

NON-MANGEMENT DEED OF LEASE FOR VIRGINIA

This Residential DEED OF LEASE ("Lease") is made on August 25, 2023 between xxxx & xxxx "Landload"(s) and xxxx and xxxx "Tenant"(s) who are jointly and severally liable, who hereby acknowledge by their initials and signatures below that in this real estate leasing transaction.

This lease is governed by Virginia Common Law unless otherwise noted in paragraph 44 (OTHER CLAUSES).

1. ADDRESS OF PROPERTY, TERM AND RENT. THAT IN CONSIDERATION of the premises, rents and covenants herein expressed, Landlord hereby leases to Tenant and Tenant rents from Landlord upon the terms and conditions herein set forth, the certain unfurnished property known as 26 Johnson Drive, Herndon VA 20170, (Year Built in 1984. HOA: The Second Fox Mill Estate Home Association). The term commencing on the 1st day of September, 2023, and ending on the 31st day of August 2024, for the total sum during the term of \$33,600. Each installment of \$2800 is due on the first day of each calendar month without notice, demand or deduction. The rent is to be paid by one check only. Payment must be made by one of the signors of the rental agreement.

2. PAYMENTS. Rent shall be payable to Landlord at 13 Hen Court, Clarendon, VA 21156. The Landlord will notify the Tenant of any change to this mailing address if so needed. For emergency and/or maintenance repairs call (571).

3. LATE FEE COST AND RETURNED CHECKS. If any installment of rent is not received by Landlord within five (5) days from the due date, Tenant covenants and agrees to pay as additional rent the sum of \$150. Tenant further agrees to pay a handling charge of \$75 for each check returned by the bank for insufficient funds or any other reason. Returned checks will not be re-deposited. Landlord may require any and all payments to be made by money order or certified funds.

4. OCCUPANT'S USE. Tenant will use said property as a single family residence for three (3) persons, Kenneth Kanhua Liang, Yuwei Shi and their child as stated in application, and for no other purpose or additional number of persons whatever, except legal dependents and temporary guests, without prior written consent of Landlord. Temporary guests are those persons who occupy property for no more than two weeks during any twelve-month period.

5. SUBLET/ASSIGNMENT. Tenant shall not assign this Agreement or sublet the premises or any portion thereof, or permit possession or occupancy thereof by any other person or persons without prior written consent of the Landlord. A lease change fee of \$250 will be charged to tenants when a change of roommates is requested and approved.

6. FIXTURES AND APPLIANCES. The Landlord shall provide as part of the Premises all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, existing floor coverings and smoke detectors, and if so indicated below, the following fixtures and appliances:

Stove/Range	Disposal	Exhaust Fan(s)	Ceiling Fan #3
Garage Opener # 2	Refrigerator # 1	Microwave Oven	Washer
Dryer	Dish Washer	Fireplace Door	

Except as otherwise provided, Landlord will maintain the property in good repair and habitable condition and will be responsible for all major repairs not due to the fault or negligence of the Tenant during the continuance of this Lease. Repairs or replacement of equipment provided due to normal wear and tear shall be at the expense of the Landlord.

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 aforementioned equipment at Tenant's expense. Should cost or repair exceeds the value of the equipment, Tenant may, however only after written request and consent from the Landlord has been received, elect not to repair and may have it removed.

7. PETS. Tenant shall not keep or allow pet(s) on premises except as follows or with subsequent written consent of Landlord. The following pet(s) may be kept on the premises: two (2) cats & one (1) small terrier. Tenant agrees to arrange for and pay the cost of having the carpets/flooring professionally cleaned, deodorized and treated for fleas, ticks and other vermin at the termination of occupancy, should the above consent be given. Paid receipts for such cleaning and treatment must be provided to Landlord. Tenant further agrees to assume all liability and to be responsible for any damage caused by said pet(s) such as, but not limited to damage to carpets, sub flooring and wood floors, screens, glass and frames and landscaping. Tenant must comply with any pet ordinances enacted by the local authorities, homeowners, or condominium associations. Tenant shall not keep any pet on the premises if the pet is or becomes vicious or threatening, bites or attacks any person or other pet, or otherwise is or becomes a nuisance. Tenant assumes full liability for the results of any actions of pet.

If Tenant permits or harbors a pet on the premises without 1) permission of Landlord, and 2) payment of the required pet deposit, tenant shall be in violation of the lease. If tenant violates the "no pets" provision of the lease, tenant agrees to pay, as additional rent, \$250 per month per animal for each month violation exists, in addition to any damages, physical or otherwise, which in the opinion of the Landlord were caused by the unauthorized animal on the premises. Landlord also reserves the right to require removal of the animal from the premises, and require additional security deposit to be held for balance of the tenancy.

8. DIPLOMATIC CLAUSE, MILITARY CLAUSE. If Landlord or spouse is, or hereafter becomes a member of the United States Armed Forces, U.S. State Department, USAID, or any other Federal Government Agency on extended active duty and is transferred under PCS/Transfer orders, or is released or retired from active duty and is returning to the dwelling unit during the Lease Term, he may terminate this Lease by giving the Tenant N/A days written notice to that effect.

If Tenant is a member of the United States Armed Forces, U.S. State Department, USAID or any other Federal Government Agency on extended active duty and is transferred under PCS orders thirty-five (35) miles or more from the location of the dwelling unit or abruptly and unexpected released or discharged from active service during the Lease Term, he may terminate this Lease by giving the Landlord thirty (30) days written notice to that effect, together with an official copy of his orders. IN THE EVENT OF TERMINATION UNDER THIS COVENANT, Tenant shall pay a termination charge equivalent to one month's rent at the rate in effect as of the termination date if Tenant has completed less than six (6) months of the tenancy or one half of one month's rent if tenant has completed at least six (6) but less than twelve (12) months of the tenancy; the termination charge is to be in addition to rent due and owing through said termination date and rent due during the notice period.

9. SECURITY DEPOSIT. The security deposit of \$5,000, currently held by the Landlord for the previous lease with the Tenant, which ends on August 31st, 2023, will be used as security for this lease. Note that no part of the security deposit shall be applied by Tenant as payment of any part of the rent or other obligations due, and Tenant shall pay rent required each month as though no security deposit were ever paid. If costs of repairs, replacement or other damages due to the fault or negligence of the Tenant exceed security deposit, the Tenant shall pay for such excess costs.

Proper termination has occurred when Tenant has faithfully performed his lease obligations, given/received proper termination notification; paid all rent, final utility bills (see Paragraph 26), and other charges due Landlord. Prior to the survey, the Tenant shall:

a) Have carpet cleaned by a professional company acceptable to the Landlord and provide a paid receipt.

- b) Gutters and chimney must be clean.
- c) Have the Premises professionally treated for fleas and ticks if pets have been present and provide a paid receipt.
- d) Eliminate all household pests and vermin from the interior of the Premises.
- e) Change all air filters on furnace and air conditioning units. Provide evidence from the company selected by the Landlord that the fuel tank(s) are refilled.
- f) Insure that the Premises, including kitchen, baths and all appliances, floors, walls and windows, are thoroughly cleaned, grass is cut and trash removed.
- g) Have all light bulbs and smoke detectors in working order.
- h) Return all keys, garage door openers, passes and documents provided.

The Landlord shall make a final survey after tenant vacates.

If the Landlord intends to make any deductions from security deposit, all of said deductions shall be fully itemized in writing to Tenant within forty-five (45) days of termination of tenancy or applicable current requirements at time of termination. Landlord shall return the applicable amount of security deposit to Tenant. In the event of any breach or failure of Tenant hereunder, the Landlord shall have the right to use and apply the security deposit in the manner provided and permitted by law. Tenant may not utilize security deposit as rent and must not apply the same as the last month's rent.

10. POSSESSION OF PREMISES. In the event that Landlord is unable to deliver possession of the premises at the commencement of the tenancy, the Landlord agrees to use whatever efforts are, in his determination, reasonable to secure possession of premises, but in no event, except for the willful and deliberate misconduct of Landlord, shall Landlord be liable to Tenant for any delay in possession. Notwithstanding the provisions of the foregoing sentence, Tenant shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this lease until the premises are available for occupancy by Tenant.

11. CONDITION OF PROPERTY, SURVEYS, LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS WARNING DISCLOSURE. Landlord will make an itemized condition survey. A written copy of such survey will be forwarded to Tenant. Any additional items noted by Tenant should be submitted to Landlord within fifteen (15) days of occupancy, in writing, to be determined as legitimate, and added to the record as required.

LEAD PAINT- APPLICABLE LAW: Title X, Section 10108. The residential Lead-Based Paint Hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to the tenant, based upon the owner's actual knowledge, all known lead-based paint hazards in the Property and provide the tenant with any available reports in the owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property.

Age Classification of Property: Owner represents and warrants to Tenant(s), broker(s), broker(s) agents and subagents, intending that they rely on such warranty and representation, that:
House Built After 1978, X. Not subject to lead-based paint laws

If the Property was built during or prior to 1978, or if the Owner is uncertain as to date Property was built, this Lease is not enforceable by either party unless the Federally required lead-based paint addendum have been executed by all parties to the Lease.

12. FAILURE TO PAY RENT. Fail to pay any installment or rent, or additional fee, when due is a default under this lease. If Tenant does not pay rent within five (5) days after receipt of written notice of nonpayment and intention to terminate lease, the Landlord may terminate this lease. Unpaid rent for the entire remaining lease term shall become immediately due and payable. Upon termination, the Landlord shall be entitled to: a) possession of the premises, b) any unpaid rent, additional rent, and administrative charges, c) any damages sustained, d) court cost and reasonable attorney's fees, and e) all other remedies provided by law or equity.

13. ATTORNEY'S FEES/ENFORCEMENT/LITIGATION. Tenant agrees that in the event of his default in any installment of rent, or in the event of his breach of any covenant hereof, he will reimburse the Landlord for any money expended by Landlord for utility or other bills, damages, leasing costs, as well as other costs which may be incurred to enforce this lease, plus reasonable attorney's fees owed to Landlord by Tenant. Tenant hereby waives all rights to a jury trial in any litigation relating to this tenancy.

14. TERMINATION. This lease shall NOT be renewed or extended automatically. If the Landlord and Tenant do not sign a new lease sixty (60) days prior to the expiration date of this lease, the Tenant will vacate the premises by the expiration date.

15. TRANSFER OF SECURITY DEPOSIT. If Landlord, his heirs or assignees, assumes management of the property, or management is transferred to another company, the Tenant consents to the transfer of his security deposit to such party of company, if applicable by law.

16. PLUMBING FIXTURES AND APPLIANCES. Tenant shall keep the premises, including all plumbing fixtures, facilities and appliances as clean and safe as conditions permit. The tenant agrees that at the termination of the lease all appliances and equipment will be in good working order and shall be operative unless previously reported to Landlord. The Tenant is responsible for loss or damage from freezing of water pipes or plumbing fixtures due to Tenant not maintaining sufficient heat in property or not properly winterizing home. It is Tenant's responsibility to maintain heat or report faulty heating equipment to Landlord. Stopped-up/clogged drains/pipes, washer connecting hoses, dishwasher air gap and impellers, as well as jammed disposals are considered Tenant responsibility unless proven otherwise.

17. FIREPLACE, CHIMNEYS, WOOD BURNING STOVE, HEAT-O-LATOR. Tenant agrees to have these units professionally cleaned and serviced periodically, as use dictates, and provide receipts to the Landlord. Under no circumstances should firewood be stored inside the property, against exterior walls, on driveway, patio, and deck or in garage.

18. TENANT MAINTENANCE OBLIGATIONS. The Tenant shall not deliberately 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 Landlord.

b) Using and operating all appliances, equipment and systems in a safe and reasonable manner and not to 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 or guests, the Tenant shall pay immediately the cost of repairing frozen pipes or clearing such obstruction and any additional costs associated with the repair (i.e. drywall, carpets, etc).

c) Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters at least every two (2) months.

- 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) Cutting, watering and maintaining the lawn and pruning shrubbery, promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, drains and grounds free of leaves and other debris.
- f) Promptly reporting in writing to the Landlord any defect, damage, or breakage. Failure to report shall make the Tenant liable for the repair of any additional damage. This provision does not obligate the Landlord to repair or correct such defects, breakage, malfunction or damage.
- g) The cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to keep appointments (or requiring appointments to be scheduled during overtime hours) with service persons who require access to make scheduled repairs. Any request for repair is understood to mean that permission to enter the Premises to make the repair has been given by the Tenant.
- h) Making any repairs, alterations, or additions required by any government authority, Owner's Association, insurance company or the Managing Agent due to the Tenant's use.
- i) The control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets, and rodents (excluding squirrels) during occupancy. Upon vacating the Premises, the Tenant shall be responsible for the elimination of all such pests and vermin.
- j) Maintaining the Premises to prevent moisture accumulation and growth of mold and promptly notifying the Landlord in writing of any moisture accumulation or visible evidence of mold.

19. LANDLORD CONSENT REQUIRED. Tenant shall not make any repairs, alterations and/or additions without first obtaining Landlord's written consent. Repairs, alterations and/or additions included but not limited to: a) Remodeling, making any structural change, alteration, addition or decoration, including papering and painting of the Premises. b) Installing, attaching, removing or exchanging appliances or equipment, such as air conditioning, heating, refrigerator, TV antenna or satellite dish, wood burning stoves, fireplace inserts or kerosene heaters. c) Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hanging nails which are permitted). d) Affixing any object containing an adhesive backing to any surface in the Premises. e) Attaching plant hooks to the ceiling. f) Rekeying locks, installing additional locks or security systems. The Tenant must provide the Landlord, and the Owner's Association where required, with a duplicate of all keys and instructions on how to operate all locks and/or systems within 24 hours of change. g) Installing iron safes, waterbeds, pianos, aquariums or any other extra-heavy objects.

In the event any repairs, alterations and/or additions are performed by Tenant with Landlord's prior written authorization or made by Tenant in violation hereof, Tenant hereby warrants that such activity will be undertaken only if he is competent and qualified to perform it, assuring that the work done is safe and meets all applicable codes and statutes. Tenant warrants that he will be accountable for any misshape or accidents resulting from such work he performs or causes to be performed by others, and that he will hold Landlord and the manager of the premises free of harm, litigation or claims of other persons. Under no circumstances is the cost of said repairs to be deducted from an installment or rent payment. Tenant agrees that such repairs, alterations and/or additions shall remain with the property with Landlord approval or property must be returned to original condition at the expense of Tenant.

20. NOTICE OF DEFECTS OR MALFUNCTION. Tenant will give Landlord immediate notice of any known defect, breakage, malfunction or damage to or in the structure, equipment or fixtures in or on property in writing. Tenant shall bear any expense for failure to do so. The 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 Paragraph 6 – Fixtures and

Appliances. Moreover, it is understood that any notice by Tenant for any repairs or services shall be deemed permission for the 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 purpose of accomplishing any required repairs, Tenant shall bear any additional expenses for rescheduling of broken appointment, and/or over-time charges imposed by vendor.

21. TENANT CONDUCT. Tenant shall conduct himself and require other persons and/or animals on the premises, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of their premises, and always in accordance with the rules and regulations of applicable homeowners association or condo association, which are, considered a part of this lease. Tenant further covenants and agrees not to use or permit premises to be used for any improper, illegal or immoral purposes. In the event the heretofore specifics have been breached, the Landlord shall have the right to terminate this Lease by giving, delivering or posting proper written notice to quit the premises.

Landlord shall have the right to terminate the Lease if evidence indicates an immediate threat, which materially affects the health or safety of either Landlord or other tenants. For example, the sale, distribution or possession of illegal, dangerous or prohibitive drugs and drug paraphernalia on the premises shall be considered an immediate threat. In such event, Landlord shall give Tenant written Notice of Termination with the time of vacating to be commensurate with the urgency of the situation. Tenant shall vacate and surrender possession of the premises to Landlord within the time specified in the Notice of Termination.

22. HEALTH AND SAFETY. Tenant shall comply with all obligations primarily imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety. The premises are warranted as free from pest infestation and Tenant is required to report any signs of rodents or vermin within thirty (30) days of occupancy. After this time, Tenant is required to control any infestation and related costs are the Tenants expense. The Tenant will not use or keep in the dwelling any explosives, flammable or combustible materials which would increase the rate of fire insurance on the premises.

23. EQUIPMENT THAT OVERLOADS A SYSTEM. Tenant will not install any equipment of any kind that will require any alteration or additions to, or create an overload on, any gas, water, heating, electrical, sewerage, drainage, or air conditioning systems of the property, without prior written consent of the Landlord, and any required governmental agency or public utility company consent, to comply with applicable public law.

24. VEHICLES. Only vehicles with current license plates and in operating condition shall be parked at the premises, and on areas designated for this purpose. Violations will cause removal at Tenant's expense. Further, repairing vehicles on premises is not authorized in this lease.

25. SMOKE DETECTOR. Applicable law of any government body requires the installation of smoke detectors at the time of occupancy. Landlord certifies to Tenant that smoke detectors have been installed and are in proper working condition. It shall be the responsibility of Tenant to check smoke detectors periodically and replace batteries if necessary to keep the smoke detectors in proper working condition, and to report any malfunctioning smoke detectors to landlord in writing. Landlord assumes no responsibility or liability for any non-reported malfunction or misuse of smoke detectors by the Tenant, which result in injury or damage. An alternating current (AC – not battery operated) smoke detector will not provide an alarm in the event of a power outage. Tenant may wish to add battery powered smoke detectors in the property as needed. Tenant will do 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 detectors.

26. 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. Said utility charges will commence on the effective day of this lease. Tenant agrees to pay the bills promptly when due and will make all necessary deposits as quoted by utility companies. All utility services shall

be transferred and all final bills paid by Tenant, with proof of payment, before any part of the security deposit can be returned. Landlord shall not be liable in any manner for failure, interruption, or stoppage of gas, electricity and/or water at any time. If Tenant fails to pay any utility bill and Landlord makes payment, such amount shall be charged to Tenant as additional rent due.

Tenant is to pay swimming pool fees, recreational fees, parking fees, move-in fees, security alarm monitoring fees, cable/access fees and all telephone service, wires and equipment when applicable, unless otherwise agreed upon in writing.

Landlord is to pay association dues, homeowner dues, condominium dues, etc. unless otherwise agreed in writing.

27. NOTICE OF ABSENCE. Tenant shall advise Landlord by telephone or in writing of an anticipated absence from the property in excess of seven (7) days. During any such absence, Landlord may enter property at any time necessary to protect the property from damages resulting from severe weather conditions, acts of nature, utility interruptions, public disruptions or similar occurrences. This does not obligate landlord, nor does Landlord assume liability for such occurrences.

28. SUBORDINATION AND ASSIGNMENT OF LEASE. The Lease shall be subordinate to the lien of existing and future mortgages placed on the premises, and Tenant agrees to execute whatever additional agreements are required to so subordinate this lease. Landlord shall have the right to assign any of his rights under this agreement at any time.

29. ACCESS TO PROPERTY BY LANDLORD, AGENT AND THEIR DULY DESIGNATED REPRESENTATIVES. Upon reasonable notice to Tenant and at reasonable times, Landlord, Agent, Vendor and/or their duly designated representative, may enter the premises in order to, (a) survey the property, (b) make necessary repairs, decorations, alterations or improvements, (c) supply necessary or agreed services, (d) exhibit the property to prospective or actual purchasers or tenants, mortgagees, appraisers, workmen or contractors, and (e) in addition, ninety (90) days preceding the expiration or termination of lease terms, Tenant will allow a "For Sale" sign to be placed on the property, along with a lockbox containing a key to the main entrance for Agents' access. Tenant will allow a "For Rent" sign to be placed on the property, along with a lockbox containing a key to the main entrance for agents' access sixty (60) days preceding the expiration or termination of lease term. Landlord may enter the property at any time to protect the property and Landlord's/Tenant's possessions if it is suspected that severe weather conditions, acts of nature, utility interruptions, illegal activities, public disruptions or similar occurrences have taken place in the neighborhood. Tenant will remove or secure any pet(s) on the premises when property is on market or when access is granted.

30. TENANT REFUSAL TO ALLOW ACCESS. If Tenant refuses to allow access to Landlord/Agent as provided in preceding Paragraph 29, Landlord may obtain injunctive relief to compel access or may terminate this lease. If Tenant fails to vacate the property, Landlord may bring an action for possession and damages sustained, including leasing costs and reasonable attorney fees.

31. RIGHTS OF LANDLORD UPON BREACH OF LEASE BY TENANT. If Tenant violates any of the provisions of this lease or any of the rules and regulations imposed by Landlord, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Landlord shall be entitled to avail himself of all rights and remedies to which he may be entitled to, either by law or in equity (including but not limited to, the right to terminate this lease and recover possession). Landlord/Agent shall also be entitled to recover reasonable attorney's fees and costs as allowed by law. Landlord's waiver of one default by Tenant shall not be considered to be a waiver of any subsequent default. Tenant waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law, as to his obligations in this lease. In the event the Tenant is adjudicated bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon thirty (30) days written notice

and the Premises shall be surrendered to the Landlord who reserves the right to repossess the Premises. This provision of this paragraph shall survive the termination of this lease.

32. **DESTRUCTION BY CASUALTY.** If property shall be partially damaged by fire, severe weather conditions or other cause without the fault and neglect of Tenant, the damage shall be repaired within a reasonable time by and at the expense of Landlord and the rent, according to the extent that the property is rendered uninhabitable as determined by Landlord, shall be adjusted or suspended until such repairs are completed. If the property is damaged by fire or other cause to such extent that Landlord shall decide not to restore the property to the former condition or Landlord shall decide to demolish the structures of property, then and in either of such events, Landlord shall have the option to terminate this Lease by written notice to Tenant, and the term of this lease will end on the day such notice is given with the remaining rent proportionally adjusted to the effective date of termination.

33. **PROPERTY UNFIT FOR HABITATION.** If the whole, or any part, of said property should be declared, posted, or be the subject of formal notice, by any government authority or law, unsafe, uninhabitable, unsuitable or not lawfully usable for the purpose of persons under this lease, Landlord shall have the option of eliminating or correcting the problem. If such can be done, or terminating this lease on the date Landlord gives notice to Tenant of such termination or from the date Landlord is compelled by law to terminate further occupancy or use of said property, whichever date is earlier, and the remaining rent shall be proportionally adjusted to the effective date of termination.

34. **CONDEMNATION.** If the whole or any part of said property shall be taken or condemned pursuant to any governmental authority for any public or quasi-public use or purpose, the term of his lease shall cease and terminate from the date when possession of the part so taken or condemned shall be required for such use or purpose, and the remaining rent shall be proportionately adjusted to the effective date of termination.

35. **LANDLORD WITHOUT LIABILITY.** In no event shall Landlord be liable for damages or compensation to Tenant or Tenant's assigns, household, agents, or licensees, or other persons or entity, because of events, conditions, actions, or terminations described in or arising from or connected with the provisions of Paragraph 32, 33, or 34. Should tenant be concerned about crime statistics or "Megan's Law" contact the local police department for further information.

36. **LIENS UPON PROPERTY.** The Tenant has no authority to incur and debt or to make any charge against the Landlord or create any lien upon the said lease property for any work, utilities or materials furnished to same.

37. **TENANT NEGLECT AND COSTS.** If at any time during the term of this lease, Landlord should be required to make repairs, alterations or additions to property or its equipment, caused by Tenant misuse or neglect, Tenant hereby agrees that repairs, alterations, or additions shall be made at Tenant's expense. Landlord shall have the option of terminating this lease, or cause such repairs, alterations, or additions to be made, and the cost of same, plus 10% thereof, shall be considered as additional rent for property and payable forthwith by Tenant. The provisions of this paragraph shall be in addition to and shall not prevent the enforcement of, any claim Landlord may have against Tenant for any other breach or damages under this lease.

38. **DEATH OF TENANT OR LANDLORD.** If any party to this lease, Landlord or Tenant, should die during the term of this lease, the surviving party of the deceased may terminate this lease by giving thirty (30) days written notice to the other parties involved in the lease. This right of termination of lease must be exercised within ninety (90) days of death of party concerned.

39. **INVALID TERMS.** If any term, covenant, condition, or provision of this Lease Agreement, or the construction thereof to any person or circumstance, shall to any extent be deemed invalid or unenforceable, the remainder of this Lease Agreement, or the construction of such term of provision to persons or circumstances other

than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease Agreement shall be valid and enforced to the fullest extent permitted by law.

40. **WAIVER OF BREACH.** No waiver or oversight of any breach of any covenant, condition or agreement contained, or compromise or settlement relating to such a breach shall operate as a waiver of the covenant, condition or agreement itself, or any subsequent breach.

41. **LIABILITY FOR PERSONAL OR PROPERTY DAMAGE.** All persons and personal property in or on premises shall be at the sole responsibility of Tenant. Landlord will not be liable for any damage or injury to persons or personal property arising from the negligence, acts of omission or acts of the Tenant or persons or entity invited by the Tenants, or from roof, well, floor, door, or window water leaks, or from the freezing, bursting, leaking, or overflowing of water, steam, sewer, or gas pipes, or from heating or plumbing fixtures, or from electric wires of fixtures, or vermin, or from or by any other cause whatever, latent, or patent. In summary, neither Landlord or Agent shall be liable for any injury or damage whatever to the person or property of Tenant or any other person or entity in or on said property caused by Tenants or his invitees or pet(s); and Tenant hereby expressly and without reservation covenants and agrees to save Landlord and Agent harmless in all such matters, unless such injury or damage is committed deliberately and with malice by Landlord or Agent. IT SHALL BE THE RESPONSIBILITY OF THE TENANT TO OBTAIN AN INSURANCE POLICY WHICH PROVIDES PUBLIC LIABILITY COVERAGE AND ALSO PROTECTS TENANTS PERSONAL PROPERTY.

42. **NOTICES.** Any written notice regarding any of the provisions of this Lease may be given by Landlord to any Tenant. All Tenants agree that such notices given or received shall affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, cosigners, guarantors and subtenants. All notices required or permitted herein shall be in writing and effective as of the date on which such notice is mailed in any United States Post Office by first class mail, postage prepaid, or hand-delivered to the Tenant at the premises address unless otherwise stipulated within this lease.

43. **LANDLORD DISCLOSURE.** The owner is not a licensed Real Estate Agent/Broker.

44. **OTHER CLAUSES.** \$150 repair deduction per incident except for damages caused by severe weather condition.

45. **ACKNOWLEDGEMENT.** The covenants, conditions and agreements contained are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Tenants signing this Agreement shall be jointly and severally liable. Whenever the context so requires, the singular member shall include the plural, the plural the singular, and the use of any gender shall include all other genders. The Lease Agreement hereto has been executed and Tenant acknowledges that an executed copy thereof was delivered to him at the time the Lease was fully executed.

_____(SEAL) _____(SEAL)

Date Tenant Date Tenant

_____(SEAL) _____(SEAL)

Date Landlord Date Landlord