

Cooperative Housing at the University of Virginia  
 1625-B Rugby Avenue  
 Charlottesville, VA 22903  
 EIN: 20-0716824  
 Attachment to Form 1023 - Part II, #10b

This Property will be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status, handicap or elderliness in compliance with all applicable federal and state and local fair housing laws and regulations.

THIS LEASE AGREEMENT is made on May 9, 2003 between Mark Meier (Landlord) through Cooperative Housing at the University of Va. - Steve Polcastro, Laura Hart (Tenant) through Burns Property Management (Listing Broker) and (Leasing Broker). Listing Broker is sometimes hereinafter referred to as "Agent".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Landlord and Tenant(s) agree as follows:

1. SUMMARY OF LEASE AGREEMENT TERMS:

a. Address of Leased Premises: 1125-B Rugby Ave.

b. Term of Lease Begins on July 15, 2003

c. Length of Term is one year

d. Lease Term Ends on July 14, 2004 at 11:00  am  pm.

e. Total Rent Due for full Term Thirteen thousand five hundred Dollars (\$ 13,200.00 ).

f. Monthly Rent to be paid in advance of the first day of each month which is due in monthly installments of One thousand one hundred Dollars (\$ 1100.00 ), without deduction or demand at location Burns Property Management 5102 Browns Gap Pike, Crozet VA 22932, or at such other place designated in writing. Checks or money orders for rental payments should be made payable to Landlord  or Agent . Landlord reserves the right to require that all rental payments be made by certified funds or money order.

g. Description of Premises: Includes range, refrigerator, dishwasher

h. Names of Occupants Other than Tenant \_\_\_\_\_

i. Late Charges will be 35.00 per month if the monthly rental is not received by Landlord  or Agent  on or before the 5th day of each month during the terms of this Lease Agreement.

j. Utilities included in rent None

k. Returned Checks will result in a 25.00 additional charge, other than the late charge specified herein, for each check returned to Landlord  or Agent  for insufficient funds or otherwise.

l. Monies Received from Tenant(s) as follows:

Security Deposit (Deposited with Landlord <input type="checkbox"/> or Agent <input checked="" type="checkbox"/> )	<u>1100.00</u>
Pet Deposit (if applicable)	_____
First Month's Rent	_____
Pro-rated Rent (for period from <u>7/15/03</u> to <u>7/31/03</u> .)	<u>550.00</u>
Pet Rent (if applicable)	_____
Other Charges: specify _____	_____
TOTAL	_____

2. APPLICABLE VIRGINIA LAW. (Check appropriate space.) This landlord tenant relationship is  or is not  within the purview of Chapter 13.2 of Title 55 of the Code of Virginia (1950), as amended, generally known as the Virginia Residential Landlord Tenant Act. If the appropriate space is not designated, the Virginia Residential Landlord Tenant Act will apply to this landlord tenant relationship.

3. REALTOR® DESIGNATED LANDLORD'S AGENT. Landlord hereby appoints Agent, as its authorized Agent, with full and complete authority to engage in all aspects of the business of the management of the Premises, and to act for the Landlord in all respects which relate to this Lease Agreement.

4. SECURITY DEPOSIT. Tenant(s) have deposited the sum specified herein as a security deposit, to secure a complete and faithful performance by Tenant(s) of all terms and conditions of this Lease Agreement, and of the obligations imposed on Tenant(s) by applicable Virginia law.

A. Under the applicable Virginia law, if Tenant(s) default with any provision of the Lease Agreement, Landlord may terminate the Lease Agreement, and may apply all or part of the security deposit to the payment of accrued rent and the amount of any damages which have been suffered, which includes but is not limited to physical damages, appropriate charges to Tenant(s) not previously reimbursed to Landlord, actual damages for breach of the Lease Agreement, attorney's fees and costs. It is the policy of Landlord to apply security deposits to non-rent items first, and then to any unpaid rent. Within thirty (30) days after termination of the

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all terms and conditions of the Lease Agreement and with the applicable Virginia law, Landlord will return to Tenant(s) the security deposit, together with any accrued interest if required by law, within thirty (30) days after termination of the tenancy and return of possession of the Premises to Landlord by Tenant(s). Any interest earned on the security deposit in excess of that amount which Landlord is required by law to pay to Tenant(s) will be retained by Agent to cover administrative costs.

B. Forwarding Address Tenant(s) must provide Landlord written notice prior to vacating the Premises of the forwarding address so that Landlord can forward to Tenant(s) a statement explaining the disposition of the security deposit prior to the end of the 30 day period provided herein. If Tenant(s) fail to give notice of a forwarding address, Landlord will send the security deposit statement to the last known address of Tenant(s), but will retain the security deposit refund, if any, until Tenant(s) notify Landlord of the appropriate address.

C. Multiple Tenant(s) Where more than one Tenant signs this Lease Agreement, a deduction to be made from the security deposit will be joint and several, and Landlord is not liable for any understanding which 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, and forward same to the forwarding address provided to Landlord by written notice as required herein.

D. Check-Out Inspection Under applicable Virginia law, Landlord will make reasonable efforts to provide Tenant(s) with notice of a right to be present at the time of the check-out inspection. Landlord will include in the vacating notice sufficient language to inform Tenant(s) of this right to be present. Tenant(s) must make a written request to Landlord to be present at such an inspection, and Landlord will notify Tenant(s) of the inspection times which will occur within 72 hours of the termination of the tenancy. If Tenant(s) fail to make such a request, or fail to schedule such an inspection, Landlord will proceed to do the check-out inspection without Tenant(s) being present.

E. Setoff Prohibited Tenant(s) have no right to deduct the security deposit from the rental payment for the last month of any term of this Lease Agreement.

F. Landlord's Successor Obligated for Security Deposit If Landlord in any way transfers its interests in the Premises, or if Agent transfers the management of the Premises, to a third party, Agent or Landlord, as the case may be, may transfer the security deposit to the transferee and both are thereafter released from all liability for the return of the security deposit to Tenant(s). If such a transfer occurs, Tenant(s) agree to look to the transferee solely for the return of the security deposit and to release Landlord and/or Agent, as the case may be, from all obligations and liability relating thereto.

G. Damage Addendum (Check appropriate box.)

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(s) for physical damages done to the Premises, with the exception of 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(s) 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(s) during the Term of the tenancy for any damages as may occur.

No Damage Addendum. Landlord reserves the right to assess against Tenant(s) the actual costs of any damages to the Premises or the property grounds, less reasonable wear and tear excepted.

#### 5. RENT.

A. Rent Payments The total rent for the initial Term of this Lease Agreement is as set out in Paragraph 1(e) and (f) of this Lease Agreement. The monthly rental payments are payable in advance, without demand, and in full without proration or setoff, on the first day of each calendar month to Landlord  or Agent , or at such other places as Landlord may designate by advance written notice to Tenant(s).

B. Late Payment If the rental payment is received by Landlord  or Agent , after the fifth (5th) day of any calendar month, a late penalty of 35.00 will be assessed against Tenant(s). 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(s) to recover delinquent rent and possession of the Premises.

C. Returned Checks Landlord reserves the right to require that all monthly installments be made by money order, or certified funds, and to impose a service charge of 25.00 on Tenant(s) for returned private party checks.

6. INSPECTION AND CONDITION OF LEASED PREMISES. The Landlord shall, within five days after occupancy of a dwelling unit, submit a written report to the Tenant(s), for his safekeeping, itemizing damages to the dwelling unit existing at the time of occupancy, which record shall be deemed correct unless the Tenant(s) objects thereto in writing within five days after receipt thereof. If the Tenant(s) prepared the written report of the check-in inspection, the Tenant(s) shall submit a copy to the Landlord, which record should be deemed correct unless the Landlord objects thereto in writing within five days after receipt thereof. If the Landlord and the Tenant(s) prepare the written report of the check-in inspection jointly, both the Landlord and the Tenant(s) shall sign the said written report and receive a copy thereof, at which time the said record shall be deemed correct.

#### 7. USE, OCCUPANCY AND MAINTENANCE.

A. Tenant(s) covenant the Premises will be used only as a dwelling unit and in a manner which will not disturb neighboring tenants and which will not damage the Premises. Tenant(s) will not permit any guests or invitees on or about the Premises to either disturb neighboring tenants or damage such Premises. No persons, other than those named as occupants and Tenant(s) in paragraph 1(h) of this Lease Agreement, may occupy the Premises on a regular basis. For the purpose of this Lease Agreement, occupancy by an unauthorized person for more than seven (7) calendar days consecutively, or fourteen (14) calendar days in any calendar year, without prior written consent from Landlord, will constitute occupation of the Premises on a regular basis and therefore will constitute a violation of this paragraph.

B. No assignments will be permitted under any circumstances. No subleases will be permitted without prior written consent of Landlord.

C. Tenant(s) shall discharge all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the Premises, including plumbing and other fixtures, appliances, and facilities, as clean and safe as their condition permits.

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ant(s) shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities on the Premises. Tenant(s) shall be responsible for any damages caused by Tenant(s)' failure to comply with this requirement. Tenant(s) shall not install or use any other major appliances or equipment on the Premises without prior written permission of Landlord.

D. The tenant shall be responsible for reasonable care of the smoke detector in accordance with Section 55-248.16 Code of Virginia, and for the interim testing and providing written notice to the owner for the repair of any malfunctioning smoke detector. In accordance with Section 55-248.13, Code of Virginia, the owner shall be obligated to provide and pay for service, repair or replacement which must occur within five (5) days of receipt of written notice from the tenant that a smoke detector is in need of repair.

E. Tenant(s) shall comply with any and all obligations imposed upon Tenant(s) by applicable Virginia law.

8. **UTILITIES.** Tenant(s) shall pay any deposits required by utility companies for those utilities not provided by Landlord. Paragraph 1(j) of this Lease Agreement lists the utilities provided by Landlord, which Tenant(s) agree to use in a reasonable manner so as not to commit waste. Landlord is not liable for failure to provide the named utilities, or for interruption of same if such failure or interruption is due to any cause beyond the control of Landlord. Tenant(s) agree to maintain electric service and/or heat in the Premises, as the case may be, throughout the tenancy to prevent any damages from occurring to the Premises.

9. **PERSONAL PROPERTY OF TENANT(S).**

A. All personal property placed in or about the Premises shall be at the sole risk of the Tenant(s) or the parties owning the same, and Landlord shall not be liable for the loss, destruction, theft of, or damage to such property. Landlord strongly encourages Tenant(s) to obtain insurance coverage for their personal property usually referred to as "Renter's Insurance".

B. Renters Insurance. Any items of personal property which are left in or about the Premises, after Tenant(s) vacate the Premises will be considered abandoned property and will be disposed of by Landlord if not claimed by Tenant(s) within the one month period following the termination of tenancy and delivery of possession, provided that Landlord gives Tenant(s) a 10 day notice to the last known address of the Tenant(s), address correction requested.

10. **ACCESS TO THE PREMISES BY REALTOR®/AGENT/LANDLORD AND THEIR DULY DESIGNATED REPRESENTATIVE(S):** REALTOR®/Agent/Landlord, and their duly designated representative(s) may enter the Premises in order to do any one or any of a, b, or c.

A. Upon reasonable notice to Tenant and at reasonable times:

I. Inspect the Premises;

II. Make necessary or agreed repairs, decorations, alterations, or improvements;

III. Supply necessary or agreed services;

IV. Exhibit the Premises to prospective or actual mortgagees, workmen, contractors, appraisers and/or representatives of any Owner's Association.

B. After notice of termination of this lease by REALTOR®/Agent/Landlord or Tenant or ninety (90) days preceding the expiration and the expiration of applicable cure period of the lease term, place a "For Sale" sign upon the premises in addition to a REALTOR® Lockbox and exhibit the premises to prospective and/or actual purchasers, at reasonable times and during reasonable hours or.

C. After notice of termination of this lease by REALTOR®/Agent/Landlord or Tenant or sixty (60) days preceding the expiration of the lease term, place a "For Rent" sign upon the premises in addition to a REALTOR® Lockbox and exhibit the premises to prospective and/or actual lessees, at reasonable times and during reasonable hours.

D. If Tenant(s) refuse to allow or prevent access to the Landlord as provided herein, Landlord may obtain injunctive relief to compel access or may terminate this Lease Agreement. In either case, Landlord may recover actual damages sustained and reasonable attorneys' fees.

E. Tenant(s) shall give Landlord notice of any anticipated extended absence of Tenant(s) from the Premises in excess of seven (7) days. During such absence of Tenant(s), Landlord may enter the Premises at times reasonably necessary to protect the Premises. In the event that Tenant(s) fails to give such notice, Landlord may recover from Tenant(s) any actual damages sustained.

11. **LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT(S).** If Landlord is unable to deliver possession of the Premises to Tenant(s) on the beginning date of this Lease Agreement, through no fault of Landlord, Landlord is not liable to Tenant(s) for any damages other than to rebate any rent paid by Tenant(s) in advance and to return any security deposit which has been paid by Tenant(s). If Landlord cannot deliver possession of the Premises or provide Tenant(s) with a similar residential unit acceptable to Tenant(s) within fifteen (15) days of the beginning date of this Lease Agreement, this Agreement can be terminated by either Landlord, or Tenant(s), by the giving of notice as provided herein.

12. **CASUALTY DAMAGE.** In the event of damage to the Premises by fire or other casualty, Landlord shall repair the same within a reasonable period of time after service upon Landlord of written notice of such damage by Tenant(s). If the Premises or any part thereof is damaged by fire or other casualty to such an extent that the enjoyment of the Premises is substantially impaired, Tenant(s) may immediately vacate the Premises and serve on Landlord a written notice within fourteen (14) days thereafter of the intention of Tenant(s) to terminate this Lease Agreement, in which case this Lease Agreement terminates as of the day of vacating. In the event that Landlord and Tenant(s) cannot agree as to the question of habitability, the decision of the building inspector for the locality where the Premises are located will control in this regard.

13. **CONDEMNATION.** If all, or a substantial part, of 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 Agreement and all rights of Tenant(s) under it shall immediately terminate. The rent shall be adjusted as of the time of such acquisition, but Tenant(s) shall have no claim against Landlord for any value of the unexpired Term, nor shall Tenant(s) be entitled to any part of the condemnation award of purchase price in lieu of such award.

14. **LIABILITY OF LANDLORD/AGENT.** Neither Landlord nor Agent shall 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 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, unless any such injury or damage shall be the result of the deliberate or negligent act of Landlord or Agent, and Tenant(s) shall give prompt notice to Landlord or Agent of any of the foregoing occurrences, however caused.

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Tenant(s) shall not keep pets on the premises without the prior written consent of the Landlord. Should this consent be given, Tenant(s) acknowledge that such consent may be revoked if there are any complaints. Tenant(s) further agree to assume all liability responsibility for any and all damage caused by said pet(s) including, but not limited to, cost of having all carpeting cleaned by a professional carpet cleaner and/or repaired or replaced, to pay the cost of having the Premises de-flea and de-ticked by a professional exterminator at the termination of occupancy and to provide paid receipts of such service. Consent is hereby granted to keep the following pet(s) on the Premises:

Number None  
Type \_\_\_\_\_  
Name \_\_\_\_\_  
Description \_\_\_\_\_

An additional deposit of \$ \_\_\_\_\_ is hereby made by Tenant(s) to guarantee his obligation concerning pet(s). Be it further understood and agreed that should these monies not be sufficient to satisfy claims under this paragraph, the Landlord may use funds deposited as the Security Deposit shown above.

No pets of any kind will be allowed to be kept or maintained in or about the Premises without the execution of the "Pet Addendum" which is attached hereto.

**16. REPRESENTATIONS IN RENTAL APPLICATION.** The Lease Agreement was entered into based upon the representations of Tenant(s) contained in the Rental Application. If any of those representations are found to be misleading, incorrect or untrue, Landlord may immediately terminate this Lease Agreement and notify Tenant(s) to vacate the Premises.

**17. FINANCIAL RESPONSIBILITY.** If the Landlord is required to pay money or other consideration to Tenant(s), Tenant(s) agree that such financial obligation(s) will be satisfied solely from the Landlord's estate and interest in the Premises, and the real estate upon which the said Premises are situated, and the improvements of which it is part, or the proceeds thereof, so that Landlord, will incur no individual liability for such financial obligations.

**18. NOTICE.** All notices shall be in writing and will be given by regular mail, with the party giving notice retaining a certificate of mailing which may be a U.S. Postal Certificate of Mailing, or may be a certificate on the notice itself, or by hand delivery with the party giving the notice retaining proof of delivery of the notice which may be a certificate on the notice itself. Hand delivered notices shall be delivered in accordance with Chapter 8 of Title 8.01 of the Code of Virginia (1950), as amended.

**19. MILITARY.**

A. Any Tenant(s) who are members of the armed forces of the United States or a member of the Virginia National Guard serving on full-time duty or as Civil Service technicians with a National Guard unit may, through the procedure detailed in subsection B and C of this paragraph, terminate this Lease Agreement if the member (i) has received permanent change of station orders to depart thirty-five miles or more (radius) from the location of the dwelling unit; (ii) has received temporary duty orders in excess of three months' duration to depart thirty-five miles or more (radius) from the location of the dwelling unit; (iii) is discharged or released from active duty with the armed forces of the United States or from his 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. Tenants who qualify to terminate a Lease Agreement pursuant to subsection A shall do so by serving on Landlord a written notice of termination to be effective on a date stated herein, said date to be not less than thirty days after receipt of the notice. The termination date shall be no more than sixty 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, the Tenant(s) shall furnish Landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from the Tenant(s)' commanding officer.

The final rent shall be prorated to the date of termination and shall be payable at such time as would have otherwise been required by the terms of the Lease Agreement, together with any liquidated damages due pursuant to subsection C of this section.

C. In consideration of early termination of the Lease Agreement, Landlord may require that Tenant(s) pay to Landlord liquidated damages in an amount no greater than:

1. One month's rent if the Tenant(s) have completed less than six months of the tenancy as of the effective date of termination, or
2. One-half of one month's rent if the Tenant(s) have completed at least six months of the tenancy as of the effective date of termination.

D. The limitation upon the amount of the security deposit that may be retained by Landlord under the "sliding scale" provisions described in this paragraph applies only to the maximum amount which may be retained by Landlord because of Tenant(s)' early termination of this Lease Agreement under any of the events set out in this military clause. It in no way otherwise limits the amount of the security deposit that Landlord may retain under the terms of Paragraph 3 of this Lease Agreement, including, but not limited to the surrendering of the Premises in good condition, reasonable wear and tear expected.

**20. CANCELLATION.** Landlord or Tenant(s) may terminate this Lease Agreement effective at the end of the initial term of this Agreement or at the end of any subsequent term, upon written notice given to the other party at least 60 days prior to the effective date of such termination. Notice to Cancel must be given prior to the first day of a month in order to cancel the Lease Agreement 2 month(s) following the first day of the said month. Tenant(s), in addition to providing sufficient notice to Landlord of an intention to terminate, must be current in rental payments; must surrender possession of the Premises 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(s), in accordance with the schedule for physical damages contained in the Damage Addendum, other provisions of this Agreement, or as Landlord shall see fit. If no such Notice to Cancel is given, the term of this Lease Agreement shall be extended for

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accordance with any other applicable provision of this Lease Agreement, or in accordance with applicable Virginia law.

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

A. Material Noncompliance by Tenant(s) Failing to Pay Rent When Due The Tenant(s)' rent is due and payable on the first (1st) day of each calendar month. If Tenant(s) fail to pay such rent after Landlord has served a five (5) day material noncompliance notice for failure to pay rent, or pay or quit notice as applicable, Tenant(s) are in default, and Landlord may terminate this Lease Agreement in accordance with law.

B. Material Noncompliance by Tenant(s) Which Can Be Remedied Within 21 Days If Tenant(s) commit this type of material noncompliance, Landlord may serve on Tenant(s) a material noncompliance notice stating that if Tenant(s) do not remedy the specified noncompliance(s) within twenty-one (21) days, if the noncompliance(s) be remediable at all, Landlord will terminate this Lease Agreement in thirty (30) days.

C. Repeat Violations If Tenant(s) have been served with a prior written notice which required Tenant(s) to remedy a breach, and Tenant(s) remedied such breach, where Tenant(s) intentionally commit a subsequent breach of a like nature as the prior breach, Landlord may serve on Tenant(s) a thirty (30) day termination notice. Such notice must make reference to the prior breach of a like nature and state that the Lease Agreement will terminate in thirty (30) days for the reasons stated therein without allowing Tenant(s) an opportunity to remedy such subsequent breach.

D. Nonremediable Violations If Tenant(s) commit material noncompliance which is not remediable, Landlord may serve on Tenant(s) a termination notice stating that the Lease Agreement will terminate in thirty (30) days for the reasons stated therein without allowing Tenant(s) an opportunity to remedy such breach. If a breach of Tenant(s)' obligations under the Virginia law, or the Lease Agreement, involves or constitutes a criminal or willful act, which is not remediable and which poses a threat to health or safety, Landlord may terminate the Lease Agreement immediately by giving of an appropriate written notice.

E. Material Noncompliance by Tenant(s) Which Can Be Remedied By Repairs, Cleaning, or Replacement If Tenant(s) commit a material noncompliance which could be remedied by repair, cleaning or replacement, Landlord may place Tenant(s) on notice that Landlord is going to make the repair, cleaning or replacement on a certain date, and that the itemized bill for same will be submitted to Tenant(s) as an obligation and due and payable within thirty (30) days, or such other time period as Landlord may specify in a written notice to Tenant(s). If such obligation is not paid in a timely fashion as provided in the written notice to Tenant(s), such obligation becomes due as additional rent payable at the next rent due date.

F. Acceptance of Rent With Reservation Unless Landlord accepts the rent with reservation, and gives a written notice to Tenant(s) of such acceptance, acceptance of periodic rental payments with knowledge of a material noncompliance, or default, by Tenant(s) constitutes a waiver of the Landlord's right to terminate Lease Agreement. If Landlord has given Tenant(s) written notice that the periodic rental payments have been accepted with reservation, Landlord may accept full payment of all rental payments, damages and other fees and still be entitled to receive an order of possession terminating the Lease Agreement. Any rental payment received after judgement and possession has been granted to Landlord against Tenant(s), but prior to eviction, will be accepted with reservation, and will be applied to the judgement amount, including the late charges, applicable costs and attorneys fees, but will not affect the pending eviction pursuant to the order of possession granted by a court of competent jurisdiction. Further, the acceptance of the said amount with reservation in no way creates a new landlord/tenant relationship with Tenant(s).

G. Remedies Available to Landlord Upon Termination of Lease Agreement Upon termination of the Lease Agreement, Landlord may proceed to obtain possession of the Premises by the filing of an unlawful detainer summons in a court of competent jurisdiction, and in addition, seek a money judgement for any physical damages there may be to the Premises. Landlord may further, seek a money judgement for any actual damages sustained as a result of Tenant(s)' default and breach of the Lease Agreement, as provided by Virginia law. Upon termination of the Lease Agreement, Landlord may treat the security deposit as provided in other provisions of this Lease Agreement, appropriate addenda hereto, and applicable Virginia law.

22. **WAIVING OF BREACH NOT GENERAL WAIVER.** If Landlord waives a noncompliance or breach by Tenant(s) with the Lease Agreement, or with the law, such waiver shall not be interpreted as a waiver of any subsequent breach of noncompliance or breach, and this Lease Agreement shall continue in full force and effect.

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

24. **SEVERABILITY.** If any provisions of this Lease Agreement are violative of the law or equity, it is agreed that the remaining provisions are in full force and effect.

25. **DISCRIMINATION.** Landlord and Agent do not discriminate against Tenant(s) in the provisions of services, or in any other manner, on the basis of race, color, religion, sex, national origin, familial status, elderliness, or handicap.

26. **REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION.** For purposes of this Lease Agreement, if Tenant(s) noncompliance with the Lease Agreement, or the law, causes Landlord to employ an attorney at law, Tenant(s) agree to pay a reasonable attorney's fee, as well as all costs of collection recoverable under Virginia law.

27. **RULES AND REGULATIONS.** Tenant(s) shall abide by all existing Rules and Regulations of Landlord, applicable to the Premises, and by such other rules and regulations which may be imposed from time to time by Landlord. Tenant(s) acknowledge that he or she has read such existing Rules and Regulations, a copy of which is attached to and made a part of this Lease Agreement. Tenant acknowledges that any violation of the Rules and Regulations by Tenant(s) or others on the Premises with the consent of Tenant(s) shall be considered a material noncompliance or breach of this Lease Agreement for which Landlord shall be entitled to appropriate relief under Virginia law.

28. **HOLDOVER TENANT(S).** If the vacating date has past, due to a termination of the Lease Agreement, or otherwise, and Tenant(s) remain in possession of the Premises, Tenant(s) are liable for the damages sustained by Landlord by the Tenant(s) holding over including but not limited to storage, hotel, meals, mileage, etc., payable to the new Tenant(s), or at Landlord's election, a rate of 4200 per day for each day after the vacating date Tenant(s) stay in possession of the Premises, as well as for the payment of the fair market rent as determined by computing the prorata rental for the lease Premises multiplied by the number of days which Tenant(s) hold over.

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Landlord \_\_\_\_\_ Tenant SAR [Signature] M

- A.  Landlord and Tenant confirm that in connection with this transaction, the Listing Broker and the Leasing Broker, and their salespersons, have acted on behalf of Landlord as Landlord's representatives.
- B.  Landlord and Tenant confirm that in connection with this transaction, the Listing Broker and its salespersons have acted on behalf of Landlord as Landlord's representative, and the Leasing Broker and its salespersons have acted on behalf of Tenant as Tenant's representative.
- C.  The Listing Broker and its salespersons are acting on behalf of both the Landlord and Tenant as disclosed dual representatives. An executed Disclosure of Dual Representation is attached.
- D.  The Principal or supervising Broker has designated \_\_\_\_\_ to represent Landlord in the transaction and \_\_\_\_\_ to represent Tenant in the transaction. \_\_\_\_\_, the Principal or supervising Broker, is acting on behalf of both Landlord and Tenant as a disclosed dual representative. An executed Disclosure of the Use of Designated Representatives is attached.
- E.  Landlord and Tenant also confirm that the disclosure of and consent to the brokerage relationships described in subparagraph C or D above were made prior to the time the offer to lease was made by Tenant and delivered to Landlord.
- F. The duties of real estate licensees in Virginia are set forth in Section 54.1-2130 et seq. of the Code of Virginia and in the regulations of the Virginia Real Estate Board. In addition to the information contained in this disclosure pertaining to brokerage relationships, there may be other information relevant to the transaction which may be obtained from other sources.

**30. MODIFICATION, APPLICABLE LAW AND SUCCESSORS.** This Lease Agreement constitutes the entire agreement among the parties, and it may not be modified or changed except by written instrument executed by Landlord and Tenant(s). This Lease Agreement shall be construed, interpreted and applied according to Virginia law and it shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, assignees, and sublessees of the parties.

**31. APPLICATION:** This lease is entered into based upon information given by Tenant on attached application which becomes a part of this Lease. Tenant must advise Owner and Agent in writing of any changes to said application information.

**32. FEE.** In consideration of the services of Agent in procuring this Lease Agreement and as a covenant running with the land, Landlord agrees (i) to pay Agent a fee equal to 7% during (a) the initial Term of this Lease Agreement and all renewals or extensions hereof, or (b) the initial Term of this Lease Agreement and all renewals or extensions hereof, or extended terms of any new lease of the Premises, or any part thereof, or any other Premises in the building of which the Premises is a part leased in addition to, or in substitution for the Premises, between Landlord, its successors or assigns, and Tenant(s), any successors or assigns of Tenant(s), or any entity in which Tenant(s) (or any officer, director or partner of Tenant(s), if Tenant(s) is a corporation or partnership) may have an interest as a stockholder, partner, beneficial owner, lender of money or otherwise, (ii) that no sale, transfer, assignment, cancellation or release of this Lease Agreement, the Premises, or the building of which the Premises is a part shall affect Agent's right to receive the fee as set forth above; and (iii) the Agent is hereby granted a lien on the Premises, and the building of which the Premises is a part, to secure payment of the fee due hereunder. Unless otherwise agreed by Landlord and Agent in writing, Agent shall use its best efforts to collect rent on behalf of Landlord and promptly remit such rent to Landlord, less the amount of the fee. In the event of default by Landlord in the terms of this paragraph, or if this Lease Agreement is terminated by Tenant(s) by reason of a default by Landlord, then the fee which would have been earned by Agent during the Term of this Lease Agreement shall be immediately due and payable by Landlord to Agent at Agent's option.

**33. AGENT'S FEE ON SALE OR EXCHANGE.** In consideration of the negotiation of this Lease Agreement and handling or management of the Premises by Agent Landlord agrees to pay Agent a fee of 6% if during the Term or an additional Term of this Lease Agreement, or within one hundred twenty (120) days after expiration of this Lease Agreement, Landlord shall sell the Premises to Tenant(s) or exchange it with Tenant(s) for other property of any kind and wherever located.

**34. NOTICE TO TENANT(S):** Tenant(s) should exercise whatever due diligence tenant(s) deems necessary with respect to information on any sexual offenders registered under Chapter 23 (sec. 19.2-387 et seq.) of Title 19. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or [www.state.va.us/vsp/vsp.html](http://www.state.va.us/vsp/vsp.html).

**35. LEAD-BASED PAINT.** This paragraph applies only if the building in which the premises is located was built prior to 1978 and is not exempt from the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and regulations promulgated pursuant thereto.

Attached to this Lease and made a part hereof by this reference is a fully executed "Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Based Paint Hazards".

**36. OTHER SPECIFIC PROVISIONS:** Tenant responsible for yard work - see addendum

IN WITNESS WHEREOF, the individual parties have signed this Lease Agreement, as of the duties indicated below:

_____	_____	(SEAL)	
Date	LANDLORD		
_____	_____	(SEAL)	
Date	LISTING BROKER		
<u>5-27-03</u>	<u>[Signature]</u>		
_____	_____	(SEAL)	
Date	LEASING AGENT		
<u>13 MAY 03</u>	<u>[Signature]</u>		
_____	_____	(SEAL)	X
Date	TENANT		
Social Security #	<u>134-64-3307</u>		
_____	_____	(SEAL)	X
Date	TENANT		
<u>13 May 03</u>	<u>[Signature]</u>		<u>[Signature]</u> 6/2/03
Social Security #	<u>404-17-1529</u>		<u>203-66-4343</u>

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