Property of Landlord by the HOA, as well as any administrative fees (which are subject to change from time to time at Landlord's sole discretion) incurred by Landlord in connection with Tenant's non-compliance with the HOA Rules.
14. **OTHER RULES:** Tenant 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.

16. **CONDITION OF PREMISES:** RESIDENT acknowledges within one week of moving in that he/she 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, his 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:** 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. 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.
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 deposit in the amount of \$ __0.00__ shall be required along with additional monthly rent of \$ __0.00__ along with the signing of OWNER'S Pet Agreement. 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 we consent 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. You 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. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out.
27. **CLEANING:** RESIDENT must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
28. **REIMBURSEMENT.** You must promptly reimburse us 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 you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and, to the extent permitted by applicable law, you 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 your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.
29. **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.
30. **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.

31. **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.
32. **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.
33. **REPORT TO CREDIT/TENANT AGENCIES:** You 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 tenant reporting agency, and may create a negative credit record on your credit report.
34. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)
- ____ Lead Based Paint Disclosure Form
____ EPA Pamphlet
35. **ADDITIONS AND/OR EXCEPTIONS**
- _____
_____.
36. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at _____ chubbjsoccer@gmail.com or (609) 556-0002_____.
37. **INVENTORY:** The premises contains the following items, that the RESIDENT may use.
- ____All appliances and systems ____.
38. **KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)
- RESIDENT will be provided __2__ 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 your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.
39. **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.

40. **RECEIPT OF AGREEMENT:** The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.
41. **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

James Chubb
04-12-2023 04:39:12 PM EDT - 2-1

Amanda Chubb
04-12-2023 04:40:07 PM EDT - 3-2

Date _____

OWNER'S or Agent's Signature

Lei Yu
04-12-2023 08:26:14 PM EDT - 4-3

Date _____