



TRUSTLAND

RESIDENTIAL LEASE

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

**XXXX Pan Tops Drive, Stephens City, VA
22655**

(THIS RESIDENTIAL LEASE IS A LEGALLY BINDING CONTRACT)

1. IDENTIFICATION OF AGREEMENT COMMENCEMENT, PARTIES AND PREMISES: THIS AGREEMENT made and entered into on this **XX** day of (mo.) **XXXX** (yr.) **201X**, by and between **Trustland, Inc.**, hereinafter called Landlord and **XXXXXXXXXX** hereinafter called Tenant.

Subject to the terms and conditions set forth in this Agreement, Landlord hereby leases to Tenant, the premises situated in the Town of Stephens City, Frederick County, Virginia, legally described as: **Lot XX Newtown Crossing; Tax Map 74-A-0316-1-X**

Street Address: **XXXX PAN TOPS DRIVE, STEPHENS CITY, VIRGINIA 22655**

Tenants shall use the premises for residential purposes only and for no other purpose without Landlord's prior written consent. Occupancy by guests for more than 7 (seven) days in any 3 (three) -month period is prohibited without Landlord's written consent and shall be considered a breach of this Agreement.

2. TERM OF THE TENANCY: The term hereof shall commence on (mo./day) **XX**, (yr.) **201X**, and continue for a period of **12** months thereafter. Should Tenants vacate before the expiration of the term, Tenants shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects or could have collected from a replacement tenant by reasonably attempting to re-rent. Tenants who vacate before expiration of the term are also responsible for all Landlord's costs including but not limited to advertising and/or realtor fees associated with finding a replacement tenant. In the event at the end of tenancy or thereafter above term expires tenant shall either renew yearly lease with landlord or should tenant choose month-to-month tenancy, there shall be a minimum notice to vacant one full month, tenant shall be responsible to notify landlord of their intention to vacate with either written or email notice given only on the 1st day of the month that precedes the month ending of tenancy.

****Landlord reserves the right to increase lease payments and/or adjust terms or terminate lease after/on 201X****

3. SECURITY DEPOSIT: On signing this Agreement, Tenant will pay to Landlord the sum of **\$XXXXX** as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within **45 days** after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

4. PAYMENT OF RENT: Total Lease Agreement Amount = **\$XXXXX**
Rent shall be **\$XXXXX** per month, **payable in advance, upon the 25th** of each calendar month to Landlord or his/her authorized agent at the following address:

**TRUSTLAND, INC.
P.O. BOX 604
STEPHENS CITY, VA 22655**

****IN THE EVENT RENT IS NOT RECEIVED BY THE 1ST OF EACH CALENDAR MONTH, TENANT AGREES TO PAY A LATE CHARGE OF \$50.00 PLUS INTEREST AT 5 % PER ANNUM ON THE DELINQUENT AMOUNT****

Landlord will provide an accounting of all rent due along with any late fees that will be applied to outstanding rent.

5. **SECURITY DEPOSIT:** Tenant has deposited a Security Deposit, to secure a complete and faithful performance by Tenant of all terms and conditions of this Lease, and the obligations imposed on Tenant by applicable Virginia Law.
- a. Disposition. Landlord may apply all or part of the Security Deposit to the payment of accrued Rent and the amount of any damages that have been suffered by Landlord, including but not limited to, physical damages, appropriate charges to Tenant not previously reimbursed to Landlord, charges that may be due by Tenant to third-party utility providers and actual damages for breach of this Lease, including attorneys' fees and costs. Landlord shall have the right to apply the Security Deposit to any outstanding fees, charges or other amounts due first, and then to any unpaid Rent. Within 45 days after termination of the tenancy and return of possession of the Dwelling Unit by Tenant to Landlord, Landlord will provide Tenant with an itemized listing of all deductions made from the Security Deposit, and with payment of any amount due to Tenant. If Tenant complies with all terms and conditions of the Lease, Landlord will return to Tenant the Security Deposit within 45 days after termination of the tenancy and return of possession of the Dwelling Unit to Landlord by Tenant. If the damages to the Dwelling Unit exceed the amount of the Security Deposit and require the services of a third-party contractor, Landlord shall give written notice to Tenant advising of the fact within a 45-day period. If such notice is given, Landlord shall have an additional 15-day period to provide an itemization of the damages and the cost of repair.
 - b. Forwarding Address. Tenant shall provide Landlord written notice prior to vacating the Dwelling Unit of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of the Security Deposit prior to the end of the 45-day period provided herein. If Tenant fails to give notice of a forwarding address, Landlord will send the Security Deposit statement to the last known address of Tenant, but will retain the Security Deposit refund, if any, until Tenant notifies Landlord of the appropriate address.
 - c. Multiple Tenants. Where more than one Tenant signs this Lease, a deduction to be made from the Security Deposit will be joint and several, and Landlord is not liable for any understanding that may exist between two or more Tenants as to the portion of the Security Deposit that one Tenant may be entitled to, as opposed to another Tenant. Landlord will draw one check payable to all Tenants jointly, or at Landlord's election, to any one Tenant who shall be responsible for distribution to the other Tenants, and forward same to forwarding address provided to Landlord by written notice as required herein.
 - d. Move-Out Inspection. Landlord will make reasonable efforts to provide Tenant with notice of a right to be present at the time of move-out inspection. Landlord will include in the vacating notice language to inform Tenant of this right to be present. Tenant must make a written request to Landlord to be present at such an inspection, and Landlord will notify Tenant of the inspection times which will occur within 72 hours of the termination of the tenancy. If Tenant fails to make such a request, or fails to schedule an inspection, Landlord will proceed to do the move-out inspection without Tenant being present.
 - e. Setoff Prohibited. Tenant shall have no right to deduct the Security Deposit from the rental payment for the last month of any term of this Lease.
 - f. Damage Addendum. The Damage Addendum, attached hereto and incorporated by reference herein, establishes a tentative schedule of standard deductions to be utilized by Landlord in assessing charges against Tenant for physical damages to the Dwelling Unit or the Premises, less reasonable wear and tear. Landlord reserves the right to alter the said schedule if the repair costs should become higher than those listed thereon. Landlord further reserves the right to assess against Tenant for such damages the actual costs of the materials and repairs, if there is a variance between the tentative schedule and the actual bill for such materials and repairs. The Damage Addendum also establishes the tentative schedule for charges to be made by Landlord against Tenant during the Term of the tenancy for any damages as may occur.
 - g. Landlord reserves the right to require a commercial insurance policy commonly known as "damage insurance" to secure the performance by Tenant of the terms and conditions of this Lease, in lieu of all or part of the security deposit, Tenant shall purchase their own damage insurance policy, provided the policy otherwise meets the requirements of this paragraph. For any damage insurance policy obtained by Tenant in accordance with this paragraph, Tenant agrees to maintain such policy in full force and effect for the full term of this Lease, including any extensions or renewals thereof, and to provide Landlord sufficient proof of such insurance.

6. RENT:

- a. Rent Payments. The total Rent for the initial Term of this Lease is set out in this Lease. Monthly payments of Rent are payable in advance, without demand, and in full without prorating or setoff, on the **twenty-fifth (25th)** of each calendar month and shall be paid at the address set forth above or at such other places as Landlord may designate by advance written notice to Tenant. Landlord is authorized to accept prepaid rent.
- b. Late Payment. If the rental payment is received after the first day of the month, a Late Fee of ****\$ 50.00 PLUS INTEREST AT 5 % PER ANNUM ON THE DELINQUENT AMOUNT****. This Lease will be assessed against Tenant. Any rental payment received after legal action has been initiated by Landlord will be accepted with reservation and will be applied to delinquent rent due but will not affect any legal action instituted by Landlord against Tenant to recover delinquent rent and possession of the Dwelling Unit.
- c. Returned Checks. Landlord reserves the right to require that all monthly installments be made by money order or certified funds, or to require automatic or electronic payment. Checks that are returned for insufficient funds or otherwise, or failed electronic funds transfer, will result in the following charges, in addition to the late charges specified herein and the face amount of the check or electronic funds transfer, and all other amounts recoverable by Landlord pursuant to this Lease or by law: (i) a reimbursement of any bad check return or failed electronic funds transfer fee charged by the bank; (ii) a bad check or failed electronic funds transfer processing fee in the amount of \$50; (iii) legal interest from the date of the check or transfer; and (iv) a civil recovery not to exceed \$250.
- d. Rent is Inclusive. As used in this Lease and under, "Rent" means all money, other than a security deposit, owed or paid to Landlord under this Lease, including prepaid Rent paid more than one (1) month in advance of the Rent due date.

7. INSPECTION AND CONDITION OF DWELLING UNIT:

- a. Move-In Inspection Report. Tenant has made an inspection of the Dwelling Unit, and Tenant agrees that the Dwelling Unit is in a fit and habitable condition, except for such damages as have been itemized. (*Move-In Inspection Report do not apply to Lease Renewals*)
- b. Locks. Landlord, at Tenant's request and at Tenant's sole cost and expense, will have all locks on the Dwelling Unit rekeyed. Tenant may, at any time, ask Landlord to: (i) install one keyed deadbolt lock on all exterior doors, if the Dwelling Unit does not already have one installed on each door; (ii) install a sliding door pin lock and/or a security bar on each sliding glass door. Landlord will comply with any such request at Tenant's cost and expense, with all such costs to be paid by Tenant as additional rent with the next monthly payment of Rent by Tenant after receipt by Tenant of an invoice from Landlord.

8. USE, OCCUPANCY AND MAINTENANCE.

- a. Use. Tenant covenants that the Dwelling Unit will be used only as a dwelling unit and in a manner that will not disturb neighboring tenants and that will not damage the Dwelling Unit or the Premises. Tenant will not permit any authorized occupants or guests or invitees in or about the Dwelling Unit or the Premises either to disturb neighboring tenants or to cause physical damage to the Dwelling Unit or the Premises. Tenant shall not deliberately or negligently destroy, deface, damage or impair any part of the Dwelling Unit or the Premises (including fixtures, facilities and appliances) or permit any person to do so with or without Tenant's knowledge, and **Tenant shall be responsible for any damage caused by Tenant's failure to comply with this requirement.** Tenant shall give Landlord prompt notice if any such damage occurs.
- b. Occupancy. No persons, other than those named as Tenant and as authorized occupants this Lease, may occupy the Dwelling Unit on a regular basis. For the purpose of this Lease, occupancy by an unauthorized person for more than seven (7) calendar days consecutively, or 14 calendar days in any calendar year, without prior written consent from Landlord, will constitute occupancy of the Dwelling Unit on a regular basis and will constitute a default under this Lease. If at any time more than one person is named as a Tenant on this Lease, the obligations of each Tenant shall be joint and several.
- c. Assignment/Sublease. Tenant shall not assign this Lease or sublet any portion of the Dwelling Unit without the prior written consent of Landlord, which consent Landlord will be under no obligation whatsoever to grant. Landlord shall have the right to consider any assignment or sublease made

- without Landlord's prior written consent void. **Any attempted subletting or assignment by**
- d. **Tenants shall, at the election of Landlord, be an irremediable breach of this Agreement and cause for immediate termination as provided here and by law.**
 - e. **Compliance with Codes; Fixtures.** Tenant shall comply with all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the Dwelling Unit, including plumbing and other fixtures, appliances, and facilities in a good, clean, safe and sanitary condition. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities in the Dwelling Unit and shall always maintain the utility services paid for by Tenant during the lease Term. Tenant shall be responsible for any and all damages caused by Tenant's failure to comply with this requirement.
 - f. **Appliances.** Tenant shall keep all appliances and equipment in good and clean condition, with the exception of reasonable wear and tear. Tenant shall not install or use any other major appliances or equipment in the Dwelling Unit without prior written permission of Landlord.
 - g. **Smoke Detectors.** Tenant shall be responsible for reasonable care and maintenance of smoke detectors in the Dwelling Unit and shall be responsible for interim testing and for providing written notice to Landlord of the need for repair of any malfunctioning smoke detector. Tenant shall not remove or tamper with any smoke detector, including removing any working batteries. Replacing batteries is the responsibility of Tenants and shall be responsible for interim testing and for providing written notice to Landlord of the need for repair of any malfunctioning smoke detector
 - h. **Carbon Monoxide Detectors.** Tenant shall have the right to request in writing that Landlord install a carbon monoxide detector in the Dwelling Unit, the cost of which will be charged to Tenant, in accordance with Section 55-248.18 of the VRLTA. Tenant shall not remove or tamper with a properly functioning carbon monoxide detector, including removing any working batteries, so as to render the detector inoperative.
 - i. **Mold.** Tenant will use reasonable efforts to maintain the Dwelling Unit in such a condition as to prevent accumulation of moisture and the growth of mold, and to notify Landlord in writing promptly of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or guests or invitees, and does hereby agree to indemnify and hold Landlord and Agent harmless from and against any and all loss, damage, claim, suit, costs (including reasonable attorneys fees and costs at all tribunal levels) or other liability whatsoever resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law.
 - j. **Insects and Pests.** Tenant shall keep the Dwelling Unit free from insects and pests, and promptly notify the Landlord of the existence of any insects or pests. Tenant shall prepare the Dwelling Unit for the application of insecticides or pesticides in accordance with any written instructions of Landlord, and if insects or pests are found to be present, follow any written instructions provided by Landlord to eliminate the insects or pests following the application of insecticides or pesticides. Tenant who has concerns about specific insecticides or pesticides shall notify the Landlord in writing no less than 24 hours before any scheduled insecticide or pesticide application, in accordance with Section 17 of this Lease. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or guests or invitees, and does hereby agree to indemnify and hold Landlord and Agent harmless, from and against any and all losses, damages, claims, suits, costs (including reasonable attorneys fees and costs) or other liabilities whatsoever arising from the presence of insects or pests in the Dwelling Unit, and/or resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law.
 - k. **Painting and Alterations.** Tenant shall not paint or disturb any painted surfaces or make other alterations to the Dwelling Unit without Landlord's prior written approval. Tenant shall notify Landlord and Agent in the event there is any chipped or peeling paint in the Dwelling Unit.
 - l. **Compliance with Law.** Tenant shall comply with any and all obligations imposed upon Tenant by applicable Virginia law.
 - m. **Grounds.** Tenant shall maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish and weeds, if such grounds are part of the premises and are exclusively for use of the Tenant.

9. **UTILITIES:** Tenant shall obtain all utility and other services listed in All such utility and other services shall be paid directly by Tenant, and Tenant shall pay any deposits and monthly bills due to the applicable providers. Tenant shall keep all essential utility services turned on, in and to the Dwelling Unit during any Lease term. Landlord shall not be liable for the failure to provide these services ofor the interruption of such services if such failure or interruption is due to any cause beyond the control of Landlord.

10. PERSONAL PROPERTY OF TENANT

- a. Renter's Insurance. All personal property placed in or about the Dwelling Unit or the Premises shall be at the sole risk of Tenant or the parties owning the same, and Landlord shall not be liable for the loss, destruction, theft of, or damage to such property. Tenant shall obtain insurance coverage (commonly referred to as "renter's insurance"), which shall meet the minimum coverage Limits and other terms specified by Landlord. The policy shall name Landlord and Managing Agent as interested parties. Landlord reserves the right to require Tenant to pay for the cost of renter's insurance obtained through Landlord, in which case the actual costs for such insurance and the administrative fee shall be charged to Tenant as additional rent. Tenant shall to purchase their own renter's insurance policy, provided the policy otherwise meets the requirements of this Section. For any renter's insurance policy obtained by Tenant in accordance with this Section. Tenant agrees to maintain such policy in full force and effect for the full term of this Lease, including any extensions or renewals thereof, and to provide Landlord sufficient proof of such insurance. Any renter's insurance policy provided by Landlord shall terminate contemporaneously with the termination of this Lease.
- b. Abandoned Property. Any items of personal property left in or about the Dwelling Unit after Tenant vacates the Dwelling Unit will be considered abandoned property and may be disposed of by Landlord as Landlord sees fit, provided that Landlord has: (i) given Tenant written notice of termination as required by this Lease including a notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after termination; (ii) given written notice in accordance with Subsection 9(d) of this Lease including notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after expiration of the seven (7) day period; or (iii) given written notice to Tenant including a statement that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within 24 hours after expiration of a ten (10) day period from the date of such notice. Tenant shall have the right to remove its personal property from the Dwelling Unit or the Premises at reasonable times during the 24-hour period after termination during normal business hours, or during normal business hours until Landlord has disposed of the remaining personal property of Tenant. During such twenty-four-hour period and until Landlord disposes of the remaining personal property of Tenant, Landlord shall have no liability for risk of loss of such property.
- c. Death of Tenant. If a Tenant who is the sole occupant of the Dwelling Unit dies, and there is no person authorized by order of a circuit court to handle probate matters for the deceased Tenant, Landlord may dispose of any personal property left by such Tenant upon giving at least ten (10) days written notice. Such notice shall include a statement that any items of personal property left in the Dwelling Unit shall be treated as abandoned property and disposed of, if not claimed within ten (10) days, subject to Subsection (b) hereof. This Lease shall be deemed terminated on the date of death of the Tenant; however, the estate of the Tenant shall remain liable for actual damages.

11. **ACCESS TO THE DWELLING UNIT AND PREMISES BY LANDLORD AND ITS DULY DESIGNATED REPRESENTATIVE(S); REPAIRS:** Landlord and its duly designated representative(s) may enter the Dwelling Unit and go upon the premises in order to do the following:

- a. Upon reasonable notice to Tenant and at reasonable times: inspect the Dwelling Unit and the Premises ;make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services ;exhibit the Dwelling Unit and the Premises to prospective or actual mortgagees, workmen, contractors, appraisers and/or representatives of any owners' association.
- b. Landlord will give Tenant at least 24 hours' notice, unless impractical to do so, of routine maintenance to be performed that has not been requested by Tenant and shall not be required to provide prior notice to Tenant for any maintenance requested by Tenant. Landlord may enter the Dwelling Unit without Tenant's consent in cases of emergency. Tenant shall be responsible for paying the cost of any unnecessary service call and any costs incurred as a result of the Tenant

failing to keep appointments with service persons that require access in order to make scheduled repairs.

- c. Place a "For Sale" sign upon the Dwelling Unit and the Premises and exhibit the Dwelling Unit and the Premises to prospective purchasers, or, after notice of termination of this Lease by Landlord or Tenant or commencing 90 days before the expiration of the Term, place a "For Rent" sign upon the Dwelling Unit and the Premises and exhibit the Dwelling Unit and the Premises to prospective tenants. All such entries into the Dwelling Unit and the Premises shall be conducted at reasonable times and with reasonable notice to Tenant and shall be done in such a way as not to unreasonably disturb Tenant.
- d. Landlord shall give notice to Tenant no less than 48 hours prior to an application of an insecticide or pesticide in the Dwelling Unit. If Tenant requests the application of the insecticide or pesticide, no prior notice is required.
- e. If Tenant refuses to allow or prevents access to Landlord as provided herein, Landlord may obtain injunctive relief to compel access or may terminate this Lease. In either case, Landlord may recover actual damages sustained and reasonable attorney's fees.
- f. Tenant shall give Landlord notice of any anticipated extended absence of Tenant from the Dwelling Unit in excess of seven (7) days. During such absence of Tenant, Landlord may enter the Dwelling Unit at times reasonably necessary to protect the Dwelling Unit. If Tenant fails to give such notice, Landlord may recover from Tenant any actual damages sustained. If Landlord cannot determine whether Tenant has abandoned the Dwelling Unit, Landlord may serve written notice on Tenant requiring Tenant to give Landlord written notice within seven (7) days that Tenant intends to remain in occupancy of the Dwelling Unit. If by the end of such seven (7) day period Landlord has not received such notice or has otherwise determined that Tenant has abandoned the Dwelling Unit, the Dwelling Unit shall be presumed abandoned and this Lease shall be terminated as of such date.
- g. In the event there is a non-emergency property condition that requires Tenant to temporarily vacate the Dwelling Unit to make the necessary repairs, in the sole determination of Landlord, the Landlord may, upon no less than 30 days prior written notice to Tenant (or such sooner period as may be agreed to by the parties), require the Tenant to temporarily vacate the Dwelling Unit at no expense or cost to Tenant for a period of not more than 30 days, to a comparable dwelling unit selected by Landlord, or at Landlord's option to a hotel room. Tenant shall continue to be responsible for all Rent due under the Lease without abatement and shall comply with all other terms and conditions of the Lease during any period of temporary relocation. If the Landlord properly remedies the non-emergency property condition, or the mold condition in accordance with professional standards (within the 30-day period, the Tenant shall have no right to terminate the Lease as a result of such condition.

12. ENTRY AND INSPECTION: Tenants shall make the premises available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenants reasonable notice of intent to enter. For these purposes, twenty-four (24) hour email notice shall be deemed reasonable, and reasonable hours shall be defined as 8am to 5pm Monday through Friday unless otherwise agreed upon time by both parties. In order to facilitate Landlord's right of access, Tenants shall not, without Landlord's prior written consent, add, alter or re-key any locks to the premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenants further agree to notify Landlord in writing if Tenants install any burglar alarm system, including instructions on how to disarm it in case of emergency entry or maintenance entry.

13. CONDEMNATION. If all, or a substantial part, of the Dwelling Unit or the Premises shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this Lease and all rights of Tenant under it shall immediately terminate. The Rent shall be adjusted as of the time of such acquisition, but Tenant shall have no claim against Landlord for any value of the unexpired Term, nor shall Tenant be entitled to any part of the condemnation award or purchase in lieu of such award.

14. LIABILITY OF LANDLORD/AGENT. Landlord and Managing Agent shall only be liable to Tenant(s) for damages proximately caused by Landlord's breach of a specific provision of this Lease. Landlord and Managing Agent shall not be liable for negligence or tort. Landlord and Managing Agent shall also not have any liability of any kind whatsoever for any of the following: failure of utilities or services; acts of God; and any injuries or damages to persons or property either caused by or resulting from fire, falling plaster, dampness, overflow, or leakage upon or

into the Dwelling Unit or the Premises of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing, fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause. Tenant acknowledges that any security measures provided by Landlord or Agent will not be treated by Tenant as a further assurance or guarantee against crime or of a reduction in the risk of crime. Neither Landlord nor Agent will be liable to Tenant or any guest, invitee, or occupant for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Neither Landlord nor Agent will furnish security personnel, security lighting, security gates or fences, or other forms of security. If the employees of Landlord or Agent are requested to render services not contemplated in this Lease, Tenant will hold Landlord and Agent harmless from any and all liability for same. If information on Tenant's rental history is requested by others for law enforcement or business purposes, Landlord may provide same in accordance with the "Tenant Consent Form." Landlord and Agent, in addition, shall not be liable under any circumstances of Tenant's failure to provide Landlord or Agent with prompt notice of any such conditions existing in the Dwelling Unit or the Premises. Tenant hereby releases Landlord and Agent from any and all liability and agrees to indemnify Landlord and Agent for such losses, with respect to Tenant, and all authorized occupants and guests or invitees of Tenant. Landlord and Agent may enter into an agreement with a third-party service provider to maintain tenant records in electronic form or other medium. In such case, Landlord and property manager shall not be liable in the event of a breach of the electronic data of the third-party service provider, except in the case of gross negligence or intentional act.

15. PETS. No pets of any kind will be allowed to be kept or maintained on the Dwelling Unit without Landlord's prior written consent and the execution of an addendum entitled "Pet Addendum." Landlord reserves the right, however, to prohibit pets, except for qualified service animals, completely from the Dwelling Unit and the Premises. Any unauthorized pet(s) in the Dwelling Unit shall constitute a breach of this Lease, and Tenant must pay the Unauthorized if any, along with any other applicable Pet Rent, Fees and Deposit [REDACTED] Pets assigned with this lease.

16. REPRESENTATIONS IN APPLICATION FOR RESIDENTIAL LEASE. This Lease has been entered into in reliance on the information given by Tenant on Tenant's "Application for Residential Lease" ("Rental Application"), which by this reference is made a part of this Lease. Tenant shall advise Landlord or Agent in writing of any changes to the information contained in the Rental Application. If any of Tenant's material representations are found to be misleading, incorrect, untrue or omitted, Landlord may immediately terminate this Lease and require Tenant to vacate the Dwelling Unit.

17. FINANCIAL RESPONSIBILITY. If Landlord is required to make any payment to Tenant hereunder, Tenant agrees that such financial obligation will be satisfied solely from Landlord's estate and interest in the Dwelling Unit and the real estate upon which the Dwelling Unit is situated and the improvements of which it is part, or the proceeds thereof, so that Landlord will incur no individual or other liability for such financial obligations

18. NOTICE. All notices shall be given by email. Notice to the Landlord will be given to the property manager or to such other place as may be specified by Landlord or Property manager. Landlord reserves the right for Landlord and Tenant to send notices in **electronic form**; however, if Tenant so requests, Tenant may elect to send and receive notices in paper form with written request within five days of executing this agreement. **Landlord will send all electronic notices to the e-mail address provided by Tenant in the Rental Application, and Tenant is required to provide notice to Landlord of any change in e-mail address.**

19. MILITARY

- a. **Any Tenant who is a member of the armed forces of the United States or a member of the Virginia National Guard serving on fulltime duty or a Civil Service technician with a National Guard unit may, through the procedure detailed in Subsection (b) of this Section, terminate this Lease if the Tenant (i) has received permanent change of station orders to depart 35 miles or more (radius) from the location of the Premises; (ii) has received temporary duty orders in excess of three (3) months' duration to depart 35 miles (radius) from the location of the Premises; (iii) is discharged or released from active duty with the armed forces of the United States or from full-time duty or technician status with the Virginia National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.**
- b. If Tenant qualifies to terminate this Lease. Tenant may do so by serving on Landlord a written notice of termination at least 30 days prior to the next Rent due date. The termination date shall be no more than 60 days prior to the date of departure necessary to comply with the official orders

or any supplemental instructions for interim training or duty prior to the transfer. Prior to the termination date, Tenant shall furnish Landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from Tenant's commanding officer.

- c. Nothing in this Section shall limit the amount of the Security Deposit that Landlord may retain as provided in Section 3 of this Lease.
- d. Landlord reserves the right to require, as a condition of this Lease, that Tenant execute a waiver of all or part of the rights the Tenant may otherwise have under the Servicemembers Civil Relief Act.
- e. If no waiver of rights under the Servicemembers Civil Relief Act is required by Landlord, in the event of a nonpayment of rent by Tenant, Landlord reserves the right to request an allotment from the pay of the servicemember tenant as permitted in the Servicemembers Civil Relief Act.
- f. Upon termination of this Lease, Tenant shall surrender the Dwelling Unit in good condition, with the exception of reasonable wear and tear and must pay for all damages or assessments for damages made by Landlord against Tenant in accordance with the Damage Addendum, other provisions of this Lease, or as Landlord reasonably determines.

20. ACTION BY LANDLORD UPON DEFAULT BY TENANT. Under Virginia law and this Lease, Landlord may terminate this tenancy during the term of the Lease upon one of the following:

- a. **Material Noncompliance by Tenant Failing to Pay Rent When Due.** If Tenant fails to pay Rent when due or pays Rent with a bad check, and such failure continues after Landlord has served a five (5) day notice of material noncompliance for failure to pay Rent, Tenant shall be in default, and Landlord may terminate this Lease and Tenant's right to possession in accordance with law and seek such damages as are appropriate under this Lease.
- b. **Material Noncompliance by Tenant Which Can Be Remedied Within 21 Days.** If Tenant fails to comply materially with any other provision of this Lease, Landlord may serve on Tenant a material noncompliance notice stating that if Tenant does not remedy the specified noncompliance(s) within 21 days after receipt of such notice, then if such noncompliance is remediable, this Lease will terminate 30 days after Landlord has served such notice.
- c. **Repeat Violations.** If Tenant has been served with a prior written notice that required Tenant to remedy a breach, and Tenant remedied such breach, if Tenant intentionally has committed a subsequent breach of a like nature as the prior breach, Landlord may serve on Tenant a 30 day termination notice for such repeat violation. Such notice must make reference to the prior breach of a like nature and state that the Lease will terminate in 30 days for the reasons stated therein without allowing Tenant an opportunity to remedy such subsequent breach.
- d. **Nonremedial Violations/Criminal Acts.** If Tenant commits a material noncompliance that is not remediable, Landlord may serve on Tenant a termination notice stating that this Lease will terminate in 30 days for the reasons stated therein without allowing Tenant an opportunity to remedy such breach. If a breach of Tenant obligations under Virginia law or this Lease involves or constitutes a criminal or willful act that is not remediable and that poses a threat to health or safety, Landlord may terminate this Lease immediately by giving of written notice thereof. Tenant and any other persons in or about the Dwelling Unit with consent of Tenant, including but not limited to members of the family, guests, invitees or authorized occupants, shall not engage in criminal activities or activities intended to facilitate criminal activities including any illegal drug-related activity on the Dwelling Unit and any area of the Premises, including common areas and streets, involving a controlled substance "Illegal drug-related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Neither Tenant, guests, invitees or authorized occupants of Tenant will engage in the manufacture, sale or distribution of illegal drugs at any location, whether on the Premises or otherwise. Neither Tenant, guests or invitees or authorized occupants of Tenant will engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms in the Dwelling Unit or on or near the Premises. A single violation of any of these provisions shall constitute a non-remediable violation of the Lease and justification for termination thereof. Criminal conviction is not required in order for Landlord to terminate this Lease. Nothing herein shall be construed to limit any remedies available under Virginia law for any criminal offenses committed by Tenant, guests, invitees or authorized occupants of Tenant.

- e. **Material Noncompliance by Tenant Which Can Be Remedied by Repairs, Cleaning or Replacement.** If Tenant commits a material noncompliance that can be remedied by repair, cleaning or replacement, Landlord shall deliver written notice to Tenant specifying the breach and stating that Landlord will enter the Dwelling Unit and perform the work. Once the work is complete, Landlord will deliver an itemized bill to Tenant 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.
- f. **Remedies Available to Landlord Upon Termination of Lease.** In the event of a breach of the Lease or noncompliance by Tenant, Landlord shall be entitled to recover from Tenant the following, regardless of whether or not a lawsuit is filed or an order obtained from a court, amounts as contracted for in the Lease including: (i) rent due and owing (through the month of the court date if a lawsuit is pending), (ii) other charges and fees, (iii) late charges, (iv) reasonable attorney's fees in accordance with Section 27 of this Lease, (v) costs of the proceeding as provided by law if a court action has been filed, and (vi) damages to the Dwelling Unit or the Premises.

21. GROUNDS FOR TERMINATION OF TENANCY: The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

22. UNLAWFUL DETAINERS; ACCEPTANCE OF RENT WITH RESERVATION. Landlord may accept full or partial payment of all Rent and receive an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under Section 8.01-374 *et seq.* of the Code of Virginia and proceed with eviction. Such notice shall be included in a written termination notice given by Landlord to Tenant in a separate written notice given by Landlord to Tenant within five business days of receipt of Rent. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to eviction, provided that notice of acceptance was given by Landlord in a separate written notice given by Landlord to Tenant within five business days of receipt of such payment, Landlord may accept all amounts owed to Landlord by Tenant, including full payment of any money judgment, award of attorney fees and court costs, and all subsequent Rents that may be paid prior to eviction, and proceed with eviction. In cases of unlawful detainer, Tenant may pay Landlord or Landlord's attorney, or pay into court all: (i) Rent due and owing through the month of the court date as set forth in the Lease, (ii) other charges and fees set forth in the Lease, (iii) late charges specified in the Lease, (iv) reasonable attorney 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. Tenant 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 the Lease or any renewal thereof.**

23. NO WAIVER. If Landlord waives a noncompliance or breach of the Lease or law by Tenant, such waiver shall not be construed as a waiver of any subsequent breach of noncompliance or breach, and this Lease shall continue in full force and effect

24. SUBORDINATION. Tenant agrees that this Lease is subordinate to the lien of any existing or future deeds of trust or mortgages placed on the Dwelling Unit and the Premises, and Tenant agrees to execute whatever additional agreements may be required to so subordinate this Lease. Landlord reserves the right to assign any of Landlord's rights under this Lease at any time.

25. SEVERABILITY. If any provisions of this Lease are violative of law or equity, the remaining provisions shall remain in full force and effect.

26. DISCRIMINATION. Landlord and Agent shall not discriminate against Tenant in the provisions of services or in any other manner on the basis of any protected class under Federal, state or local law.

27. REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION. If as a result of Tenant's noncompliance with, or a breach of this Lease or the law Landlord employs an attorney at law, regardless of whether a lawsuit is filed, Tenant agrees to pay Landlord'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.

28. RULES AND REGULATIONS. Tenant shall abide by any rules and regulations adopted by Landlord applicable to the Dwelling Unit and the Premises, including any and all updates, and any rules of any property or homeowner, or similar association in which the Dwelling Unit is located.

29. CLEANING FEE: Tenant hereby agrees to accept property in its present state of cleanliness. They agree to return the property in the same condition or pay a **\$500.00** minimum cleaning fee if the Landlord must have the property professionally cleaned. Additionally, all Carpets are to be professionally cleaned and a receipt shall be provided to landlord on or before tenant's departure.

30. HOLDOVER TENANT. If Tenant remains in possession of the Dwelling Unit after the required departure date following the termination of this Lease, Tenant will be liable for the following damages sustained by Landlord, or Agent: (i) actual damages which include but not are limited to, holdover rent equal to the Per Diem multiplied by the number of days Tenant stays in possession of the Dwelling Unit after the vacating date, and storage, hotel, meals, mileage, etc., payable to the new tenant; (ii) liquidated damages equal to one-hundred and fifty percent (150%) of the Per Diem Rent, multiplied by the number of days Tenant stays in possession of the Dwelling Unit after the vacating date; and (iii) reasonable attorney's fees and court costs. In addition, if Tenant remains in the Dwelling Unit after termination or expiration of the Lease and no new Lease is entered into, the terms of the Lease shall remain in effect, except that the amount of rent shall be either as provided in the terminated Lease.

31. VEHICLES Middle Unit Townhome Policy: Maximum of 2 vehicles shall be permitted per middle unit townhome unless, Tenant can utilize the Garage, ***then and only then shall be 3rd vehicle be permitted.*** Only vehicles owned and registered by **XXXX** are allowed on premise as listed below. All vehicles shall have valid state inspection, registration and tags. On street parking in front of units is prohibited and are for visitors/guests only. Refer to visitor/guest parking exhibit attached with this lease.

Vehicle #1: Model: _____, Make: _____,
License #: _____

Vehicle #2: Model: _____, Make: _____,
License #: _____

Vehicle #3: Model: _____, Make: _____,
License #: _____

32. ENTIRE AGREEMENT: This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written for the following premise:

XXXX Pan Tops Drive, Stephens City, VA
Address

I have read, understood and agree with
all terms and conditions as presented within this lease.

PLEASE PROVIDE CONTACT INFO:

HOME PHONE

CELL PHONES:

EMAILS:

Tenant: **XXXX** _____ Date

Tenant: **XXXX** _____ Date



Accepted By:

Landlord: **(Trustland, Inc.)** _____ Date