

LEASE

(THIS IS A LEGALLY BINDING DOCUMENT: IF NOT UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE)

This lease made as of June 1, 2004 among 4/21/78 Trust, Ira Doppelt, Landlord, (lessors) and CHUVA (Co-operative Housing at UVA); Laura Hartman, Daniel Dunbar, Taylor Coble, Hua Wang, Daniel Weiss, and Alissa Stroemel ^{are jointly + severally responsible} (hereinafter Lessees) provides that Lessor does hereby let and demise to Lessee(s) the described property located in the city or county of Charlottesville located at:
1900 Jefferson Park Avenue Unit # 11

to be used as a residence for the term beginning June 1, 2004 and ending at 12:00 NOON on May 29, 2005.

Monthly rent of **\$ 1725.00** in a single check, in advance, is payable to :

**IRA DOPPELT
P.O.Box 1016,
Charlottesville, VA 22902**

on the first day of each month. An additional charge of \$50.00 (FIFTY DOLLARS) shall be paid in any month the rent is not paid in a single check.

SECURITY DEPOSIT

1) Lessee(s) shall deposit **One Thousand Seven Hundred Twenty Five dollars , (\$1725.00)** with Lessor as security for the full and faithful performance by Lessee(s) of every condition, covenant and condition of this lease. In the event that Lessee(s) defaults with respect to any of such provisions, covenants, or conditions including, but not limited to, payment of rent, late fees and any additional charges. Lessor, may use, apply or retain any part of the security deposit to cover amounts owed plus whatever legal fees and interest charges that may be allowed by law. In the event that Lessor must hire an attorney to collect any monies owed them. Lessee agrees to pay those legal and filing fees, plus an additional 25 to Lessor. In the event that the security deposit does not cover damages or unpaid rent, or there is a deficiency resulting from Lessor having to relet the property, Lessee(s) agree to pay the full amount remaining owed including legal fees, plus 25, and whatever interest is allowed to Lessor under the law. In the event that Lessee(s) fully and faithfully comply with all provisions of the Lease and vacates the lease leaving the premises in thoroughly clean condition and in substantially good repair (normal wear and tear excepted), Lessor agrees to return the security deposit to Lessee(s) within 30 days after the end of the leasehold. If Lessor sells the property during the period of the leasehold, Lessee(s) consent to the transfer of his security deposit to the new owner of the property.

UTILITIES

2) Water, sewer and trash removal are included with the rental amount. Resident will arrange the telephone, electricity, gas where necessary and cable TV, etc. connections/services as necessary. There is an extra trash removal fee for large trash items such as furniture.

LATE CHARGES. RETURNED CHECK CHARGES AND SUBLEASE FEE

3) Rent is due on the first of each month. There is a grace period of three additional days. If rent, or any additional rent owed, is not received by the fifth of the month, payment must include a \$50.00 (FIFTY DOLLAR) late charge. Another late charge of \$50.00 (FIFTY DOLLARS) will be imposed if the rent in full, including all late charges, is not paid by the 10th of each month. Rent will be deemed received on the day it arrives in my mailbox. If the rent remains unpaid by the 20th of any month, a warrant will be issued and such charges incurred, including, but not limited to late fees, legal fees and the cost of the summons, will be assessed to and paid by the Lessee(s) Late charges will be deducted first from subsequent rent payments thus causing late charges to be incurred automatically if they are not paid promptly. A \$50.00 (FIFTY DOLLAR) charge will be incurred by Lessee(s) for any returned check. In the event of sub-lease or re-lease of the property by Lessor or Lessee(s), a fee of \$100.00 (ONE HUNDRED DOLLARS) shall be paid by Lessee(s) to Lessor. No charge to Lessee(s) for summer sublets.

LESSEE(S) AGREE TO JOINT AND SEVERABLE LIABILITY UNDER THE TERMS OF THIS LEASE. THEY FURTHER AGREE THAT ANY ONE OF THE SIGNATORIES TO THIS LEASE IS AUTHORIZED TO ACT ON BEHALF OF ALL UNDER THE TERMS OF THIS LEASE.

COSTS OF ENFORCEMENT

4) Lessee(s) hereby agrees to pay all costs, expenses, fees and charges incurred by Lessor in enforcing by legal action or otherwise, any of the provisions, covenants and conditions of this lease including reasonable attorney's fees. Additionally, 25 of the Attorney's fees will be paid to the Lessor.

COVENANTS OF THE LESSOR

5) Lessor covenants for Lessee's quiet enjoyment of the term of this lease, and of any extensions of such term, and Lessor also covenants for Lessor's compliance with the requirements of building and housing codes materially affecting health and safety and applicable to the property.

INSPECTION AND CONDITION OF THE PROPERTY

6) Lessee(s) will make an inspection of the property upon commencement of the term of the lease. Lessee(s) agrees that the property is clean and in a fit and habitable condition, except for such damages as have been itemized in a written report submitted to Lessor within 5 days of lease commencement. Lessee(s) is responsible for securing Lessor's signature upon a copy such damage report.

COVENANTS BY LESSEE

7. Lessee covenants (a) to pay the rent when due, (b) not to assign or sublet without the written consent of Lessor, and not to use the property for any purpose other than the use or uses specified in this lease. After occupation of the property in a fit and habitable condition by Lessees (with the exception of any itemized damages to which reference is made in paragraph 6 of this lease), Lessee covenants (c) to replace or repair all broken or damaged glass, screens, locks, plaster, flooring, and wood at the expense of Lessee and to the satisfaction of Lessor, (d) to keep any furnace (if located on the property), radiators, ranges, stoves, water and gas pipes, and all other water, gas, plumbing and electrical appliances and fixtures in clean condition, reasonable wear and tear excepted. ~~(e) if subletting property is not an apartment to be used as a residence, the property shall be used for residential purposes only and shall not be used for any other purpose.~~ (f) to keep clear all waste pipes, (g) to use water closets and other plumbing fixtures only for the purpose for which they are installed, and not to place any sweepings, rubbish,, rags, or other articles in such fixtures, (h) not to install on the property any heating or air conditioning unit, washing machine, or antenna of any kind without the written consent of Lessor, (i) to replace all faucet washers as necessary, (j) to keep all doors and windows closed during rain and snow, (k) if the premises is carpeted, to have carpets professionally steam cleaned upon vacating premises (Lessor will have carpets steam cleaned upon occupancy by tenant) (l) not to place an iron safe or other heavy articles on the property without the written consent of Lessor, and to be liable to Lessor for all damages resulting from the placement or moving of any such articles, (m) to make no alternations, additions, or improvements to the property without the written consent of Lessor, and that such alternations, additions, or improvements to the property, whether made by Lessor or Lessee, shall become a part of the property and so remain upon the termination of this lease, (n) to pay promptly all bills for telephone and other utility services to the property which are billed separately to Lessee, (o) not to use any harsh or abrasive cleaning compounds or solvents on any asphalt tile floors and to use only waxes of a water emulsion type, and (p) not to keep any animals, wild or domestic, on the property without the written consent of Lessor (q) not to use a waterbed on the premises without Lessor's written approval and payment by Lessees of \$500.00 fee and \$500.00 damage deposit. (r) to be responsible for clogged or leaking toilet, sink, disposal, tub and shower.

CONDEMNATION

8. If all or a substantial part of the property 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 Lessee under it shall immediately terminate and the rent shall be adjusted as of the time of such acquisition, but Lessee shall have no claim against Lessor for any value of the unexpired term nor shall Lessee be entitled to any part of the condemnation award or purchase price in lieu of such award.

DESTRUCTION BY CASUALTY

9. In the event of damage to the property by fire or other casualty, Lessor shall repair the same with reasonable dispatch after service upon Lessor by written notice of such damage by Lessee. If the property or any part of it is damaged by fire or other casualty to such an extent that the enjoyment of the property is substantially impaired, Lessee may immediately vacate the property and serve the Lessor a written notice within fourteen (14) days after such vacating of the intention of Lessee to terminate this lease, in which case this lease terminates as of the day of vacating.

it, however, the damage to the property by fire or otherwise was caused by the deliberate or negligent act of Lessee, or the agents, servants, employees, visitors, or licensees of Lessee, no option to terminate by Lessee shall exist and Lessee shall be liable for the rent during the unexpired term of the lease without abatement, unless Lessor elects to terminate this lease, a right which Lessor hereby reserves in such contingency.

LIABILITY OF LESSOR

10. Lessor shall not be liable for any injury or damage to persons or property either caused by or resulting from falling plaster, dampness, overflow or leakage upon or into the property of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause, unless any such injury or damage shall be the result of the deliberate or negligent act of Lessor, and Lessee shall give prompt notice to Lessor of any of the foregoing occurrences, however caused.

ACCESS TO THE PROPERTY BY LESSOR, REALITORS AND THEIR DULY DESIGNATED REPRESENTATIVES

11. (a) Upon reasonable notice to Lessee and at reasonable times, Lessor and their duly designated representatives may enter the property in order to (a) inspect the property, (b) make necessary or agreed repairs, decorations, alterations or improvements, (c) supply necessary or agreed services, (d) exhibit the property to prospective or actual purchasers, mortgages, lessees, workman, or contractors, and (e) place "for sale" signs on the property, and, after notice of termination of this lease by Lessor or Lessee, place "for rent" signs on the property. In case of an emergency, or in case it is impractical for Lessor to give reasonable notice to Lessee of Lessor's intent to enter the property or in case the property has been abandoned or surrendered by Lessee, the property may be entered by Lessor and duly designated representatives without notice to Lessee. Reasonable notice shall be defined as a phone call notifying Lessee of Lessor's intent to enter the property in not less than one (1) hour. In the event the Lessee is not at home, such notice may be left on Lessee's answering machine or email, or, in the absence of such machine Lessor may enter the premises.

NOTICE OF ABSENCE BY LESSEE

11. (b) Lessee shall give Lessor written notice of any anticipated extended absence of Lessee from the property in excess of seven (7) days. During such absence of Lessee, Lessor may enter the property at times reasonably necessary to protect the property. In the event that Lessee fails to give written notice, Lessor may recover from Lessee any actual damages sustained.

RIGHTS OF LESSOR UPON BREACH OF LEASE BY LESSEE

12 (a) Any of the following may be deemed by Lessor as a default by Lessee and breach of this lease: (a) material noncompliance by Lessee with this lease, (b) noncompliance by Lessee with any obligations primarily imposed upon Lessee by provisions of building and housing codes materially affecting health and safety and applicable to the property, (c) failure by Lessee to remove from the property all ashes, garbage, rubbish, and other waste in a clean and safe manner (d) use of the property by Lessee, or use by others on the property with the consent of Lessee for any illegal purpose, (e) failure by Lessee, or failure by others on the property with the consent of Lessee, to abide by all reasonable rules or regulations of Lessor, now in effect; or hereafter adopted, concerning the use and occupancy of the property, and (f) abandonment of the property by Lessee. In the event of any such breach of this lease, in addition to other remedies provided by law. Lessor may serve a written notice on Lessee that specifies the act or omission constituting the breach and that informs Lessee that this lease will terminate thirty (30) days after receipt of such notice by Lessee if the breach is not remedied within twenty-one [21] days after receipt of such notice. If the breach is remediable by Lessee by repairs, by the payment of damages, or otherwise, and Lessee adequately remedies the breach within such twenty-one (21) days, this lease shall not terminate. If the breach is remediable and Lessee does not adequately remedy it within such twenty-one (21) days or if the breach is not remediable, this lease shall terminate thirty (30) days after receipt by Lessee of written notice that specifies the act or omission constituting the breach and that informs Lessee that this lease will terminate after such period. Upon such termination Lessor shall be entitled to possession of the property, to any unpaid rent late fees, or additional rent to damages and Injunctive relief for breach of this lease, and to reasonable attorney's fees.

12 (b) In the event of (a) noncompliance by Lessee with this lease materially affecting health and safety (b) noncompliance by Lessee with any obligations primarily imposed upon Lessee by provisions of building or housing codes materially affecting health and safety and applicable to the property, or (c) noncompliance by Lessee with any reasonable rule or regulation of Lessor, now in effect or hereafter adopted, concerning the use and occupancy of the property, and such noncompliance can be remedied by repair, replacement of a damaged item, or cleaning and if Lessee fails to comply, as promptly as conditions require in case of an emergency, or within fourteen (14) days after service on Lessee of a written notice by Lessor specifying any such noncompliance and requesting its remedy by Lessee within such period of time, in addition to other remedies provided by law. Lessor and their duly designated representatives may enter the property and cause the necessary work to be done in a workmanlike manner. Upon completion of such work, Lessor may submit an itemized bill for the actual and reasonable cost or the fair and reasonable value of such necessary work to Lessee, and the amount of such bill shall be paid by Lessee as additional rent on the next date upon which an installment of rent is due or if this lease has been terminated by Lessor for any such noncompliance by Lessee, such bill shall be paid by Lessee immediately after submission of it.

ADDITIONAL RIGHTS OF LESSOR

12 (c) In the event that Lessee fails to pay when due any installment of rent, late fees or additional rent, and such rent, late fees, or additional rent, is not paid within five (5) days after written notice by Lessor of nonpayment and of intention to terminate this lease, in addition to other remedies provided by law, Lessor may terminate this lease. Upon such termination Lessor shall be entitled to possession of the property, to any unpaid rent, late fees, or additional rent, to any damages sustained, and to reasonable attorney's fees.

12(d) If Lessee refuses to allow or prevents access to the Lessor as provided in subparagraphs (a) and (b) of paragraph 12 of this lease, Lessor may obtain injunctive relief to compel access or may terminate this lease. In either case, Lessor may recover actual damages sustained and reasonable attorney's fees.

12 (e). After termination of this lease, whether by expiration of the term or by termination by Lessor upon breach by Lessee, the property shall be promptly vacated by Lessee, all items of personal property of Lessee shall be removed, and the property shall be left in good and clean order, reasonable wear and tear excepted. If Lessee fails to so vacate the property, Lessor may bring an action for possession and damages against Lessee, including reasonable attorney's fees.

WAIVER AND NON-WAIVER OF LESSOR'S RIGHT TO TERMINATE

13. Acceptance by Lessor of monthly installments of rent with knowledge of a default by Lessee under this lease, or acceptance by Lessor of performance by Lessee that varies from the provision of this lease or rules or regulations adopted by Lessor, shall not constitute a waiver of the right of Lessor to terminate this lease (a) for the continuation of the same breach or for another breach of this lease by Lessee occurring after the month to which such monthly installment of rent was applicable, or (b) for the continuation of the same variance or for another variance of performance by Lessee occurring after the month during which Lessor accepted such variance. Acceptance by Lessor of partial payment of past due rent shall not constitute any waiver of any right of Lessor to terminate this lease for breach of its provisions by Lessee, and acceptance of unpaid rent after expiration of a termination notice shall not constitute a waiver of the termination.

NOTICE

14 Lessor may serve notice under this lease on Lessee (a) by delivering such notice in writing to Lessee in hand or (b) by mailing such notice to Lessee at the address of the leased property or the last known place of residence of Lessee by registered or certified mail. Lessee may serve notice under this lease on Lessor (a) by delivering such notice in writing to Lessor in hand or (b) by mailing such notice to Lessor at the address disclosed at the beginning of this lease. This paragraph 13 shall not be applicable to notices to pay or quit, to civil warrants, or similar documents required by law to be served by judicial or similar offices.

RULES AND REGULATIONS

15. If the property described in this lease consists of an apartment or apartments or house, Lessee agrees that the following rules and regulations, and any additional reasonable rules or regulations subsequently adopted by Lessor and of which Lessee receives reasonable notice, shall be a part of this lease. Lessee further agrees that any failure by Lessee, or failure by other on the property with consent of Lessee, to fully abide by such rules and regulations may be deemed by Lessor as a default by Lessee and breach of this lease.

- A. The sidewalks, entries, hallways, passages, and stairways shall not be obstructed nor used for any purpose other than ingress and egress to apartments. (no grills, storage units, etc.)
- B. The doors, floors, and windows that reflect or admit light into passageways or into other places in the building shall not be covered or obstructed by Lessee.
- C. No curtains, window shades, or awnings shall be installed by Lessee without approval of Lessor of their style, material, and quality, and any such curtains, shades, or awnings shall be at the expense of Lessee, but they may be removed by Lessee upon termination of this lease.
- D. Use and occupancy of the property by Lessee shall be consistent with the rights, privileges, and welfare of all other lessees, and any noisy, offensive, or dangerous conduct by Lessee or failure of Lessee to observe the rights, privileges, and welfare of all other lessees.

MODIFICATION APPLICABLE LAW, AND SUCCESSORS

17. This lease constitutes the entire agreement among the parties, and it may not be modified or changed except by written instrument executed by Lessor and Lessee. This lease shall be construed, interpreted and applied according to the law of Virginia, and it shall be binding upon and inure to the benefit of the heirs, personal representatives, successor, assignees, and sub lessee of the parties.

IN WITNESS WHEREOF, the individual parties have signed and sealed this lease, and as corporate party or parties have caused it to be signed and their corporate seals to be affixed and attested by their respective duly authorized officers.

LESSOR (or duly authorized agent of Lessor):

John H. Burton
Signature

6-23-04
Date

LESSEE:

Daniel Dunbar
Print Full Name

Daniel Dunbar
Signature

4/29/04
Date

Laura Hartman
Print Full Name

Laura Hartman
Signature

4/29/04
Date

Hua Wang
Print Full Name

Hua Wang
Signature

4/29/04
Date

TAYLOR COBLE
Print Full Name

Taylor Coble
Signature

4/31/04
Date

Daniel H. Weiss
Print Full Name

Daniel H. Weiss
Signature

6/17/04
Date

Alissa Jeanne Spessel

Alissa Jeanne Spessel
Signature

6-17-04
Date