

APARTMENT LEASE

THIS DEED OF LEASE, made this ____ day of _____, 20__, between _____, herein called Lessor, and _____, herein called Lessee, and _____, Owner.

WITNESSETH

THAT IN CONSIDERATION of the premises, rents and covenants herein expressed, Lessor hereby leases to Lessee and Lessee rents from Lessor, upon the terms and conditions herein set forth, that certain property known as _____ Apartment No. _____, Richmond, Virginia, for the term commencing at 12 noon _____, 20__, and ending at 12 noon _____, 20__, for the total sum of \$ _____ payable as follows: the first installment of \$ _____ covering the period _____, 20__, through _____, 20__ before occupying the premises and subsequent installments of \$ _____ on the first day of each calendar month thereafter without notice, demand or deduction to Owner at _____, Richmond, Virginia, who is authorized by Lessor for the purposes of service of process and receiving and receipting for notices and demands.

Late Fees and Other Charges

1. If any installment of rent is not received within ____ days from the due date, Lessee covenants and agrees to pay additional rent in the sum of \$ _____. Lessee further agrees to pay Agent a handling charge of \$ ____ for each check returned by the bank for insufficient funds or any other reason. In the event Lessee subleases or assigns this Lease with approval of Lessor, Lessee shall pay Agent a fee of \$ _____. Lessee shall also reimburse Lessor for all costs (including but not limited to the cost of serving legal notices and attorney's fees) allowed by law incurred in collecting overdue rent.

Security Deposit

2. Lessee has paid or before occupying the premises agrees to pay the sum of \$ _____ as security for the faithful performance by Lessee of his obligations hereunder. In the event of any breach or failure of Lessee hereunder, then Lessor shall have the right to use and apply the said security in the manner provided and permitted by law. Within seventy-two (72) hours following termination of the tenancy, Lessor or his agent shall make a final inspection of the premises. If Lessee has faithfully performed his obligations hereunder, paid all rent and other charges due Lessor, returned all keys and left the premises (including all fixtures, facilities and appliances) in the same condition as when the premises were occupied except for reasonable wear and tear and normal depreciation, then Lessor shall within thirty (30) days after the termination of such tenancy and delivery and possession of premises return the amount return the amount of security to Lessee with such interest required by law. If Lessor has made any deductions from security deposit or accrued interest as permitted by law, all of said deductions shall be fully itemized in writing to Lessee within thirty (30) days of termination of tenancy. No part of said security or accrued interest as required by law shall be applied by Lessee for payment of any part of the rent or other obligations due hereunder and Lessee shall pay rent required each month as though no security were ever made. If the property is sold by Lessor during the term of the Lease or any continuation of such term, Lessee, upon notification of the sale, consents to the transfer of such security deposit, plus any accrued interest required by law, to the purchaser of the property.

Notice Required to Terminate

3. Unless terminated either by Lessee or Lessor by written notice at least _____ days prior to the end of the term as herein above set forth, this lease shall continue thereafter, upon the same terms and conditions and at the same rent, for successive renewal terms of ____ months each until prior to the end of any such renewal term, either of said parties has given the other at least _____ days written notice to terminate. The Agent is authorized to give or receive such notices for the Lessor.

Lessor's Obligations

4(a). Lessor shall under this Lease provide the following fixtures and appliances:

4(b). Lessor shall, except in case of emergency or events beyond his control, provide Lessee the following utilities:

4(c). Lessor shall make all repairs to the premises required by normal wear and tear, fire, the elements or other casualty not caused by the negligence of Lessee, his agents or invitees, and shall comply with the requirements of all applicable building and housing codes materially affecting health and safety.

4(d). Lessor shall keep all common areas in a clean and safe condition.

4(e). Lessor shall provide appropriate receptacles in common areas for the collection, storage and removal of garbage, rubbish and other waste and arrange for the removal of the same.

Lessee's Obligations

5(a). Lessee shall use the premises only as a dwelling unit and in such way so as not to disturb his neighbors or damage their property.

5(b). Lessee shall comply with all obligations primarily imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.

5(c). Lessee shall keep that part of the premises that he occupies and uses, including all plumbing fixtures, facilities and appliances in the dwelling unit, as clean and safe as their condition permits; and shall unstop and keep clear all waste pipes thereon.

5(d). Lessee shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other fixtures, facilities and appliances in the premises, and Lessee shall be responsible for any damage caused by his failure to comply with this requirement.

5(e). Lessee shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises (including all fixtures, facilities and appliances) or permit any person to do so whether known by this Lessee or not, and Lessee shall be responsible for any damage caused by his failure to comply with this requirement. Lessee shall give the Agent prompt notice of any such damage to the premises.

5(f). Lessee shall conduct himself and require others on the premises with his consent whether known by the Lessee or not to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.

5(g). Lessee shall, if he installs for his safety new burglary prevention and fire detection devices, provide Lessor with a duplicate of all keys and codes and instructions on how to operate all devices and shall upon termination of tenancy if requested by Lessor, remove all such devices and repair all damages.

5(h). Lessee shall not except for 5(g) above, make any alterations, additions or improvements without first obtaining Lessor's written consent and such shall, at the option of the Lessor, remain with the property or be removed by the Lessee and premises returned to original condition at the expense of the Lessee.

5(i). Lessee shall protect by insurance or otherwise against injury or damage from whatever cause to his person or property and to the person or property of those on the premises with his consent, and Lessee shall indemnify and hold Lessor harmless from all claims arising from any such injury or damage. (Nothing herein shall be construed to relieve Lessor of any of his liability to Lessee arising under the law.)

Rules and Regulations

6(a). Lessee shall abide by all existing rules and regulations and other rules and regulations that may be imposed from time to time by Lessor or Agent. Lessee has read all existing rules and regulations, a copy of which is attached hereto and made part hereof.

6(b). A violation of the rules and regulations imposed by the Lessor or Agent shall be considered a breach of this Lease for which the Lessor shall be entitled appropriate relief.

Rental Application

7. The Rental Application submitted by Lessee has been an inducement for Lessor to rent the premises to Lessee. If any material facts in the Rental Application are untrue or if the premises are occupied by anyone other than Lessee and his family as stated in the Rental Application, Lessor shall have the right to terminate this Lease, to hold Lessee liable for any damage to the premises, to avail himself of all rights and remedies to which he may be entitled either at law or in equity, and to recover reasonable attorney's fees and costs allowed by law.

Subleasing

8. Lessee shall not assign this Lease nor sublease the premises or any part thereof without the written consent of the Lessor, which consent may be subject to whatever reasonable conditions Lessor may choose to impose. Any Sublease approved by Lessor shall not in any way relieve Lessee from the obligations contained in this agreement.

Delivery of Possession

9(a). In the event that Lessor is unable to deliver possession of the premises at the commencement of the tenancy, then the Lessor agrees to use whatever efforts are in its determination reasonable to secure possession of the premises for Lessee, including the recovery of possession as against a former occupant wrongfully holding over, but in no event, except for willful and deliberate conduct of Lessor, shall Lessor be liable for Lessee for any delay in possession. Notwithstanding the provisions of the foregoing sentence, Lessee shall have no responsibility to pay rent for the time elapsing from the beginning of the term of the Lease until the premises are available for occupancy by Lessee.

New Construction

9(b). Notwithstanding the provisions of 9(a) above, if this Lease Agreement is made prior to the construction or completion of the apartment or other dwelling unit constituting the premises and the same shall not be ready for occupancy on the commencement date specified herein, then in those events, the said commencement date shall be construed to mean the date as of which the premises are ready for occupancy and Lessor has notified Lessee thereof. In that event, the first rental payment shall be prorated from the date that the premises are ready for occupancy and Lessee has previously been notified thereof. A change in occupancy date shall not change the termination date of this agreement as set forth herein.

Special Termination

9(b). If under either (a) or (b) above, the premises are not available for occupancy by Lessee within ___ days after the commencement of the term hereof, then either Lessor or Lessee may terminate this Lease without further responsibility of one to the other upon five (5) day's written notice to the other.

Record of Condition

10. Lessor shall within five (5) days of Lessee's taking occupancy submit Lessee a statement of condition of the premises itemizing any damages existing. This record shall be deemed to be correct unless Lessee objects in writing within five (5) days after receipt thereof.

Storerooms, Laundry Room or Equipment

11. Lessee understands and agrees that all storerooms, storage areas or laundry rooms or laundry equipment which may be provided are for the benefit and accommodation of Lessee and any articles of property placed or stored therein shall be at the Lessee's sole risk and Lessor undertakes in no respect to provide or protect against the loss or damage to any property placed or stored therein.

Lessor's Right to Assign

12. This Lease shall be subordinate to the lien of existing and future mortgages placed on the premises, and Lessee agrees to execute whatever additional agreements are required to so subordinate this Lease. Lessor shall have the right to assign any of his rights under this agreement at any time.

Eminent Domain

13. Lessor shall have the right to terminate this Lease if the premises, or any part thereof, are condemned or sold in lieu of condemnation.

Access by Lessor

14. Upon reasonable notice to Lessee and at reasonable times, Lessor, agent and their duly designated representative may enter the premises in order to (a) inspect the property, (b) make the necessary or agreed repairs, decorations, alterations or improvements, (c) supply necessary or agreed services, (d) exhibit the property to prospective or actual purchasers, mortgages, workmen or contractors, (e) place "for sale" signs on the property and (f) after notice of termination of this Lease by either party, place "for rent" signs on the property and exhibit to prospective or actual Lessees. In case of emergency, Lessor, agent or their designated representative may enter the dwelling unit without consent of Lessee. During the last ten (10) days of this Lease or any renewal period, if the premises have been vacated, lessor or agent shall have access to the premises in order to make repairs or decorate for an incoming tenant.

Default

15. If Lessee violates any of the provisions of this Lease or any of the rules and regulations imposed by Lessor or the Agent, or if any bankruptcy or insolvency proceedings are filed by or against Lessee (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Lessor shall be entitled to avail himself of all rights and remedies to which he may be entitled, either at law or in equity (including, but not limited to, the right to terminate this Lease and recover possession) and Lessor shall be also entitled to recover reasonable attorney's fees and costs as allowed by law. Lessor's waiver of one default by Lessee shall not be considered to be a waiver of any subsequent default. Lessee waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law as to his obligations in this Lease.

Insurance Notice

16. Lessor (Landlord) is not responsible for tenant's (Lessee's) personal property and the Lessor's insurance coverages do not cover the tenant's personal property. If the tenant (Lessee) wishes to protect his or her personal property, renters insurance should be obtained. Be advised that renters insurance does not cover flood damage. Contact the Federal Emergency Management Agency and or the Virginia Department of Conservation and Recreation Flood Risk Information System for more information on flood risk and flood hazard areas.

Statutes

17. The rights and responsibilities of the persons signing this Lease are governed by the Virginia Residential Landlord and Tenant Act (Chapter 13.2, Title 55 of the code of Virginia), and to the extent any provision of this Lease is in conflict with the Virginia Residential Landlord and Tenant Act, the provisions of the Act will control.

THIS AGREEMENT is the entire agreement between the parties, and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants, conditions and agreements, contained herein are binding upon and shall insure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Lessees signing this agreement shall be jointly and severally liable. Wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

WITNESS the following signatures and seals:

Lessee (SEAL)

Lessor (SEAL)

Lessee (SEAL)

Lessor (SEAL)

Lessee (SEAL)

_____, Agent

Lessee (SEAL)

Lessee (SEAL)

By _____ (SEAL)

GUARANTY

At the request of the Lessee and as inducement of the Lessor to enter into the above Deed of Lease, the undersigned hereby jointly and severally guarantee that the Lessee shall make all payments required and shall perform all obligations required under the provisions of said Deed of Lease. In the event Lessee shall not make all payments as required or perform all obligations as set forth in the Deed of Lease, then we hold ourselves bound and primarily liable with or without notice of the Lessee's default for such payments and other obligations of Lessee and we jointly and severally promise to pay the same upon demand whether or not the Lessor has exhausted his remedies against the Lessee.

_____	Name	(SEAL)
_____	Address	
_____	Signature	
_____	Name	
_____	Address	
_____	Signature	
_____	Name	
_____	Address	
_____	Signature	
_____	Name	
_____	Address	
_____	Signature	

PROPERTY CONDITION CHECKLIST

Dear _____

Address _____

Welcome to your new residence. We thank you for choosing to rent from us. Please check off each of the following areas of the rental unit to confirm with us that each area is in satisfactory condition prior to your moving in. Any additional notes to this list must be submitted to the management within 3 days of the date of this checklist. Thank you for your cooperation. (For large homes, attach a second page to this checklist.)

	Satisfactory			Satisfactory	
	Yes	No		Yes	No
Entrance door	_____	_____	Bedroom #1	_____	_____
knocker/bell	_____	_____	ceiling	_____	_____
peephole	_____	_____	walls	_____	_____
deadbolt lock	_____	_____	floors	_____	_____
Living room	_____	_____	windows	_____	_____
ceiling	_____	_____	screen	_____	_____
walls	_____	_____	elec. fixtures	_____	_____
floors	_____	_____	Bedroom #2	_____	_____
windows	_____	_____	ceiling	_____	_____
screen	_____	_____	walls	_____	_____
elec. fixtures	_____	_____	floors	_____	_____
Din Rm or Bedroom #3	_____	_____	windows	_____	_____
ceiling	_____	_____	screen	_____	_____
walls	_____	_____	elec. fixtures	_____	_____
floors	_____	_____	Bathroom	_____	_____
windows	_____	_____	ceiling	_____	_____
screen	_____	_____	walls	_____	_____
elec. fixtures	_____	_____	floors	_____	_____
Kitchen	_____	_____	windows	_____	_____
stove	_____	_____	screen	_____	_____
refrigerator	_____	_____	elec. fixtures	_____	_____
cabinets	_____	_____	medicine cab.	_____	_____
sink	_____	_____	mirror	_____	_____
counter tops	_____	_____	tub	_____	_____
ceiling	_____	_____	sink	_____	_____
walls	_____	_____	shower	_____	_____
floors	_____	_____	General	_____	_____
windows	_____	_____	porch/balcony	_____	_____
screen	_____	_____	heating system	_____	_____
elec. fixtures	_____	_____	water heater	_____	_____
General	_____	_____	front yard	_____	_____
back door	_____	_____	back yard	_____	_____
mail box	_____	_____	garage/driveway	_____	_____

Special Remarks (cleaning or repairs needed) _____

We hereby acknowledge that we have inspected the above mentioned rental unit and have found everything to be in satisfactory condition except as stated otherwise. We understand that we are liable for any new damages that may occur during our occupancy.

Resident(s) _____ Date _____

Owner/Manager _____ Date _____

DISCLOSURE OF INFORMATION OF LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built prior to 1978 *may* contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

1. Lessor's Disclosure—initial (a), (1) or (2); and initial (b), (1) or (2)

(a) Presence of lead-based paint and/or lead-based paint hazards. (initial one)

_____ (1) Known lead-based paint and/or lead-based paint hazards are present in the housing.

Explain: _____

_____ (2) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the tenant. (initial one)

_____ (1) Lessor has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazard in the housing. (list below):

_____ (2) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Lessee's Acknowledgement—initial

_____ (c) Lessee has received copies of all information above; AND

_____ (d) Lessee has received the pamphlet "Protect Your Family from Lead in the Home."

3. Agent's Acknowledgement (initial)

_____ (e) Agent has informed the lessor of the lessor's obligation under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

4. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, the information they have provided is true and correct.

Lessee

Date

Lessee *LESSOR*

Date

~~LESSOR~~ *LESSOR*

Date

Lessor

Date

LESSOR

Date

LESSOR

Date

CHECK OFF LIST WHEN VACATING YOUR APARTMENT

This is the guide you should use when cleaning your apartment. If we have to clean your apartment, the cost is as follows: a) 1 bedroom \$250.00 _____

b) 2 bedroom \$300.00 _____, c) 3 bedroom \$400.00 _____, d) 4 bedroom \$500.00 _____

1. Vacuum carpet, (don't forget the corners) use deodorizer if you have pets. _____
* If you have pets you Must bomb the apartment to get rid of fleas. _____
2. Clean and dust all closets (shelves included). _____
3. Kitchen floor sweep and mop. _____
4. Kitchen: Stove (also under stove top) _____, range hood & grease filter _____
cabinets _____, sink _____, refrigerator _____, dishwasher. _____
5. Bathroom floors sweep and mop. _____
6. Dust HV/AC vents and install new air filter(s). _____
7. Dust corners of rooms for cobwebs. _____
8. Bathroom: Sink _____, toilet _____, bathtub (includes clogged drains) _____,
fixtures _____
9. Dust off ceiling fans. _____
10. Clean washer/dryer and remove lint from dryer. _____
11. Clean baseboards and window sills (a damp sponge works well). _____
12. Clean inside glass of windows. _____
13. Sweep decks and/or porch. _____
14. Remove all trash (inside/outside), also remove belongings from storage. _____
15. Dust doors, clean glass door (if applicable). _____
16. Clean up dog poop (if applicable). _____
17. Dust mantels. _____

The following items shall be deducted from your deposit should you fail to have the problem/damage corrected:

19. Excessive nail holes, dents, scratches on doors or trim. (Do Not repair yourself) _____
20. Damage to carpet and/or vinyl (burns, tears, holes, and stains). _____
21. Unreturned keys. _____
22. Replace burned out light bulbs including fluorescent bulbs/track lights. _____
23. Damage to fixtures, appliances, or HV/AC. _____
24. Dirty HV / AC filter. _____
25. Disposal of trash, furniture or other belongings left behind. _____
26. Unpaid rent, late fees, bounced check charges or lock out fees. _____
27. Shampoo carpet if you have pets or excessive stains. _____
*\$50.00 if you wish to use our shampooer-it will be deducted from your deposit.
28. Repaint any custom colors you have painted . _____
29. Other: _____

Leave the apartment in the same condition as it was at the beginning of your lease. We will take normal wear and tear into consideration. Your deposit will be refunded within 45 days. Please leave us your mailing address on the back of this check off list. If you have questions, you may reach us at : 389 8700