

**SHORT-TERM & LONG-TERM RENTAL PROTOCOL  
OF THE  
CALMES NECK PROPERTY OWNERS ASSOCIATION, INC.**

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Adopted by the Board on January 29, 2023, and amended by the Board on March 9 and May 8, 2024, and March 30, 2025.

WHEREAS, pursuant to Article III of the Calmes Neck Property Owners Association, Inc. (CNPOA) Articles of Incorporation, the CNPOA has empowered the Board of Directors (Board) to enforce the applicable covenants (Covenants) and the Rules for Common Areas of the CNPOA (Rules).

WHEREAS, the Covenants include, collectively, the following: (1) Calmes Neck Estates Independent Lots (CNE IL) Covenants; (2) Calmes Neck Estates Subdivision (CNES) Covenants; (3) Burwell-van Lennep Foundation (B-vLF) Covenants; (4) Blue Yonder Subdivision (BYS) Covenants; and (5) River Glen Subdivision (RGS) Covenants.

WHEREAS, on February 15, 2022, the Clarke County Board of Supervisors approved TA-21-03, an ordinance (Ordinance) governing the requirements of short-term rentals in Clarke County, which Ordinance became effective on August 15, 2022.

WHEREAS, pursuant to the Ordinance, a Short-term Rental, defined herein and in the definitions, as a rental for less than 30 days.

WHEREAS, pursuant to the Covenants, Short-term Rentals are prohibited under the and CNE IL, BYS, and B-vLF Covenants.

WHEREAS, submission to and approval/renewal by the Board is required for Short-term Rentals on RGS lots.

WHEREAS, approval/renewal of businesses, including Short-term Rentals, on lots under the CNES Covenants, Covenant 1(a), also requires submission to and approval by the Board.

WHEREAS, pursuant to the Terms of Use of the CNPOA website, the CNPOA broadcast e-mails, CNPOA Community Directory, or forums are not for private business purposes, which would include advertising Short-term Rentals through CNPOA broadcast e-mails.

WHEREAS, it is the position of the Board that Short-term Rentals are not in the best interest of the CNPOA or the Calmes Neck community, because (a) they are not consistent with the security, peace, and tranquility of the community, which is embodied in the Governing Documents of the CNPOA, including the applicable Covenants and the CNPOA Articles of Incorporation; and (b) they present potential fire and safety risks, given (i) the risk of Short-term Renters who are unfamiliar with driving the unlit road at night or during challenging road and/or weather conditions, and (ii) the limitations of police, fire, and EMS response and service, due to the remote location of the community. Notwithstanding the submission of all documentation required by this Short-term Rental Protocol (Protocol), the Board may still exercise its discretion to deny approval and/or annual renewal.

IT IS HEREBY RESOLVED THAT this Protocol establishes (1) the procedures and documentation required in submissions to the Board; (2) procedures for Board consideration of such Short-term and Long-term Rental submissions; (3) procedures for enforcement of violations; and (4) due process and consistency of enforcement.

## **Section I. Definitions**

**Authorized Users** shall mean the following categories of users: (a) Members, in good standing, who pay a full assessment to the CNPOA; (b) Non-member Owners who pay a full assessment (pursuant to CNPOA Article IV(8)); and/or (c) Tenants of the foregoing **who pay the additional annual user fee**. Members or Non-member Owners who are not in good standing or who do not pay a full assessment will not be considered Guests of Authorized Users. Family members of Authorized Users may use the Recreation Area without being accompanied by an Authorized User, but such family members do not hold the Easements defined in the Articles.

**Board** shall mean the Board of Directors of the CNPOA.

**CNPOA** shall mean the Calmes Neck Property Owners Association, Inc., a non-stock corporation, which was incorporated, pursuant to Code of Virginia § 13.1-801, *et. seq.*, on November 4, 1993.

**Common Areas** shall mean the areas owned and/or maintained by the CNPOA. The Common Areas include the CNPOA Roads (sections within CNES), Recreation Area, and Security Gate.

**Covenants** shall mean the applicable covenants under the CNPOA, as follows: (a) CNE IL Covenant 2(a), pursuant to which businesses of any kind are prohibited on the property; (b) CNES Covenant 1(a), pursuant to which no businesses are permitted on the lot without written permission of the Board; (c) B-vLF, pursuant to which, because there are no dwellings on the property, Short-term Rentals are prohibited; (d) BYS Covenant 3(b), pursuant to which businesses which advertise or are open to the public are prohibited; and (e) RGS Disputed 2020 Covenants, pursuant to which there are limited restrictions, and to which the Ordinance still applies.

**Good Standing** shall mean an Owner (a) who is current on their obligation to pay an Annual Assessment to the CNPOA, (b) who complies with the Governing Documents and ensures that their family members, Guests, pets, invitees, and Tenants also comply, and (c) who has not been prohibited by the Due Process Protocol from using the Recreation Area.

**Governing Documents** shall include the following (a) applicable Protective Covenants, (b) Articles, (c) Bylaws, (d) Rules, (e) Due Process Protocol, (f) Short-term & Long-term Rental Protocol, (g) Terms of Use for Website and Broadcast E-mail Lists, (h) Roads, Gate plans, policies, and programs, (i) Plater Settlement Agreement, and (j) applicable CNES Rules and Regulations.

**Guest** shall mean a Person, defined below, who, by invitation or permission of an Authorized User, has been granted use of the Recreation Area, but only if accompanied by the Authorized User or a family member of the Authorized User, as set forth in the Rules. Short-term Renters, defined below, will not be considered Guests, for any reason.

**Member** shall mean the person who, by virtue of a recorded deed (a) in CNES, is automatically a Member of the CNPOA, or (b) in CNE IL, B-vLF, BYS, and RGS, and voluntarily becomes a Member of the CNPOA.

**Non-member Owner**, for purposes of these Rules, shall mean the person who, by virtue of a recorded deed in CNE IL, B-vLF, BYS, RGS, and MacDougall Tract has a covenant obligation to pay an assessment to the CNPOA and/or has an easement for the Recreation Area, but chooses not to be a Member of the CNPOA.

**Owner**, for purposes of this Protocol, shall mean the Person who, by virtue of a recorded deed in CNE IL, CNES, B-vLF, BYS, and RGS has a covenant obligation to pay an assessment to the CNPOA and/or has an easement for the Recreation Area.

**Person** shall mean a natural person(s), corporation, limited liability corporation, limited liability partnership, partnership, trust, or other entity.

**Recreation Area** shall mean the 9.993 acres owned by the CNPOA, pursuant to a deed, dated February 21, 1994, from Richard C. Plater, Jr. to the CNPOA and recorded in Deed Book 242/ Page 14, and for which Owners have Easements.

**Rules** shall mean the Rules for Common Areas of the CNPOA, adopted by the members on May 21, 2011, most recently amended by the Board on January 29, 2023, and posted on the CNPOA website.

**Short-term Rental** shall mean a rental of a dwelling of an Owner for a period of less than 30 days, as contrasted with a Long-term Rental Lease. **Short-term renters are expressly prohibited from using the Recreation Area.**

**Short-term Renter** shall mean a renter or transient visitor for a period of less than 30 days, as contrasted with a Tenant who resides in the dwelling of an Owner pursuant to a Long-term Rental Lease. **Pursuant to the Rules, Short-term Renters are not considered Guests of the Owner and are expressly prohibited from using the Recreation Area.**

**Tenant** shall mean a person who, by virtue of a Long-term Rental (30 days or more) Lease of the property of a Member or Non-member Owner, has paid the additional annual user fee, and has been granted use of the Recreation Area. For purposes of this definition, a renter for a period of less than 30 days shall not be considered a Tenant, but a Short-term Renter.

**Violation** shall mean non-payment of assessments/charges/fines/fees, violations of Governing Documents, violations of the Rules for Common Areas of the CNPOA; and/or the Owner or Tenant of a rental, either short or long-term, in a dwelling under the Covenants over which the CNPOA has enforcement authority has not submitted the required documentation for approval/renewal by the CNPOA and/or the Clarke County governing authorities or does not comply with ALL the terms set forth in this Protocol and the Governing Documents.

## **Section II. Submission**

Each Owner who seeks to rent their dwelling on a short-term basis must submit to the Board the form set forth in Appendix A. This submission must be executed by the Owner requesting to short-term rent. Among the requirements for approval/renewal are the submission of the complete documentation set forth in Section III and Appendices B and C. The Owner must submit renewal documentation annually.

Each Owner who seeks to rent their dwelling on a long-term basis must submit the contact information for the Tenant, VRLTA Lease (Appendix D), and payment of the additional annual user fee.

### **Section III. Documentation**

Each request for approval/renewal of a Short-term Rental must be accompanied by the documentation set forth in Appendices B and C, along with the submission set forth in Section II and Appendix A. The Owner must submit renewal documentation annually.

Each request for approval/renewal of a Tenant to be issued gate #Entry Codes, Devices (entry cards and remote controls), and Parking Permits (hang tags (displays Tenant's name), decals, and stickers), and granted rights to use the Recreation Area must include the contact information for the Tenant, submission of the VRLTA Lease (Appendix D), and payment of the additional annual fee.

### **Section IV. Approval/Renewal**

Each submission, along with accompanying documentation, shall be given due consideration by the Board through e-mail or at a properly noticed meeting of the Board. Notwithstanding the submission of the complete documentation required by this Protocol, the Board has discretion to disapprove. Approval/renewal will not be forthcoming without proper submission and complete documentation. If a property sells, approval/renewal will not convey to a new Owner. The Board, at its discretion, may review prior approvals/renewals periodically and require a new submission. For annual approval/renewal, the Owner must submit renewal documentation annually.

It is the position of the Board that Short-term Rentals are not in the best interest of the CNPOA.

Pursuant to the Ordinance the following are expressly prohibited: (a) provision of meals to transient renters; (b) commercial public assembly activities such as special events, live music, weddings, meetings, conferences, and reunions; and (c) other gatherings of persons that are not transient renters or residents of the single-family dwelling, minor dwelling, or tenant house being used for short-term residential rental activity.

### **Section V. LONG-TERM RENTAL**

**Your property is subject to** the Virginia Residential Landlord and Tenant Act (VRTLA) and the Governing Documents of the CNPOA should you decide to operate a Long-term Rental, 30 days or more. **Tenants shall have the right to use the CNPOA Common Areas provided that the Tenant pays the additional annual user fee based on the annual assessment, to be determined by the CNPOA.** The Governing Documents prohibit the transfer of the Owner's gate #Entry Codes, Devices (entry cards and remote controls), and Parking Permits (hang tags (displays Owner's name), decals, and stickers) for the use by new Owners/Tenants or Short-term Renters. This means that the Owner must provide the CNPOA a copy of the Lease and contact information for the Tenant so that #Entry Codes, Devices (entry cards and remote controls), Parking Permits (hang tags (displays Tenant's name), decals, and stickers) can be issued.

Pursuant to the VRTLA Lease, Tenants must obey the Rules for Common Areas of the CNPOA which are available to the Tenant. Tenant's failure to comply with the requirements and/or rules and regulations of the CNPOA shall constitute a breach of Lease. Tenant shall pay all costs incurred to cure such a breach. The Lease grants Tenant the right to use the CNPOA Common Areas for the Lease term, provided that Tenant pays the additional user fees. The Landlord agrees to submit the necessary forms for the Tenant to obtain or use the CNPOA recreation facilities and services.

If the Owner does not comply, the Board will follow the procedures set forth in Section V.

## **Section VI. Violation & Enforcement**

The Board has sole authority over this Protocol, including authority to approve/renew or disapprove Short-term or Long-term Rental submissions. If an Owner undertakes a Short-term or Long-term Rental without proper submission, documentation, or approval/renewal, or does not comply with ALL the terms set forth in this Protocol, the Board shall have sole enforcement authority.

Enforcement authority shall include among the following: (a) providing notice and opportunity to resolve the issues; (b) meeting with the Owner to try to resolve the issues; (c) requesting that the Owner discontinue renting and advertising their Short-term or Long-term Rental; (d) rescinding prior permission given under CNES Covenant 3.1; (e) denying future Short-term or Long-term Rental requests, until compliance is shown; (f) following the Due Process Protocol to prohibit the Owner from the Recreation Area until they comply; (g) following the Due Process Protocol hearing, impose fines if issues are not resolved: \$50 for one (1) time offense, \$10 per day for a continuous offense, up to \$900 annually; (h) reporting the Owner and/or filing a complaint with the County/booking service; and (i) pursuing legal action to enjoin Owner from renting short-term or for breach of Long-term Rental Lease.

**Appendix A**

**SHORT-TERM RENTAL SUBMISSION & APPROVAL**

Date: \_\_\_\_\_ Business Name: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot(s): \_\_\_\_\_

Short-term Rental Address: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Owner's E-mail: \_\_\_\_\_ Owner's Cell: \_\_\_\_\_

Owners of Record: \_\_\_\_\_

Owners of Record Signature(s): \_\_\_\_\_

Signatures of all Owners of record are required. Such signatures will constitute an agreement to comply with ALL the terms set forth by the CNPOA, this Protocol, and the County, including, but not limited to the following:

- (a) no customers/business clients will be considered Guests for any reason;
- (b) no advertising of the Recreation Area;
- (c) no Short-term Renters at the Recreation Area (see Rule 1.2 below);

1.2 For purposes of these Rules, short-term renters or transient visitors (renting for less than 30 days) are neither Tenants nor Guests/invitees, but are business clients of the Authorized User from whom they rent, and are prohibited from using the Recreation Area and will be asked to leave.

- (d) no use of the CNPOA broadcast e-mail list to solicit assistance for your clients for i.e., vehicle/other client trouble, snow/tree removal on your driveway or property, etc.;
- (e) agree to post in house rules: no use of the roads for walks, hikes, or other activities, except for ingress and egress to and from the property in an automobile or other street legal motor vehicle;
- (f) agree to a home visit from the Board to review documents and requirements set forth in this Protocol prior to approval//renewal and as deemed necessary by the Board;
- (g) agree to request a new temporary gate #Entry Code for each new Short-term Renter (requests shall be made at least 24 hours in advance); and  
[Note: Transfer of the Owner's #Entry Codes, Devices (entry cards and remote controls), Parking Permits (hang tags (displays Owner's or Tenant's name), decals, and stickers) for use by new Owners/Tenants or Short-term Renters is prohibited.]
- (h) agree to continue to comply and submit documentation set forth in Appendices B and C.

**ACTION TAKEN (for use of the Association)**

Date Board Received: \_\_\_\_\_

Date Board Approved: \_\_\_\_\_

Date Board Denied: \_\_\_\_\_

Comments or Additional Information: \_\_\_\_\_

Special Conditions: \_\_\_\_\_

President's Signature: \_\_\_\_\_

**Calmes Neck Property Owners Association, Inc.** (Please make a copy for your records.)

## Appendix B

### **SHORT-TERM RENTAL APPROVAL DOCUMENTATION**

#### **COUNTY SHORT-TERM RENTAL ZONING PERMIT & BUSINESS LICENSE**

(See TA-21-03 Ordinance at [www.clarkecounty.gov/government/misc-pages/search?q=short-term](http://www.clarkecounty.gov/government/misc-pages/search?q=short-term).)

1. Provide documentation of compliance from the County of the following:
  - (a) maximum occupancy limits of \_\_\_\_\_ based on the County's sewage disposal permit;
  - (b) compliance with the onsite sewage disposal requirements:
    - copy of application for Short-term Residential Rental Zoning Permit (date County approved: \_\_\_\_\_)
    - upgrade system if necessary (date County approved: \_\_\_\_\_)
    - maintain system for life of use;
  - (c) compliance with applicable building code requirements;
  - (d) copy of business license (date County approved: \_\_\_\_\_);
  - (e) continued and full compliance includes submitting renewed business license annually by the County deadline, March 1; and
  - (f) how are you paying County taxes: (1) booking service(s) calculate(s) and pays \_\_\_\_\_, (2) booking service(s) calculate(s) and you pay \_\_\_\_\_, or (3) you calculate and pay \_\_\_\_\_?

#### **PROOF of LIABILITY INSURANCE**

2. Provide proof of adequate liability insurance. Continued and full compliance includes submitting proof of liability insurance renewal annually. (date of insurance renewal: \_\_\_\_\_)

#### **LISTING AGENCY CONTRACT**

3. Provide a copy of the contract with listing agency.

#### **ADVERTISEMENT**

4. Provide a copy of advertisement(s) or hyperlink(s) (\_\_\_\_\_), with and/or by the following:
  - (a) Airbnb;
  - (b) Vrbo;
  - (c) other rental venues and/or forms not listed above;
  - (d) word of mouth (written statement); and
  - (e) If you use Airbnb, Vrbo, or other rental venues, will you rent to repeat clients or other "special" clients directly bypassing the rental venue? \_\_\_\_\_ Yes \_\_\_\_\_ No

[Note: Advertising Short-term Rentals through the CNPOA broadcast e-mails, CNPOA Community Directory, or forums is prohibited.]

#### **AGREEMENT TO COMPLY**

5. All Owners of record must sign this application and agree to comply with ALL the terms set forth by the CNPOA, this Protocol, and County, including, but not limited to, the following:
  - (a) no customers will be considered Guests for any reason;
  - (b) no advertising of the Recreation Area;
  - (c) no Short-term Renters at the Recreation Area;
  - (d) no use of the CNPOA broadcast e-mail list to solicit assistance for your clients for i.e., vehicle/other client trouble, snow/tree removal on your driveway or property, etc.

6. Agree to post the "house rules" within all advertisements and post conspicuously inside the rental: no use of the roads for walks, hikes, or other activities, except for ingress and egress to and from the property in an automobile or other street legal motor vehicle; and
7. Agree to a home visit from the Board to review documents and requirements set forth in this Protocol to be approved/renewed and as deemed necessary by the Board.
8. The CNPOA will require the Owner to request a new temporary gate #Entry Code for each new Short-term Renter. Requests shall be made at least 24 hours in advance.  
[Note: Transfer of the Owner's #Entry Codes, Devices (entry cards and remote controls), Parking Permits (hang tags (displays Owner's or Tenant's name), decals, and stickers) for use by new Owners/Tenants or Short-term Renters is prohibited.]
9. Agree to continue to comply and submit documentation set forth in Appendix B and C.

### **INCOMPLETE SUBMISSION & DOCUMENTATION**

10. Without the above submission and continued documentation, Short-term Rentals will not be approved/renewed.

### **UNAPPROVED SHORT-TERM RENTALS OR SHORT-TERM RENTALS WITH VIOLATIONS**

11. If Owners do not comply, the Board will consider the following steps:
  - (a) providing notice and opportunity for Owner to resolve the issues;
  - (b) meeting with the Owner to try to resolve the issues;
  - (c) requesting that the Owner discontinue renting and advertising their Short-term Rental;
  - (d) rescinding prior permission given under CNES Covenant 3.1;
  - (e) denying future Short-Term Rental requests, until compliance is established;
  - (f) following the Due Process Protocol to prohibit the Owner from the Recreation Area until they comply;
  - (g) following the Due Process Protocol hearing, impose fines if issues are not resolved: \$50 for one (1) time offense, \$10 per day for a continuous offense, up to \$900 annually;
  - (h) reporting the Owner and/or filing a complaint with the County/booking service; and
  - (i) pursuing legal action to enjoin Owner from renting short-term.

### **VIOLATION & ENFORCEMENT**

The Board has sole authority over this Protocol, including authority to approve/renew or disapprove Short-term or Long-term Rental submissions. If an Owner undertakes a Short-term or Long-term Rental without proper submission, documentation, or approval/renewal, or does not comply with ALL the terms set forth in this Protocol, the Board shall have sole enforcement authority.

Enforcement authority shall include among the following: (a) providing notice and opportunity to resolve the issues; (b) meeting with the Owner to try to resolve the issues; (c) requesting that the Owner discontinue renting and advertising their Short-term or Long-term Rental; (d) rescinding prior permission given under CNES Covenant 3.1; (e) denying future Short-term or Long-term Rental requests, until compliance is shown; (f) following the Due Process Protocols to prohibit the Owner from the Recreation Area until they comply; (g) following the Due Process Protocol hearing, impose fines if issues are not resolved: \$50 for one (1) time offense, \$10 per day for a continuous offense, up to \$900 annually; (h) reporting the Owner and/or filing a complaint with the County/booking service; and (i) pursuing legal action to enjoin Owner from renting short-term.

**Appendix C**

**SHORT-TERM RENTAL ANNUAL RENEWAL DOCUMENTATION**

As of March 9, 2023 Board Meeting

The Board’s annual renewal of your Short-term Rental will be contingent upon the Owner’s (a) timely payment of their full annual assessment and (b) continued and full compliance with ALL the terms set forth in this Protocol, including, but not limited to, NO violations, and (c) submission of a renewed business license (No later than March 1) and liability insurance renewal annually (It is the Owner’s responsibility to know the date the insurance policy renews and submit it promptly.) **DO NOT rely on the Board for reminders.**

Date: \_\_\_\_\_ Business Name: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot(s): \_\_\_\_\_

Short-term Rental Address: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Owner’s E-mail: \_\_\_\_\_ Owner’s Cell: \_\_\_\_\_

Owners of Record: \_\_\_\_\_

Owners of Record Signature(s): \_\_\_\_\_

Signatures of all Owners of record are required. Such signatures will constitute an agreement to comply with ALL the terms set forth by the CNPOA, this Protocol, and the County, including, but not limited to the following:

- (a) no customers/business clients will be considered Guests for any reason;
- (b) no advertising of the Recreation Area;
- (c) no Short-term Renters at the Recreation Area (see Rule 1.2 below);

1.2 For purposes of these Rules, short-term renters or transient visitors (renting for less than 30 days) are neither Tenants nor Guests/invitees, but are business clients of the Authorized User from whom they rent, and are prohibited from using the Recreation Area and will be asked to leave.

- (d) no use of the CNPOA broadcast e-mail list to solicit assistance for your clients for i.e., vehicle/other client trouble, snow/tree removal on your driveway or property, etc.;
- (e) agree to post in house rules: no use of the roads for walks, hikes, or other activities, except for ingress and egress to and from the property in an automobile or other street legal motor vehicle;
- (f) agree to a home visit from the Board to review documents and requirements set forth in this Protocol prior to approval/renewal and as deemed necessary by the Board;
- (g) agree to request a new temporary gate #Entry Code for each new Short-term Renter (requests shall be made at least 24 hours in advance); and
- (h) agree to continue to comply and submit documentation set forth in Appendices B and C.

**ACTION TAKEN (for use of the Association)**

Date Board Received: \_\_\_\_\_ Date Board Approved/renewed: \_\_\_\_\_

Date Board Denied: \_\_\_\_\_

Comments or Additional Information: \_\_\_\_\_

Special Conditions: \_\_\_\_\_

President’s Signature: \_\_\_\_\_

**Calmes Neck Property Owners Association, Inc.** (Please make a copy for your records.)

LEASE - VRLTA

THIS LEASE IS SUBJECT TO THE VIRGINIA RESIDENTIAL LANDLORD & TENANT ACT (VRLTA) WHICH IS INCORPORATED BY REFERENCE.

This RESIDENTIAL LEASE ("Lease") is made on \_\_\_\_\_, by and between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant") who, among other things, hereby acknowledge, by their signatures below that in this real estate leasing transaction, \_\_\_\_\_ ("Listing Company") represents Landlord, and \_\_\_\_\_ ("Leasing Company") represents  Landlord OR  Tenant. (If the brokerage firm is acting as a dual representative for both Landlord and Tenant, with or without designated representatives, then the appropriate disclosure form is attached to and made a part of Lease.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord, the residence and all improvements to include all fixtures, appliances, equipment and systems (the "Premises") described as follows:

Street Address: \_\_\_\_\_  
Subdivision \_\_\_\_\_, County/City \_\_\_\_\_

Parking Space # \_\_\_\_\_, and if applicable, Mail Box # \_\_\_\_\_

If a Condominium: Unit # \_\_\_\_\_, Condominium: \_\_\_\_\_, Storage Bin # \_\_\_\_\_

2. LEASE TERM. The Term ("Lease Term") will begin at noon on \_\_\_\_\_ and end at 5 p.m. on \_\_\_\_\_.

Lease Term shall be extended automatically as a month to month lease upon the same terms and conditions as set forth in Lease ("Extended Term"). If Lease is extended, not less than 30 days prior written Notice by either party shall be required to terminate Lease at the new end date. Extended Term shall end on the last day of the month.

OR

Tenant shall vacate at the end of Lease Term unless Tenant and Landlord have agreed in writing to extend or renew Lease. Parties shall notify each other not less than 60 days prior to the end of the initial Lease Term if they wish to negotiate extending or renewing Lease.

3. RENT. The total Rent for the initial Lease Term shall be \$ \_\_\_\_\_, payable in monthly installments. The first full month's Rent for \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ shall be paid prior to occupancy and is payable in certified funds, cashier's check or money order. Monthly installments of \$ \_\_\_\_\_ are due in advance on the first day of each month beginning on \_\_\_\_\_, without notification, demand or deductions. If Lease begins on other than the first day of the month, Rent shall be prorated with \$ \_\_\_\_\_ due on \_\_\_\_\_ (date) for the period of \_\_\_\_\_ through \_\_\_\_\_. Only one Rent check will be accepted per property each month.

Landlord is authorized to accept prepaid Rent to be held and processed in accordance with the provisions of the VRLTA. As used in this Lease and under the VRLTA, "Rent" means all money, other than a security deposit, owed or paid to Landlord under Lease, including prepaid Rent paid more than 1 month in advance of the Rent due date. If Lease calls for Tenant to pay utilities, that will be considered as part of the Rent obligation.

4. **LATE PAYMENT AND RETURNED CHECKS.** Installments of Rent not received by Landlord on or before the due date are late and a default under Lease. If any installment of Rent is not received by Landlord within \_\_\_\_\_ days from the due date, Tenant agrees to pay a late charge of \$\_\_\_\_\_. Tenant also agrees to pay Landlord an additional charge of \$\_\_\_\_\_ for each returned check. Landlord has the right to require that all payments be made by money order, cashier's check or certified check payable to  Landlord **OR**  Managing Agent.
5. **FAILURE TO PAY RENT.** Tenant's failure to pay any installment of Rent, late charge, utilities, or HOA dues when due is a default under Lease. If Tenant does not pay any of the foregoing obligations within 5 days after receipt of written Notice to cure, Landlord may terminate Lease and proceed to obtain possession in accordance with the law and seek such damages as are appropriate under Lease and the VRLTA.
6. **MANAGEMENT.** \_\_\_\_\_ ("Managing Agent"),  
Office Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_, Email: \_\_\_\_\_  
is authorized to manage the Premises and collect Rent on behalf of Landlord and shall exercise all rights of Landlord under Lease.  
If the Premises are not professionally managed, all references to Managing Agent are hereby deleted in their entirety and Rent is payable to Landlord at the following designated address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Listing Company is acting only as rental agent and has no liability or responsibility for property management, for the escrow funds deposited under Lease after such funds are transferred to Landlord, or for the obligations and agreements to be performed by Landlord or Tenant under Lease.
7. **APPOINTMENT OF REGISTERED AGENT BY NONRESIDENT LANDLORD.** Any individual nonresident of Virginia who owns and leases residential or commercial real property consisting of four or more units within a county or city in Virginia shall have and continuously maintain an agent who is a resident and maintains a business office in Virginia. Landlord designates:  
Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_, as the registered agent.
8. **TRUTHFULNESS OF THE RENTAL APPLICATION.** Tenant warrants that the statements made on the Rental Application ("Application"), which are made a part of Lease, are material representations that have been relied upon by Landlord. If any material facts in Application are untrue, Landlord shall have the right to: (a) terminate Lease, (b) hold Tenant liable for any and all damages to the Premises, (c) exercise all legal and equitable rights and remedies, (d) recover reasonable attorney's fees and costs and all costs to reclaim the Premises and to rent the Premises to another tenant.
9. **USES.** Tenant will use the Premises solely as a **single-family residence** for only those adults and children listed on Application and those children born, adopted, or placed under the legal care of Tenant hereafter, and for no other purpose. No portion of the Premises shall be sublet or assigned without the prior written consent of Landlord. Occasional visits by guests, not to exceed 2 weeks during any consecutive 12 month period, are permitted without the prior written consent of Landlord. Tenant shall not use nor allow the Premises to be used for any disorderly or unlawful purposes and shall comply with all applicable laws, ordinances and Rules and Regulations of Landlord or the Association. Lease may be terminated at the option of Landlord in case of any nuisance, excessive noise, disturbance or conduct offensive

to any other occupant of the building or neighborhood. Tenant expressly agrees not to allow controlled substances or illegal drugs of any type or paraphernalia used in connection with such substances on the Premises.

Landlord has the right to terminate Lease where an immediate threat exists that materially affects the health or safety of either Landlord or other tenants. For example, the sale or disposition of dangerous drugs or drug paraphernalia on the Premises shall be considered such an immediate threat. In such event, Landlord shall give Tenant written Notice of termination with the time of vacating to be commensurate with the urgency of the situation. Tenant shall vacate and surrender possession of the Premises to Landlord within the time period specified in the Notice of termination.

**10. PETS.** Tenant and/or Tenant's guests shall not keep pets on the Premises without the prior written consent of Landlord. Consent may be revoked if Tenant does not obey all Association requirements, Landlord's rules and regulations, and local laws. Tenant assumes all liability and responsibility for any and all damages caused by pet(s) and shall restrain or secure pets when access is needed. Written consent is hereby granted only for the pets listed on Application.

**11. HOMEOWNERS', CONDOMINIUM ASSOCIATION OR COOP. This property is subject to a**  Home Owner Association  Condominium Association  Cooperative. Tenant must obey the rules and regulations of the \_\_\_\_\_ Association (the "Association") which are available to Tenant. Tenant's failure to comply with the requirements and/or rules and regulations of the Association shall constitute a breach of Lease. Tenant shall pay all costs incurred to cure such a breach. Lease grants Tenant the right to use the allowable common areas and facilities of the Association for Lease Term, provided that Tenant pays any additional optional user fees. Landlord agrees to complete the necessary forms for Tenant to obtain or use the Association recreation facilities and services.

Tenant agrees to pay all move-in and move-out fees and elevator fees. Tenant acknowledges that the elevator will need to be reserved during Tenant's move-in and move-out. Tenant will call the Association at Phone Number \_\_\_\_\_ to schedule the move. Moving days and hours may be restricted. Tenant will comply with all maintenance programs of the Association and provide access for contractor inspections. Tenant agrees to register cars, bicycles and pets with the Association, as required.

**12. VEHICLE PARKING.** No motor vehicle, trailer or motorcycle shall be parked on the Premises without current license plates and jurisdictional stickers. All such vehicles must be in operating condition. Vehicles may be parked only in garages, driveways, assigned spaces, along the street, or as required by the Association rules or by local law.

**13. UTILITIES AND SERVICES.** Tenant must make any required deposits and pay for the following utilities and services:  water  sewer  gas  electricity  trash removal  lawn service  security system  other \_\_\_\_\_ during Lease Term. Landlord certifies to Tenant that any fuel tank(s) are or will be full at the beginning of Lease Term. Tenant agrees to purchase utility service from \_\_\_\_\_, as selected by Landlord.

Landlord reserves the right to use sub-metering or energy allocation equipment, or to allocate utility costs on the basis of ratio utility billing ("RUBs"), as provided in the VRLTA, for the utilities provided by Landlord. If Landlord chooses to allocate utility costs on the basis of RUBs, Landlord will bill Tenant for an appropriate prorata share of such utility costs, which bill shall be due and payable as additional Rent at the first of the next month.

Prior to the release of Security Deposit, Tenant shall provide to Landlord proof of payment of final utility bills.

**14. LANDLORD MAINTENANCE.** Except as otherwise noted, Landlord shall maintain the Premises in good repair and tenantable condition and shall be responsible for repairs not due to the fault or negligence of Tenant.

**15. FIXTURES AND APPLIANCES.** Landlord shall provide as part of the Premises all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, installed wall-to-wall carpeting, and smoke and heat detectors, and those items listed below. Any fixtures and appliances provided in "As-Is" condition need not be repaired, replaced or maintained by Landlord. Those items listed "As-Is" are provided in as-is, where-is condition, with any existing faults.

**Appliances:** \_\_\_\_\_

**"As-Is" Appliances:** \_\_\_\_\_

**16. SMOKE AND CARBON MONOXIDE DETECTORS.** Landlord certifies to Tenant that smoke detector(s) have been installed in accordance with the law. Tenant must check smoke detector(s) periodically during the tenancy, replace batteries as needed and report any malfunctions in the smoke detector(s) to Landlord in writing. Within 5 days of receipt of written Notice from Tenant that a smoke detector is defective, Landlord, at Landlord's expense, shall provide for the service, repair or replacement of smoke detectors.

Tenant has the right to install carbon monoxide detectors at Tenant's sole cost and expense in accordance with the law. Tenant shall not remove or tamper with a properly functioning carbon monoxide or smoke detector, including removing any working batteries, so as to render the detector inoperative. Landlord is not responsible in any way for the installation or use of a carbon monoxide detector installed by Tenant, and Tenant agrees to indemnify and hold Landlord harmless from any and all claims or losses arising from the installation or use of the carbon monoxide detector.

**17. SECURITY DEPOSIT.** Prior to the beginning of Lease Term, Tenant shall deposit the sum of \$ \_\_\_\_\_ ("Security Deposit") to be held by \_\_\_\_\_

**A. Disposition.** Landlord may apply Security Deposit to the payment of accrued Rent and the amount of any damages caused by Tenant, including but not limited to, physical damages, appropriate charges to Tenant not previously reimbursed to Landlord, and actual damages for breach of Lease including attorneys' fees and costs. Landlord has the right to apply Security Deposit to non-Rent items first, and then to any unpaid Rent.

Within 45 days after the termination of the tenancy and Tenant's vacating the Premises, Landlord shall (1) provide an itemized statement of estimated deductions to be charged against Security Deposit and (2) return Security Deposit to Tenant, less any deductions provided that Tenant has complied with all the terms and condition of Lease and with the VRLTA.

If the damages to the Premises exceed the amount of 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.

If Security Deposit is held by Landlord for more than 13 months, Landlord will accrue interest thereon which will be disbursed to Tenant as required by law. Any interest

earned on Security Deposit in excess of that amount that Landlord is required to pay to Tenant under the VRLTA will be retained to cover administrative costs.

- B. Tenants shall pay the costs of repairs, replacements or other damages that exceed Security Deposit.
- C. **Forwarding Address.** Tenant shall provide Landlord written notice prior to vacating the Premises of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of Security Deposit prior to the end of the 45 day period. If Tenant fails to give notice of a forwarding address, Landlord will send Security Deposit statement to the last known address of Tenant, but will retain Security Deposit refund, if any, until Tenant notifies Landlord of the appropriate address.
- D. Landlord shall provide notification to Tenant of the name, address and telephone number of the new Managing Agent or new Landlord in the event of a change in rental management or the sale, transfer or assignment of Landlord's interest in the Premises or in Lease. In the event of a sale, transfer or assignment of Landlord's interest in the Premises or Lease, Landlord shall transfer Security Deposit and be released from all liability in connection with Lease. Tenant shall request the return of Security Deposit from the new Managing Agent or Landlord.
- E. If during Lease Term, including any extension or holdover, any part of Security Deposit is used by Landlord in accordance with the terms of Lease or applicable law, Landlord shall provide notification to Tenant of such use and shall provide an itemized list of charges within 30 days. Tenant shall immediately deposit with Landlord a sum equal to the amount used so that the full Security Deposit is on hand at all times during Lease Term.

**18. MOVE-IN INSPECTION.** Within 5 days after the beginning of Lease Term, Landlord shall submit a written report to Tenant itemizing the condition of the Premises at occupancy including the identification of any visible evidence of mold. This report is for information only and does not constitute an agreement to decorate, alter, repair or improve the Premises. Any request for repairs must be submitted separately in writing to Landlord. This report shall be deemed correct unless Tenant submits additional items in writing to Landlord within 5 days after receipt of the report. If Tenant does not object to any item on Landlord's disclosure report, then Tenant thereby agrees that the written report is deemed to be correct, including, but not limited to, that there is no visible evidence of mold in the Premises should it not be mentioned on the report. If Landlord's written report states that there is visible evidence of mold in the Premises, Tenant has the option to not take possession and terminate the tenancy or to remain in possession of the Premises. If Tenant requests to take possession, or elects to remain in possession, of the Premises, notwithstanding the presence of visible evidence of mold, Landlord shall promptly remediate the mold condition no later than 5 business days thereafter and re-inspect the Premises to confirm there is no visible evidence of mold in the Premises. A new written report will reflect that there is no visible evidence of mold in the Premises.

**19. TENANT OBLIGATIONS. Throughout Lease Term, Tenant must keep Landlord informed of Tenant's telephone numbers.** Tenant shall not deliberately destroy, deface, damage, impair, or remove any part of the Premises, nor permit any person to do so. Tenant shall pay for any repairs or replacements made necessary due to deliberate, accidental or negligent acts or omissions of Tenant, Tenant's family, guests, employees or pet(s). Tenant is responsible for:

- A. Maintaining the Premises in a clean and sanitary condition and disposing of all trash, garbage, and waste in sealed containers.

- B.** Using and operating all appliances, equipment and systems in a safe and reasonable manner. Tenant shall not overload any system. Tenant must drain outside water spigots each fall. In the event the Premises' plumbing is frozen or obstructed due to the negligence of Tenant, Tenant's family or guests, Tenant shall pay immediately the cost of repairing frozen pipes or cleaning such obstruction and any additional costs associated with the repair (i.e. drywall, carpets, etc.).
- C.** Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters at least every 2 months.
- D.** Clearing of all drains and toilets and maintaining caulking around tubs and showers, maintenance of all carpeting and flooring in a clean and good condition, replacement and payment for glass and screen breakage.
- E.** Maintaining the Premises in such a manner as to prevent the accumulation of moisture and the growth of mold. Tenant shall promptly notify Landlord in writing of any moisture accumulation or visible evidence of mold.
- F.** Cutting, watering and maintaining the lawn and pruning shrubbery; promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, drains and grounds free of leaves and other debris.
- G.** Promptly reporting in writing to Landlord any defect, damage, or breakage. Failure to report shall make Tenant liable for the repair of any additional damage. This provision does not require Landlord to repair or correct such defects, breakage, malfunction or damage.
- H.** Paying the cost of any unnecessary service call and any costs incurred as a result of Tenant failing to keep appointments with service persons that require access in order to make scheduled repairs. Any request for repair is understood to mean that Tenant has given permission to enter the Premises to make the repair.
- I.** Making any repairs, alterations, or additions required by any governmental authority, Association, insurance company or Managing Agent due to Tenant's use.
- J.** Controlling and eliminating household pests including but not limited to fleas, ticks, bed bugs, roaches, silverfish, ants, crickets, and rodents during occupancy. Upon vacating the Premises, Tenant shall be responsible for the costs of the elimination of all such pests and vermin.
- K.** Providing notification to Landlord if Tenant intends to be absent from the Premises for more than 14 days. If Tenant fails to notify Landlord, Landlord may consider the Premises abandoned.
- L.** Not placing or displaying any sign, advertisement or notice on any part of the Premises.
- M.** Not creating or permitting any lien upon the Premises or Tenant's interest in Lease. Lease shall not be recorded by Tenant.
- N.** Providing a copy of the court order to Landlord if a Tenant is granted possession of the Premises by a court of competent jurisdiction to the exclusion of any other Tenant or occupant, or providing a key to any locks that are changed and/or security codes to any devices installed on the Premises.

Tenant does hereby release Landlord and Managing Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or guests or invitees, and agrees to indemnify and hold Landlord and Managing 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.

Tenant shall comply with any and all obligations imposed upon Tenant by applicable Virginia law, including the VRLTA.

**20. HOLDOVER TENANT.** Should Tenant fail to vacate as outlined in LEASE TERM paragraph, Tenant will become a holdover Tenant on a month to month basis under the same terms and conditions of Lease. In addition, Tenant shall be liable for any and all actual damages sustained by Landlord as a result of Tenant's holding over, including without limitation costs payable to a new tenant for moving, storage, meals, lodging and mileage. In the alternative, Landlord shall have the right to receive from Tenant, as liquidated damages, rent for the period of Tenant's holding over in an amount equal to 150 percent of the per diem of the monthly Rent, for each day Tenant remains in the Premises.

**21. LANDLORD CONSENT REQUIRED.** Tenant is required to submit a written request, including any plans for restoration, to Landlord and obtain Landlord's written consent for any of the following:

- A. Remodeling, making any structural change, alteration, addition, or decoration, including without limitation, wallpapering and painting.
- B. Installing, attaching, removing, or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antenna or satellite dish, wood burning stoves, fireplace inserts or kerosene heaters.
- C. Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hanger nails, which are permitted).
- D. Affixing any object containing an adhesive backing to any surface or attaching plant hooks to the ceiling.
- E. Re-keying locks, installing additional locks or security systems. Tenant must provide Landlord, and the Association where required, with a duplicate of all keys and instructions on how to operate all locks and/or systems.
- F. Installing iron safes, water beds, aquariums over 20 gallons, or any extra-heavy objects as reasonably determined by Landlord.

**22. INSURANCE REQUIREMENTS.** Throughout Lease Term, Tenant shall maintain an insurance policy which provides public liability coverage, protects Tenant's personal property and names Landlord and Managing Agent as additional insured. Tenant shall provide Landlord with a certificate of such insurance, prior to occupying the Premises. Tenant will do nothing and permit nothing to be done on or about the Premises that will increase the cost of or cause the cancellation of any fire or other insurance policy covering the Premises. All of Tenant's personal property located or stored at the Premises shall be at Tenant's sole risk. Tenant shall indemnify and hold harmless Landlord from any loss or damage to such personal property. Landlord and/or the Association shall not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises.

If Tenant fails to provide a certificate of insurance, Landlord may obtain a policy covering Tenant's personal property and liability coverage. The cost shall be added either to the monthly Rent or paid by Tenant as billed.

## 23. COSTS OF ENFORCEMENT, WAIVER OF EXEMPTIONS, SEVERABILITY AND STATUTORY REQUIREMENTS.

- A. Tenant shall pay all costs, expenses, fees, and charges incurred by Landlord in enforcing, by legal action or otherwise, any of the provisions of Lease, including the payment of reasonable attorneys' fees.
- B. If Tenant fails to materially perform any of the provisions of Lease (other than failure to pay Rent when due), or upon abandonment of the Premises, Landlord shall give written Notice to Tenant specifying the particular non-compliance and Landlord may terminate Lease not less than 30 days after Tenant's receipt of such Notice unless Tenant remedies the non-compliance within 21 days in a manner acceptable to Landlord. In addition to any costs of enforcement, Landlord shall be entitled to possession of the Premises, Rents and other fees due, and any other rights or remedies to which it is entitled at law. If Landlord does not pursue Lease termination when material non-compliance is noted or accepts additional Rents, such actions do not constitute a waiver or acceptance of the non-compliance. Landlord reserves the right to take future action against non-compliance.
- C. **Repeat Violations.** If a breach by Tenant occurs but is cured after receipt of the 21 day notice to cure, but then a similar breach thereafter takes place, then Landlord may terminate Lease by giving a 30-day notice to terminate Lease without any additional opportunity to cure by Tenant.
- D. **Non-Remediable Criminal Conduct.** In the event the conduct of Tenant involves criminal or willful misconduct which cannot be remedied and which poses a threat to health or safety, Landlord may terminate Lease without Notice and begin process to obtain possession. In the event Tenant has been arrested, or convicted as a principal, in a crime, whether felony or misdemeanor, involving the sale, manufacture or distribution of illegal drugs of any kind, then there shall be a strong but rebuttable presumption in any civil proceeding for possession of the Premises brought against Tenant, that he has been involved in criminal or willful conduct as defined and proscribed in §55-248.31 of the Virginia Code and that Landlord is entitled to possession in the absence of satisfactory proof by Tenant to the contrary.
- E. **Family abuse.** If a Tenant is a victim of family abuse as defined in the VRLTA, and the perpetrator is barred from the Premises pursuant to the VRLTA based upon information provided by Tenant to Landlord, or by a protective order issued by a court of competent jurisdiction, Lease shall not be terminated solely by an act of family abuse against a Tenant. However, the provisions of the preceding sentence shall not apply if (a) Tenant fails to provide Landlord, not later than 21 days after the alleged offense, with written documentation corroborating Tenant's status as a victim of family abuse and the exclusion of the perpetrator from the Premises; or (b) the perpetrator returns to the Premises in violation of the bar notice, and Tenant fails to so notify Landlord within 24 hours, subject to the provisions of the VRLTA.
- F. No waiver of any breach of any part of Lease, or compromise or settlement relating to such a breach shall operate as a waiver of the provision itself, or any later breach.
- G. All individual provisions in Lease shall be severable. If any one or more such provision is determined by any court or administrative body to be unenforceable, or to be in conflict with any law of any applicable jurisdiction, such determination shall have no affect whatsoever on the remaining provisions of Lease.
- H. Where the terms of Lease are inconsistent with the terms of the VRLTA, the Act controls, then Lease shall be deemed to be amended to comply with the Act.

**24. ACCESS TO PREMISES.** Landlord or designated representative(s), upon reasonable notification to Tenant and at reasonable times, may enter the Premises in order to do any of the following: (a) inspect the Premises, (b) make necessary or agreed upon repairs, decorations, alterations, or improvements, (c) supply necessary or agreed services. Whenever possible Landlord shall arrange for contracted workers to coordinate with Tenant the time and date when workers may enter the Premises in order to accomplish repairs or services. It then shall be Tenant's responsibility to ensure that these workers have access to the Premises at a time and date convenient to both Tenant and workers during the regular business hours of the firm doing the work. If Tenant refuses to allow or prevents access, Tenant shall bear any additional expense, such as after-hours or overtime fees, incurred by Landlord. Refusal of Tenant to allow access is a breach of Lease. Landlord may take legal action to compel access or may terminate Lease. In either case, Landlord may recover actual damages sustained and reasonable attorneys' fees. **In an emergency**, where it is impractical for Landlord to give reasonable notification to Tenant of Landlord's intent to enter the Premises, or in case the Premises have been vacated, abandoned, or surrendered by Tenant, the Premises may be entered by Landlord or designated representative(s) without notification and without the consent of Tenant.

In addition, Landlord may (a) place a "For Sale" or "For Rent" sign upon the Premises and a Lockbox/Keysafe; (b) upon reasonable notification to Tenant and at reasonable times, show the Premises to prospective purchasers 90 days prior to the end of Lease Term or to prospective tenants 60 days prior to the end of Lease Term; and (c) upon reasonable notice to Tenant and at reasonable times, show the Premises to prospective purchasers any time within Lease Term by appointment. Buyer agents and tenant agents are authorized to show the Premises under this section. Tenant will remove or secure any pet(s) on the Premises when property is to be shown or when repairs are scheduled.

**25. TRANSFER OF LANDLORD.**  (Check if applicable) Landlord resides away from the Washington Metropolitan area at the time that Lease is ratified. It is agreed that if Landlord is transferred back to the Washington Metropolitan area by Landlord's employer or is discharged from active duty with the Armed Forces of the United States or with the National Guard, and that Landlord wants to reside in the Premises, then Landlord shall have the right to terminate Lease by giving Tenant at least \_\_\_\_\_ days notice in writing whereupon Tenant shall vacate and surrender possession of the Premises to Landlord within the termination time period.

**26. TRANSFER OF TENANT.**

**A.** Under the Servicemembers Civil Relief Act of 2003 ("SCRA"), as it may be amended from time to time, and under Virginia law, a tenant who is a member of the United States Armed Forces or of the National Guard serving full-time duty, or a Civil Service technician with a National Guard Unit ("Military Tenant") has the right to terminate Lease if such Military Tenant (a) receives orders to depart 35 miles or more (radius) from the Premises either for a permanent change of station or for temporary duty for more than 3 months, (b) is discharged or released from active duty or from full-time duty or technician status, (c) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters, or (d) after entry into military service. The Military Tenant may terminate Lease by serving Landlord with written Notice of termination stating the date when termination will be effective. The date of termination shall not be less than 30 days after the first date on which the next rental payment is due after the date on which the written Notice is delivered. In addition, the termination date shall not be 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. Military Tenant shall attach to Notice of termination a copy of the orders, official notification of orders, or a signed letter from the commanding officer confirming the orders.

- B.  (Check if applicable) Tenants who are not Military Tenants have the right to terminate Lease if transferred 50 miles or more (radius) from the Premises by the employer stated on Application. The termination shall be effective on the last day of the second calendar month following the month in which Landlord receives the Notice of termination. Tenant shall provide a copy of Tenant's transfer letter and/or orders, the final month's Rent and the following termination or cancellation fee: (a) 1 month's Rent if Tenant has completed fewer than 6 months of the tenancy as of the effective date of termination, or (b) One-half ( $\frac{1}{2}$ ) of 1 month's Rent if Tenant has completed 6 months or more of the tenancy as of the effective date of termination.

**27. LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT.** If Landlord is unable to deliver possession of the Premises to Tenant on the commencement date of Lease through no fault of Landlord, Landlord shall not be liable to Tenant for any damages other than to rebate any Rent paid by Tenant for such portion of Term during which the Premises are not delivered to Tenant. If Landlord cannot deliver possession of the Premises or provide Tenant with an alternative residential dwelling unit acceptable to Tenant within 15 days after the commencement date of Lease, then Lease may be terminated by either Landlord or Tenant by giving Notice to the other as provided herein.

**28. EARLY TERMINATION OF OCCUPANCY.** Except as provided herein, Tenant shall not be released from liability for Rent and other charges due under Lease unless Landlord agrees in writing to release Tenant from such liability. Tenant's vacating the Premises prior to the end of Lease Term will not cancel any claims Tenant or Landlord may have arising out of events occurring during Lease Term or during any holdover by Tenant.

**29. BANKRUPTCY.** Subject to the requirements of the Bankruptcy Act, in the event Tenant is adjudicated as bankrupt, (or makes an assignment for the benefit of creditors), then Lease, at the option of Landlord, shall terminate upon 30 days written Notice and the Premises shall be surrendered to Landlord, who reserves the right to repossess the Premises subject to the applicable provisions of law.

**30. CONDEMNATION.** In the event that the Premises or any part of the Premises are taken by any authority exercising the power of eminent domain, Lease shall terminate as of the date possession shall be taken by the condemning authority. Tenant waives all claims against Landlord or any condemning authority due to the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award that Landlord may receive.

**31. DEATH OF A TENANT OR LANDLORD.** If Tenant(s) or Landlord(s) should die during Lease Term, the surviving Tenant/Landlord or the estate of the decedent may terminate this Lease by giving 30 days written Notice and a copy of the death certificate to the other party. This right of termination of Lease must be exercised within 90 days following the death of the party.

If a Tenant who is the sole occupant of Premises 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 10 days written notice in accordance with the VRLTA. 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 30 days.

**32. FIRE OR CASUALTY DAMAGE.** In the event the Premises are damaged by fire or casualty Tenant must promptly notify Landlord. If Landlord determines that the damage

does not render the Premises substantially impaired or needs repairs requiring Tenant to vacate the Premises, Landlord shall repair the damage within a reasonable period of time after notice from Tenant. Tenant must continue to pay Rent during the period of the repairs. If Landlord determines that the Premises are uninhabitable, Lease shall automatically terminate. If Landlord reasonably believes that the fire or casualty was caused by Tenant, or Tenant's family, guests, employees or pets, Tenant shall not have the right to terminate Lease and Tenant shall be liable for Rent through Lease Term.

**33. SALE TO TENANT.** Tenant is notified that there may be a commission due under a separate brokerage agreement if Tenant should purchase the Premises. This paragraph does not give Tenant an option or right to purchase the Premises.

**34. MOVE-OUT INSPECTION.** Tenant has the right to be present at the inspection. Landlord, within 5 days of receipt of Notice of Tenant's intent to vacate the Premises, shall make a reasonable effort to advise Tenant of the right to be present at Landlord's inspection of the Premises, which will take place within 72 hours after Tenant's departure. Tenant shall advise Landlord in writing of the intent to be present at the inspection. If Tenant fails to make such a request Landlord will proceed to do the move-out inspection without Tenant being present.

The inspection is made to determine what portion of the Security Deposit will be returned to Tenant and whether Tenant may be liable for damages exceeding the amount of Security Deposit. **Prior to the inspection, Tenant shall:**

- A.** Have carpets, gutters and chimney cleaned by a professional company acceptable to Landlord and provide copies of all paid receipts.
- B.** Have the Premises professionally treated for fleas and ticks if pets have been present and provide a paid receipt.
- C.** Eliminate all household pests and vermin from the interior of the Premises.
- D.** Change all air filters on furnace and air conditioning units. Provide evidence from the company selected by Landlord that the fuel tank(s) are refilled.
- E.** Ensure that the Premises, including kitchen, baths and all appliances, floors, walls and windows, are thoroughly cleaned, that grass is cut and trash is removed.
- F.** Have all light bulbs and smoke detectors in working order.
- G.** Return all keys, garage door openers, passes and documents provided.

**35. SUBORDINATION.** Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting the Premises or the building in which the Premises are located and any modifications, renewals, extensions or replacements to such mortgages or deeds of trust. Although the subordination provision of this section shall be deemed automatic, Tenant shall, within 5 days after the request, execute any documents requested by Landlord to confirm such subordination. If Tenant fails to do so, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute the documents on behalf of Tenant.

**36. NOTICE.** All notices shall be in accordance with the VRLTA. Any Notice ("Notice" or "notice" or "notify") provided for or permitted in Lease to be given by one party to the other shall be in writing and shall be delivered either by U.S. mail, return receipt requested, or hand delivery and shall be deemed to have been delivered either 3 business days after the date mailed, or the date such Notice is hand delivered.

**37. LEAD-BASED PAINT.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not maintained properly. Lead exposure is especially harmful to young children and pregnant women. The Premises  were not **OR**  were built before 1978. If built before 1978, the **Lead Based Paint Disclosure** and **EPA information book “Protect Your Family from Lead in Your Home”** are attached.

**38. MISCELLANEOUS.** The conditions contained in Lease are binding on, and may be legally enforced by the parties, their heirs, executors, administrators, successors and permitted assigns, respectively. The captions and headings are for convenience of reference only. Lease contains the final and entire agreement of the parties and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained in Lease. Any provision of Lease may be modified, waived or discharged only in writing signed by the party against which enforcement of such modification, waiver, or discharge is sought. Wherever the context requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include the other gender. Any provision of Lease that requires the payment of “attorney’s fees” or “reasonable attorney’s fees” shall only be valid to the extent permitted by law.

**39. COUNTERPARTS.** Lease may be executed in any number of copies or by facsimile, or email, each of which shall be considered an original but all of which together shall be the same Lease.

**40. ATTACHMENTS.** The following are attached and made a part of Lease:

- Pet Addendum     Lead Based Paint Disclosure.     Other: \_\_\_\_\_  
 EPA booklet “Protect Your Family from Lead in Your Home.”

**41. DIPLOMATS.** Lease is void if Tenant is the head of a diplomatic mission or a member of the diplomatic staff of a mission, or a family member of a diplomatic staff of a mission, or administrative and technical staff or their family which entitled them to the diplomatic immunity accorded to such persons under the Vienna Convention on Diplomatic Relations **unless** the diplomatic immunity accorded by law has been waived in writing by an authorized representative of the sending government. Tenant represents to Landlord that he/she  is **OR**  is not such a person.

**42. WAIVER OF RIGHT TO TRIAL BY JURY.** Both Landlord and Tenant hereby waive the right to trial by jury in any action, proceeding or counterclaim brought by either party against the other arising out of or in any way related to Lease.

**43. DISCRIMINATION.** Landlord and Managing Agent shall abide by all applicable Fair Housing Laws and Regulations.

**44. STATUTORY NOTICE TO TENANT.** Tenant shall exercise whatever due diligence Tenant deems necessary with respect to information concerning sex offenders registered under Chapter 9 of Title 9.1 of the Code of Virginia. Such information may be obtained by contacting the local police department or the Department of State Police, Central Records exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

**45. ADDITIONAL TERMS.**

**TENANTS SIGNING THIS LEASE SHALL BE JOINTLY AND SEVERALLY LIABLE.**

**LANDLORD:**

\_\_\_\_\_/\_\_\_\_\_

Date Signature

\_\_\_\_\_/\_\_\_\_\_

Date Signature

\_\_\_\_\_/\_\_\_\_\_

Date Signature

\_\_\_\_\_/\_\_\_\_\_

Date Signature

**TENANT:**

\_\_\_\_\_/\_\_\_\_\_

Date Signature

\_\_\_\_\_/\_\_\_\_\_

Date Signature

\_\_\_\_\_/\_\_\_\_\_

Date Signature

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Date Signature

