

# Property Managers of Virginia, LLC

## Residential Lease

- 1. PARTIES:** This Lease Agreement is made effective as of \_\_\_\_\_ by and between: **Landlord:** \_\_\_\_\_ and **Property Managers of Virginia, LLC**, (Managing Agent, who is authorized to manage the Premises and collect rent on behalf of the landlord and shall exercise all rights of the landlord under this lease) and ("Tenant"), \_\_\_\_\_. The parties agree as follows:
- 2. PREMISES:** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant (the "Premises") located at \_\_\_\_\_
- 3. LEGAL DESCRIPTION:** The legal description for the Premises is: \_\_\_\_\_
- 4. STORAGE:** Tenant shall be entitled to store items of personal property within the above said premises and the storage shed in the rear of the premises during the term of this Lease. Landlord or agent shall not be liable for loss of, or damage to, such stored items.
- 5. PARKING:** Tenant shall be entitled to use \_\_\_\_\_ for the parking of the Tenant's or guests' motor vehicles. No vehicles shall be parked in the yard. Tenant or guests are forbidden to occupy: \_\_\_\_\_
- 6. OCCUPANTS:** The Premises may not be occupied by more than \_\_\_ person(s), consisting of \_\_\_ adult(s) and 0 child(ren) under the age of N/A years, unless the prior written consent of the Landlord is obtained. The only occupants permitted on this property are/is: \_\_\_\_\_
- 7. GUESTS:** Tenant shall not permit any guest to occupy the premises longer than fourteen (14) days without prior written consent from the landlord.
- 8. TERM:** The lease term will begin on the \_\_\_\_\_
- 9. TERMINATION NOTICE:** Lease will automatically renew on a month to month basis if Tenant fails to provide Agent written notice of Tenant's intent to vacate and terminate this Lease at least 30 days prior to the termination date or the end of any renewal period of this Lease. All notices must be in writing. *Verbal notices will not be permitted under any circumstance.* If the lease is automatically renewed on a month-to-month basis and either party intends to terminate the Lease written notice must be given to the other party stating the renewal of this Lease shall terminate on the date designated in the notice which is at least thirty 30 days after the notice is given.
- 10. LEASE PAYMENTS:** Tenant shall pay to Landlord's Agent a lease payment of \$ \_\_\_\_\_ per month on the 1<sup>st</sup> day of each month, payable in advance and without demand. The first full month's rent is due and payable no later than \_\_\_\_\_. Thereafter, Tenant will pay the monthly rent on or before the first day of each month during this Lease. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent. Lease payments shall be made out to the Agent **PMOV** at **PO Box 1193, Mechanicsville VA, 23111** as may be changed from time to time by the managing agent. There shall be no rent increases during the term of this lease. If the Lease is renewed automatically on a month to month basis, Landlord may increase rent payments through the agent by providing written notice to the Tenant thirty (30) days prior to the increase. All payments received by the Agent from the Tenant must first be applied to non-rent responsibilities of Tenant including repairs, returned check charges, late payments, periodic utilities, if any, then to rent regardless of notations on a check.
- 11. LATE PAYMENTS:** If Tenant fails to timely pay any month's rent, Tenant will pay Landlord's agent an initial late charge of \$ \_\_\_\_\_ plus additional daily late charges of \$ \_\_\_\_\_ per day thereafter until rent is paid in full. However, if Agent receives the monthly rent by the 5<sup>th</sup> day of each month, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent (including reporting late payment to the national credit bureaus).

Tenant's initials \_\_\_\_\_, \_\_\_\_\_ Landlord's initials \_\_\_\_\_, \_\_\_\_\_ Agent's Initials \_\_\_\_\_, \_\_\_\_\_

**12. NON-SUFFICIENT FUNDS:** Tenant shall be charged \$35 for each check that is returned to Landlord's agent for lack of sufficient funds.

**13. SECURITY DEPOSIT:** At the time of the signing of this Lease, Tenant shall pay to the Agent, in trust, a security deposit of \$\_\_\_\_\_ to be held and disbursed for Tenant damages to the Premises (if any) as provided by law. The Deposit is not rent and shall not be applied to last month's rent. Landlord's Agent shall refund the deposit or any balance of the deposit upon termination of the Lease. Tenant must give Landlord's agent at least thirty days written notice of surrender before Agent is obligated to refund or account for the security deposit. Landlord's agent shall deduct reasonable charges from the Deposit for the following: unpaid rent, late payment charges, non-sufficient fund charges, unpaid utilities, damages or repairs, trips to unlock premises when Tenant does not have keys, unreturned keys, cost of replacing locks and key duplicates, unapproved holes, stains, cleaning, pest control, removal of trash, government fees or fines against tenant, insufficient light bulbs, damage to floors, draperies or any permanent fixture on premises, attorney fees incurred in any court proceeding against Tenant and other items provided for in Lease.

**14. POSSESSION:** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord's Agent on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. If the Tenant is unable to occupy the premises by the third day after the commencement date of this Lease due to prior tenant's holding over of lease or construction on premises, Tenant may terminate this Lease by giving written notice to Landlord's Agent before the premises becomes available to be occupied by Tenant and Landlord's agent shall refund the deposit, and any rent paid, to the tenant.

**15. USE OF PREMISES/ABSENCES:** Tenant shall occupy and use the Premises only as a private dwelling unit. Tenant shall notify Landlord's Agent of any anticipated extended absence from the Premises not later than the first day of the extended absence. Tenant shall not permit the property to be used for any type of business. Tenant shall not conduct any activity which is in violation of any applicable deed, subdivision restriction or homeowner association. Tenant shall not use the premises for any illegal activity or any activity which is offensive, noisy, or dangerous.

**16. KEYS:** If all keys are not returned to the Landlord's Agent at the end of the lease, the Tenant shall be charged \$25. Tenant shall not change or re-key locks without written permission from Landlord's Agent. Landlord's Agent shall re-key the exterior door locks and security systems since the previous tenant vacated the premises. If any door lock or security system is damaged or is not working properly Landlord shall repair or replace them. Landlord's agent shall be notified in writing of any defects to door locks or security systems. Any expenses due to damage to door locks or security systems by Tenant, Tenant's family or guests shall be the responsibility of the Tenant. If Tenant requests, Landlord's Agent shall install the following at Tenant's expense with the landlords approval: a keyless bolting device on an exterior door, a door viewer on an exterior door, a keyed dead bolt on an exterior door, and a sliding door pin lock or sliding door security bar on a sliding door. All requests for re-keying, installing, replacing or repairing locks or security systems by tenant must be in writing. All items installed by Tenant not allowed in this Lease will become the property of the Landlord.

**17. LOCKOUT:** If the Tenant becomes locked out of the Premises, the Tenant will be charged \$25 to gain re-entry.

**18. REMODELING OR STRUCTURAL IMPROVEMENTS:** Tenant shall not, without written permission from Landlord's Agent do any of the following: remove any portion of the property or Landlord's personal property for any purpose, make holes in walls, floors, or woodwork except for the purpose of hanging pictures on walls, install alarm systems, electrical outlets or telephone cables, replace carpet, paint, remove or replace wallpaper, remove or install any permanent fixture, or permit any water beds or other water furniture in the property. Tenant shall not allow any lien to be filed by anyone against the Property.

Tenant's initials \_\_\_\_\_, \_\_\_\_\_ Landlord's initials \_\_\_\_\_, \_\_\_\_\_ Agent's Initials \_\_\_\_\_, \_\_\_\_\_

**19. MAINTENANCE:** Tenant shall be responsible for the following:

- \*damages to windows, doors, screens, walls, floors, or any permanent fixture not caused by Landlord's negligence
- \*replacement of yard or shrubbery due to Tenant's negligence
- \*taking appropriate measures to protect water pipes from damage due to freezing
- \*damages resulting from Tenant's failure to notify Landlord of necessary repairs
- \*damages caused by Tenant or Lawful occupant, family member, or guest of Tenant
- \*Tenant will supply all air conditioning and heating filters at monthly intervals and will supply light bulbs and smoke detector batteries
- \*Tenant shall keep entire premises clean and sanitary, dispose of garbage in the appropriate receptacles
- \*promptly eliminate dangerous conditions on the Property caused by Tenant or Tenant's guest
- \*replace any lost or misplaced keys
- \*pay any periodic, preventive, or additional extermination costs desired by Tenant
- \*Notify Landlord's Agent immediately of all needed repairs
- \*Yard maintenance will be the responsibility of the Tenant

**20. REPAIRS:**

(a) **Tenant** will pay Landlord's Agent, or any repairman Landlord's Agent directs Tenant to pay the cost to repair any :

- \* repair caused by Tenant, a member of Tenant's family, a guest of Tenant, or a lawful occupant
- \* damage from wastewater stoppages caused by foreign objects in the lines that exclusively service the Property
- \* damage to doors
- \* damage to windows
- \* damage to screens
- \* damage due to window being left open

(b) **Landlord** will pay for repair conditions that adversely affect the health or safety of an ordinary tenant, except for the repairs listed in 20 (a).

(c) Tenant will pay Landlord's Agent, or any repairman Landlord directs Tenant to pay, the first \$\_\_\_\_\_ of the repair cost and Landlord shall pay the remainder.

**21. SMOKE DETECTORS:** The Property to be equipped with smoke detectors in certain locations and will govern the rights and obligations of the parties regarding smoke detectors. Requests for additional installation, inspection, or repair of smoke detectors must be in writing. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees.

**22. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:** The Property to be equipped with certain types of locks and security devices and will govern the rights and obligations of the parties regarding security devices. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant will be paid by Tenant in advance and may only be installed with Landlord's approval and whom Landlord directs after receiving a written request from Tenant.

**23. ACCESS BY LANDLORD AGENT TO PREMISES:** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord's Agent shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers, to exercise a contractual or statutory lien, leave written notices, or seize nonexempt property after event of default. As provided by law, in the case of an emergency, Landlord or anyone authorized by Landlord, may enter the Premises without Tenant's consent.

Tenant's initials \_\_\_\_\_, \_\_\_\_\_ Landlord's initials \_\_\_\_\_, \_\_\_\_\_ Agent's Initials \_\_\_\_\_, \_\_\_\_\_

**24. MOVE-IN CONDITION:** Tenant has inspected and accepts the Property AS-IS except for conditions materially affecting the safety or health of ordinary persons or unless expressly noted otherwise in this Lease. Landlord or Landlord's Agent has made no express or implied warranties as to the condition of the Property and no agreements have been made regarding future repairs unless specified in this Lease. Tenant will complete an Inventory and Condition Form, noting any defects or damages to the Property, and deliver it to Landlord's Agent within 48 hours after the Commencement Date. Tenant's failure to timely deliver the Inventory and Condition Form will be deemed as Tenant's acceptance of the Property in a clean and good condition. **The Inventory and Condition Form or Move-in-Move-Out form is not a request for maintenance or repairs. Tenant must direct all request for repairs in compliance with paragraph 19**

**25. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:** Tenant will surrender the Property in the same condition as when received, normal wear and tear accepted. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property or belongings. If Tenant leaves any personal property or belongings in the Property after Tenant surrenders possession of the Property, all such personal property or belongings shall be forfeited to and become the property of Landlord. "Surrender" means vacating the Property and returning all keys and access devices to Landlord's Agent.

**26. UTILITIES AND SERVICES:** Tenant shall be responsible for all utilities including gas, electricity, water, cable, wastewater, and garbage removal unless otherwise agreed upon in Lease.

**27. PROPERTY INSURANCE:** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

**28. DANGEROUS MATERIALS:** Tenant shall not keep or have or dispose of on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord or Agent is obtained and proof of adequate insurance protection is provided by Tenant to Landlord's Agent.

**29. TAXES:** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes - Landlord shall pay all real estate taxes and assessments for the Premises.

Personal Taxes - Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

**30. DESTRUCTION OR CONDEMNATION OF PREMISES:** If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$ 1,000, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$1,001 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days written notice of such event or condition by either party.

**31. DEFAULTS:** Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 10 day(s) (or any other obligation within 30 day(s)) after written notice of such default is provided by Landlord's Agent to Tenant, Landlord or Landlord's Agent may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord or Landlord's Agent may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults. Tenant shall also be liable to Landlord or Landlord's Agent for a reletting charge of \$ 1,095 (not to exceed one month's rent) if Tenant fails to give thirty (30) days written notice, moves out at Landlord's Agent request due to Tenant's default, moves out without written approval, moves out without paying rent in full for the entire term of this Lease contract or renewal period, or is evicted.

Tenant's initials \_\_\_\_\_, \_\_\_\_\_ Landlord's initials \_\_\_\_\_, \_\_\_\_\_ Agent's Initials \_\_\_\_\_, \_\_\_\_\_

**32. HOLDOVER:** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord's Agent a lease payment for the Holdover Period based on the terms of the previous Lease Payments paragraph. Such holdover shall constitute a month to month extension of this Lease. \$35.32 per day shall be charged.

**33. CONTRACTUAL LIEN:** All property in the premises is subject to a contractual Landlord's Agent lien to secure payment of delinquent rent and all delinquent amounts due under this Lease. Landlord's Agent shall do the following in order to exercise Agent's contractual lien: Landlord's Agent shall leave written notice afterwards at the premises in a conspicuous place. This notice must include amount of delinquent rent and other delinquent charges, name, address and phone number of person to contact about the amount owed and notice must state that all of Tenant's property will be returned promptly when delinquent rent is paid. Tenant is responsible for all costs incurred by Landlord's Agent in packing, removing and storing Tenant's personal property.

If Tenant surrenders or vacates the premises or is evicted Landlord, Agent or officers of the Law may peacefully enter, remove and store all of Tenant's personal property (including vehicles). Landlord may sell Tenant's personal property removed from a surrendered or vacated property. Sale may be public or private, subject to any lien claims or third-party ownership. Proceeds of the sale may be applied to delinquent rents, packing, moving, storage and sale costs. Proceeds of the sale in excess of amounts owed to Landlord must be mailed to Tenant at Tenant's last known address within thirty (30) days of the sale. Landlord or Agent must provide written notice thirty (30) days prior to the sale by first class mail and certified mail, return receipt requested. Notice must state the amount owed by Tenant, name, address and telephone number of the person to contact about the sale, and the date, time and place of the sale. The sale of the property must be to the highest cash bidder. Court hearings prior to the proceedings set forth in this paragraph are not required.

**34. HABITABILITY:** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord's Agent. Landlord's Agent has made no express or implied warranties as to the condition of the Premises and no agreements have been made for future repairs unless specified in this Lease.

**35. PETS:** Pets, including mammals, reptiles, birds, fish, rodents or insects, shall not be allowed without prior written consent of the Landlord. If the Tenant is in violation of the pet restriction Landlord's Agent may collect a fee of \$ 5 for each day the Tenant violates the pet restriction. If Tenant violates the pet restriction Tenant will be subject to charges for damages and eviction. Landlord's Agent may remove any unauthorized pets by providing 24 hour prior written notice of intent to remove pet. Unauthorized pets must be delivered to appropriate local authorities or local authorities may be asked to remove unauthorized pets. The Landlord or Agent will not be liable for any sickness, injury or death to any unauthorized pet due to Landlord's or Agent's negligence. Tenant shall be responsible for all costs incurred by the Landlord in the removal of the unauthorized pet and for any damages to the property.

**36. ASSIGNABILITY/SUBLETTING:** Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord's Agent, which shall not be unreasonably withheld.

**37. TERMINATION UPON SALE OF PREMISES:** Landlord or Agent may clearly display a "For Sale" or "For Lease" or similarly worded sign on the Premises during the term of Lease or renewal period. Notwithstanding any other provision of this Lease, Landlord may terminate this lease through the Agent upon 30 day(s) written notice to Tenant that the Premises have been sold.

**38. NOTICE:** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**Agent:** Property Managers of Virginia, LLC      **Tenant:** \_\_\_\_\_  
PO Box 1193      \_\_\_\_\_  
Mechanicsville VA, 23111      \_\_\_\_\_

Such addresses may be changed from time to time by either party by providing notice as set forth above

Tenant's initials \_\_\_\_\_, \_\_\_\_\_ Landlord's initials \_\_\_\_\_, \_\_\_\_\_ Agent's Initials \_\_\_\_\_, \_\_\_\_\_

**39. LIABILITY:** Landlord or Agent shall not be responsible to Tenant, Tenant's family members, Tenant's guest or other occupants for any injuries, damages, or losses to person or property caused by flood, fire, smoke, explosion, hail, ice, water leakage, burglary, theft, assault, vandalism or other occurrences or casualty losses.

**40. LEAD-BASED PAINT NOTICE:** If the Property was built before 1978, federal law requires the Landlord to provide a federally approved pamphlet on lead poisoning prevention to Tenant and to disclose Landlord's knowledge of any lead-based paint or hazard in the Property. If the Property was built before 1978, an Addendum Regarding Lead-Based paint should be attached to Lease.

**41. ENTIRE AGREEMENT/AMENDMENT:** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**42. SEVERABILITY:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**43. CUMULATIVE RIGHTS:** The rights of the parties under this Lease are cumulative, and shall be construed as exclusive unless otherwise required by law.

**44. GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the state of Virginia.

**45. SUBORDINATION OF LEASE:** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**46. ADDITIONAL PROVISIONS:**

**1. Smoke Detector Devices**

**2. Crime Free/Drug Free Addendum**

**Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2008**

**TENANT:** \_\_\_\_\_

**LANDLORD:** \_\_\_\_\_

**Management/Agent:** \_\_\_\_\_  
(Property Managers of Virginia, LLC)