

# RESIDENTIAL DEED OF LEASE

(This lease is a legally binding contract; if not understood, seek competent advice before signing)

**THIS RESIDENTIAL DEED OF LEASE ("Lease")** is made on \_\_\_\_\_, between \_\_\_\_\_ ("Landlord"), and \_\_\_\_\_ ("Tenant"), who hereby acknowledge by their initials and signatures below the disclosure that in this real estate leasing transaction, \_\_\_\_\_ ("Listing Company") represents the Landlord, and \_\_\_\_\_ ("Leasing Company") represents  the Landlord OR  the Tenant.

**1. PREMISES:** The Agent/Landlord hereby leases to the Tenant and the Tenant hereby leases from the Agent/Landlord on the following terms and conditions, the premises and all improvements (to include all fixtures, appliances, equipment and systems) described as follows:  
 Street Address: \_\_\_\_\_, Virginia, Zip Code \_\_\_\_\_, ("Premises"),  
 Subdivision or Condominium \_\_\_\_\_, County/City **Fairfax**, and if applicable:  
 Parking Space # \_\_\_\_\_, Mail Box # \_\_\_\_\_, Storage bin # \_\_\_\_\_.

**2. FIXTURES AND APPLIANCES:** The Agent/Landlord shall provide as part of the Premises all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, smoke detectors, exterior trees and shrubs and, if so indicated below the following checked fixtures and appliances:

Provided Yes No	As is Yes		Provided Yes No	As is Yes		Provided Yes No	As is Yes	
<input type="checkbox"/>	<input type="checkbox"/>	Stove or Range	<input type="checkbox"/>	<input type="checkbox"/>	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	Alarm System
<input type="checkbox"/>	<input type="checkbox"/>	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	Washer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carpeting
<input type="checkbox"/>	<input type="checkbox"/>	Wall Oven(s)#	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Window treatments
<input type="checkbox"/>	<input type="checkbox"/>	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>	Window A/C(s) #	<input type="checkbox"/>	<input type="checkbox"/>	Pool Equip. & Cover
<input type="checkbox"/>	<input type="checkbox"/>	Exhaust Fan(s) #	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling Fan(s) #	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hot Tub
<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	Furnace Humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Icemaker	<input type="checkbox"/>	<input type="checkbox"/>	Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	De-humidifier	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Disposal	<input type="checkbox"/>	<input type="checkbox"/>	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Extra Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	Water Softener	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Freezer	<input type="checkbox"/>	<input type="checkbox"/>	Auto garage door(s)	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	Garage Opener(s)	<input type="checkbox"/>	<input type="checkbox"/>	

**3. LANDLORD MAINTENANCE:** The Landlord shall maintain the Premises in good tenantable condition and shall be responsible for the repairs not due to the fault or negligence of the Tenant. Any fixtures or appliances provided "as is" need not be maintained by the Landlord. The Landlord is under no obligation to repair "as is" equipment. Tenant is not obligated to make repairs to "as is" equipment occurring from normal use.

**4. LEASE TERM; RENT:** The term ("Lease Term") will begin on January, 2011, and end January, 2011. The total rent for the initial Lease Term shall be \$ \_\_\_\_\_, payable in as follows: the sum of \$ \_\_\_\_\_, due before occupying the Premises. (A full month's rent is always due on or before occupancy. If the Lease begins on the 25th or later of the month, prorated rent shall be included in the total due on or before occupancy. If the Lease begins prior to the 25th of the month, the prorated rent will be due on the first day of the following month. The prorated amount of rent for the period n/a to n/a is \$ \_\_\_\_\_ due n/a.) All subsequent installments of \$ \_\_\_\_\_, are due on the **FIRST** day of each calendar month beginning October, 2011, without notice, demand or offset.

- A. This Lease may be terminated by either party at its' expiration provided a written notice is sent at least **60** days prior to the Lease expiration. Notice must be postmarked no later than the 1<sup>st</sup> day of the month and the Lease shall terminate on the last day of the following month no later than 5:00 P.M.
- B. Should Landlord and Tenant wish to renew or extend the Lease, a fully ratified Lease or Amendment must be completed no later than **60** days prior to the original Lease expiration or any extension thereof. Failure to complete the negotiation **60** days prior to the Lease expiration will result in having the property placed on the market for rent or sale in accordance with the terms provided herein.
- C. If both parties fail to terminate, renew or extend the lease within **60** days of the Lease termination, the Lease will be extended on a month-to-month basis upon the same terms and conditions as set forth in this Lease. However, a **60** day written notice to terminate must be postmarked **no later** than the 1<sup>st</sup> day of the month and the Lease shall terminate on the last day of the following month unless otherwise agreed in writing.
- D. If Tenant fails to vacate upon notified vacate date, Tenant will be subject to but not limited to double daily rent, expense of any incoming occupants and Agent costs for failure to vacate property.

**5. LATE PAYMENT AND RETURNED CHECKS:** Rent not received by the Agent/Landlord on or before the due date is late and a default under this Lease. If any rent is not received by the Agent/Landlord within **5 days** from the due date, the Tenant agrees to pay an administrative charge of **10% of monthly rent**. Tenant agrees that any rent checks returned from the bank for any reason will constitute late rent and will be subject to a **10% late charge and \$50 return check charge**. If a second NSF rent check is received, the Agent/Landlord will require that all future payments be made by cash, certified check or money order. The Agent/Landlord has the right to refuse any third party checks and has the option to require rental payments to be made by one check. Tenant acknowledges that any additional charges including but not limited to: rent due (past and future), late charges, administrative fees, return check fees, security or pet deposits, damages, service calls, utilities, yard care and leasing commission loss shall become due and payable as additional rent.

**6. FAILURE TO PAY RENT:** Failure to pay any rent, or additional fee, when due is a default under this Lease. If not paid within **5 days** after written notice by Agent/Landlord of non-payment and of intention to terminate this Lease, the Agent/Landlord may terminate this Lease, and unpaid rent for the entire remaining Lease Term shall become immediately due and payable. Upon termination, the Agent/Landlord shall be entitled to:

- A. Possession of the Premises and any rent and/or charges as referenced in paragraph 5,
- B. Any damages to the property considered non- fair wear and tear,
- C. Court costs and attorney's fees of 25% of the amount outstanding and/or amount of judgment awarded by court or a minimum of \$200,
- D. Once legal action has commenced, attorney fees will be due even if the action is terminated, unless it is otherwise agreed in writing by Agent/Landlord and Tenant, and other remedies provided by law.
- E. **Fairfax County General District** Court (NOT SMALL CLAIMS COURT) has original jurisdiction for any litigation brought by the Tenant under this lease. Tenant is responsible for all of Landlord's actual attorney's fees if suit is brought in any Small Claims Court.

Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

**7. MANAGEMENT: Professional Property Management of Northern Virginia, Inc.,** ("Managing Agent"),  
**Office Address: 5105 - K Backlick Road, Annandale Virginia, 22003,**  
**Phone Number: 703-642-3010, FAX: 703-642-3619 E-Mail address: ppm@ppmva.com**  
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.

**8. TRUTHFULNESS OF THE RENTAL APPLICATION:** The Tenant represents and warrants that the statements made on the Rental Application ("Application"), said application is herewith made a part of this Lease, are material representations that have been relied upon by Agent/Landlord as an inducement to rent the Premises to the Tenant. If any material facts in the Application are untrue, Agent/Landlord shall have the right to terminate this Lease, to hold the Tenant liable for any and all damages to the Premises, exercise all legal and equitable rights and remedies, and to recover attorney's fees and costs as provided herein.

**9. POSSESSION OF PREMISES:** In the event that Agent/Landlord is unable to deliver possession of the Premises on the commencement of the tenancy, the Landlord agrees to use whatever efforts are, in his determination, reasonable to secure possession of the Premises for Tenant, including recovery of possession as against a former occupant wrongfully holding over, but in no event, except for the willful and deliberate misconduct of Agent/Landlord, shall Agent/Landlord be liable to Tenant for any delay in possession. Notwithstanding the provisions of the foregoing sentence, Tenant shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this lease until the Premises are available for occupancy of Tenant.

**10. USES:** The Premises are leased to the above named Tenant only, and shall be used solely as a residential dwelling to be occupied by only those adults and children listed on the Application and no more than **two** adult(s) and **one** child(ren), except those born or adopted hereafter, and for no other purpose. No portion of the Premises shall be sublet or assigned without the prior written consent of the Agent/Landlord. Occasional visits by guests, not to exceed two (2) weeks during any consecutive twelve (12) month period, are permitted without the prior written consent of Agent/Landlord. The Tenant shall not use or allow the Premises to be used for any disorderly or unlawful purposes, and shall comply with all applicable laws and ordinances and Rules and Regulations (as defined in this Lease including all terms and conditions set forth in Paragraph 11).

The Landlord shall have the right to terminate this Lease upon receipt of a preponderance of evidence that indicates an immediate threat that materially affects the health or safety of the property or other Tenants. For example, the sale or disposition of dangerous drugs or drug paraphernalia on the Premises shall be considered an immediate threat. In such an event, Agent/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 Agent/Landlord within the time period specified in the Notice of Termination.

**11. COMPLIANCE WITH OWNERS ASSOCIATION DOCUMENTS (HOA):** Tenant's right to use and occupy the Premises shall be subject to the provisions of the "Owners Association" (which will include condominium unit owners, corporate, homeowners', or other similar associations) covenants, Declarations and Bylaws (collectively "Association Documents") and to such Rules and Regulations as the HOA may issue (collectively "Rules and Regulations"). Failure to comply with the provisions of the HOA Rules and Regulations shall constitute a breach of this Lease. All costs incurred to cure such a breach shall be paid by the Tenant and will include a Fifty Dollar (\$50.00) Admin Fee. This Lease grants the Tenant the rights of the Landlord to use the common elements and facilities of the HOA (excluding membership rights in the Owners Association), for the Lease Term, in accordance with the provisions of the HOA Rules and Regulations and provided that the Tenant pays any optional user fees, if required. The Agent/Landlord agrees to complete necessary forms for the Tenant to obtain or use any HOA services. Landlord agrees to pay all normal condo, HOA or Association fees.

**In compliance with the HOA/Condominium: Tenant shall pay any non-refundable move-in or move-out fees required. Tenant shall pay any refundable/non-refundable deposits/fees for use of elevators or other facilities. Tenants shall make all arrangements to schedule move-in/move-out with HOA/Condominium prior to occupancy or vacating premises. If premises requires any type of assigned parking, passes, stickers, decals or permits, it is the Tenant's responsibility to acquire the pass, sticker, decal or permit before move-in. Agent/Landlord will not be responsible for any towing charges, fees or fines due to improper parking.**

**12. UTILITIES:** The Tenant shall place and maintain all separately metered or billed utilities in the Tenant's name effective on or prior to **September 2011**, and shall promptly pay all such utility bills during Lease Term, as bills become due. A Fifty Dollar (\$50) Admin Fee will be assessed for each utility service that is not transferred into the Tenant's name by the start date of the Lease. Utilities must remain in the Tenants name until the **last day of legal responsibility of this lease**, regardless of the actual vacate date, unless the Tenant is a holdover in which case the Tenant will be liable until the actual move-out date. The Landlord agrees to have any fuel tank(s) filled at the beginning of the Lease Term. The Tenant agrees to purchase fuel from the company selected by the Landlord whenever possible, unless covered under condo, HOA or Association fees paid by Landlord. **Tenant agrees to leave all fuel tank(s) full upon vacating property. Tenant agrees to pay any separately billed services, including, but not limited to water, trash, cable, telephone, electric, gas, or oil regardless of what was advertised in listing profile unless specifically agreed to and included in this Lease Agreement.**

**13. SECURITY DEPOSIT:** Prior to the beginning of the Lease term, Tenant shall deposit the sum of \$\_\_\_\_\_ ("Security Deposit") in **certified funds** to be held by Agent/Landlord to insure full compliance by the Tenant of all provisions of this Lease, including but not limited to damages caused by the Tenant, guests, and/or pets. **Tenant can not use the Security Deposit for any payment of rent or other obligations.**

- A.** If the Tenant fails to comply with any provisions of this Lease, the Landlord may use, apply or retain all or any part of the Security Deposit for the payment of (including but not limited to) the following: rent, administrative or additional charges set forth in this Lease, damages or any amount the Landlord may expend by reason of noncompliance by the Tenant with the terms of this Lease, including any damages or deficiency in the re-letting of the Premises, whether accruing before or after re-entry by the Landlord.
- B.** When the Tenant has performed all obligations under this Lease, paid all rent and other charges, returned all keys, passes and documents provided, and surrendered the Premises in the same condition as at the beginning of the Lease Term, except for reasonable wear and tear, the Landlord shall return to the Tenant, within forty-five (45) days after the termination of tenancy and delivery of possession, any remaining amount of the Security Deposit and any additional Deposits together with an itemized list of charges. Tenant must provide evidence of payment of final water bill no later than the 20<sup>th</sup> day after Lease termination date. If the final bill is not paid by the end of the 20th day after lease termination, PPM will pay the final water bill from the Security Deposit in addition to a \$25 administrative fee. If the final amount of the water bill is not available, PPM will withhold \$500 from the security deposit until the final bill is paid, at which time the balance will be returned.
- C.** The Landlord's application of the Security Deposit shall not be the Landlord's sole remedy in the event of Tenant's default. If the costs of repairs, replacements or other damages exceed the Security Deposit and other deposits being held, the Tenant shall pay for such excess costs. Any Pet Deposit may be used if necessary to cover damages above and beyond the Security Deposit whether pet related or not.
- D.** If, during the Lease Term, including any extension, renewal or holdover, any part of the Security Deposit and/or the additional deposit shall be used by the Agent/Landlord in accordance with the terms of this lease or applicable law, Agent/Landlord shall notify the Tenant in writing of such use and shall provide a final statement within 45 days. The Tenant shall immediately deposit with the Landlord a sum equal to the amount used so that the full Security Deposit is on hand at all times during the lease.
- E.** The Agent/Landlord shall notify the Tenant in writing of the name, address and telephone number of the new Agent or new Landlord in the event of a change in rental management or the sale, transfer or assignment of the Landlord's interest in the Premises or in this Lease. In the event of a sale, transfer or assignment of the Landlord's interest in the Premises or this Lease, the Agent/Landlord shall transfer the Security Deposit to the transferee, and will be released from all liability. The Tenant shall look to the new Agent or Landlord for the return of the Security Deposit. Tenant does not have to agree in writing or verbally to transfer of the Security Deposit provided they have been informed in writing of the transfer.
- F.** After postmark of the final closing statement listing damages and deductions from the deposit(s), if Tenant does not dispute the validity of the charges, or portion thereof, within 30 days, they will be deemed valid. Disputes must be in writing within the 30 day period. Claims will be researched and forwarded to the Landlord for a final decision. Tenant will be provided a final statement.
- G.** Agent/Landlord hereby discloses that if Agent/Landlord is holding the Security Deposit and/or additional deposit(s), Agent/Landlord may from time to time receive income generated from placement of Tenant's security deposit and/or additional deposit(s) in an interest bearing account. Interest shall accrue to the benefit of Agent unless Landlord is required to pay interest in accordance with the Virginia Landlord Tenant Law. Neither Landlord nor Tenant shall make any claims thereto.

Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

**14. CHECK IN INSPECTION:** Within **2 days** after the beginning of the Lease Term, the Agent/Landlord shall submit a written report to the Tenant itemizing the condition and inventory of the Premises. This report shall be deemed correct unless the Tenant submits additional items in writing **within 7 days** after receipt of the written report. Promises to decorate, alter, repair or improve the Premises must be in writing to be enforceable.

**15. TENANT OBLIGATIONS:**

**A. Tenant Maintenance** - The Tenant shall not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises, nor permit any person to do so. The Tenant shall pay for any repairs or replacements made necessary due to deliberate or negligent acts or omissions of the Tenant, Tenant's family, guests, employees or pet(s). The Tenant shall be responsible for:

1. Maintaining the premises in clean and sanitary condition. Disposing of all trash, garbage, and waste in appropriate or required receptacles.
2. Using and operating all appliances, equipment and systems in a safe and reasonable manner and so as not to overload any system. To include annual professional inspection/cleaning of fireplace(s) If applicable, Tenant is required to disconnect all exterior faucet hoses, shut off interior valves, bleed lines, and leave exterior faucets open during cold weather months. In the event the plumbing at the Premises is frozen or obstructed due to the negligence of the Tenant, Tenant's family or guests, the Tenant shall pay immediately the cost of repairing frozen pipes or clearing such obstruction and any additional costs associated with the repair (i.e., drywall, carpets, etc.)
3. Replacing all light bulbs & electrical box fuses as needed and resetting any GFI/circuit breakers. Changing/cleaning furnace or air conditioner filters every month. A new/clean filter must be in place upon vacating the property.
4. Clearing stoppage of all drains and toilets, garbage disposal and keeping mildew off bath ceiling, walls and caulking; maintenance of all carpeting and flooring in clean and good condition; 75% of hardwood floors must be covered with carpet; replacement and payment for glass and screen breakage or screen frame damage.
5. Cutting, watering and maintaining the lawn and pruning shrubbery, weeding beds; promptly removing ice and snow from all walks, steps and drives; maintain drains and stairwell drains, gutters and downspouts and grounds free of leaves and other debris. All wood piles must be kept as far away from the house as possible.
6. Promptly reporting to the Agent/Landlord any defect, damage or breakage. Failure to report damages shall make the Tenant liable for the repair and any additional damage. This provision does not obligate the Landlord to repair or correct such damage.
7. The cost of any unnecessary repair/service calls and/or any costs incurred as a result of the Tenant failing to keep appointments with service persons who require access in order to make scheduled repairs or inspections.
8. Making any repairs, alterations or additions required by any government authority, HOA or the Managing Agent due to the Tenant's use.
9. The control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets and rodents during occupancy; and upon vacation of the Premises, the Tenant shall be responsible for the elimination of all such household pests from the interior of the dwelling unit and garages(s).
10. Tenant shall not use, store or keep on Premises any explosives, flammable or combustible materials which could increase the rate of fire or any other liability insurance on the Premises
11. Tenant shall not use any chemical such as rock salt on concrete to melt ice or snow

**B Landlord consent required** - The Tenant is required to submit a written request, including any plans for restoration, to the Landlord. The Landlord's consent must be in writing prior to any of the following:

1. Remodeling, making any structural change, alteration, addition or decoration, including papering and painting of the Premises.
2. Installing, attaching, removing or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antennas, satellite dishes, wood burning stoves, fireplace inserts or kerosene heaters, and any other personal property left by the Landlord.
3. Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hooks which are permitted).
4. Affixing any object containing an adhesive backing to any surface in the Premises or attaching plant hooks to the ceiling.
5. Re-keying locks, installing extra locks, burglary prevention and fire detection devices must be approved by Agent/Landlord and all codes for the alarm must be provided to PPM. The Tenant must provide the Agent/Landlord and the HOA where required, with a duplicate of all keys. Failure to provide a key which restricts access of Agent/Landlord shall result in a \$50 administrative charge to Tenant and credited to Agent and if necessary the cost to re-key the locks to provide Agent//Landlord a working key. The Tenant shall remove all such devices and repair any resulting damage upon termination of tenancy unless otherwise agreed to in writing by Agent/Landlord.
6. Installing iron safes, water beds or any heavy objects. The Agent/Landlord reserves the right to prescribe the maximum weight, position and the manner of placing objects. The Tenant shall be liable for any damage to the Premises caused by taking in, using or removing these.

**C. Insurance**

1. Liability - The Tenant shall not act nor permit another to act in a manner which shall adversely affect, increase the cost of, or result in the cancellation of any fire or other liability insurance policy covering the Premises. **The Tenant shall obtain and maintain, and provide the Agent/Landlord with evidence of liability insurance against all claims on account of personal injury, personal property, and property damage for which the Tenant may, as a result of use or occupancy of the Premises and of any facilities or common elements of the Owners' Association, become liable with limits of not less than \$300,000 with respect to bodily injury to or death of any person(s), arising out of any occurrence, and \$50,000 per occurrence with respect to any instance of property damage.**
2. Personal Property - All of Tenant's personal property located or stored at the Premises shall be located or stored at the Tenant's sole risk. To the extent permitted by law, the Tenant shall indemnify and hold harmless the Agent/Landlord from and against any loss or damage to such personal property. To the extent permitted by law, the Agent/Landlord and/or the Owners' Association shall not be liable for any injury, damage or loss resulting from any accident or occurrence in or upon the Premises.

**D. Posting Of Signs** - The Tenant shall not place or display any sign, advertisement or notice on any part of the Premises.

**E. Liens Upon The Premises** - The Tenant shall not create or permit any lien upon the Premises or Tenant's interest in this Lease.

**F. Telephone Numbers** - The Tenant shall provide the Agent/Landlord with current home and work telephone numbers.

**G. Abandonment Or Absence By Tenant** - The Tenant shall notify the Agent/Landlord in writing if the Tenant intends to be absent from the Premises for more than 14 days. If the Tenant fails to notify the Agent/Landlord and no rent has been paid, the Agent/Landlord may consider the Premises abandoned, re-enter and re-rent, treating the Tenant's personal property as abandoned. The Agent/Landlord shall not be liable to the Tenant for these actions. The Tenant shall remain liable for rent due, damage, repairs and any expenses incurred under this Lease until the Premises are rented or the expiration of the Lease Term, whichever occurs first. The Landlord may re-rent the Premises on terms identical to or different from this Lease, and for any amount of rent. The Tenant shall be responsible for any deficiency in rent collected.

**16. LANDLORD WITHOUT LIABILITY:** Neither Agent nor the Landlord shall be liable for any injury or damage to persons or personal property either caused by or resulting from falling plaster, dampness, overflow or leakage upon or into Premises, of water, rain, snow, ice, sewage, steam, gas or electricity, or any breakage on or malfunction of pipes, plumbing fixtures, air conditioners or appliances or leakage, breakage or obstruction of pipes, nor for any injury or damage from any other causes or negligence of Agent/Landlord, and the Tenant shall give prompt notice to Agent/Landlord and to the HOA of any of the foregoing occurrences, however caused.

**17. PETS:** Tenant and/or Tenant's guests shall not keep pets on the Premises without written consent of the Agent/Landlord. Should this written consent be granted, the Tenant acknowledges that the Landlord's consent is conditional for so long as there are no bona fide complaints involving Tenant's or Tenant's guests pet(s).

**IF AN UNAUTHORIZED PET IS FOUND ON THE PREMISES, THE FULL SECURITY DEPOSIT MAY BE FORFEITED AT THE OPTION OF THE AGENT/LANDLORD DUE TO BREACH OF LEASE, REGARDLESS IF ANY DAMAGE HAS OCCURRED OR THE LENGTH OF TIME THE PET IS IN THE PROPERTY.**

**If permission is ultimately granted for an unauthorized pet, an amendment must be signed and a \$250 administrative fee payable to Agent will be due along with any pet deposit at time of the amendment signing.**

Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

Should Landlord fail to grant permission for an unauthorized pet or if there is a violation of the lease due to a pet issue, Tenant will be given written notification to correct the violation. Failure to cure the violation by the specified date will result in the daily rent doubling until such time as the violation is corrected either voluntarily or through legal means.

Tenant is responsible to confirm their compliance with all condominium or homeowner association rules concerning pet(s) prior to and during occupancy of property. Permission to keep pet(s) on the premises may be revoked at any time if the Tenant fails to comply with the provisions of the pet addendum, the law or rules and regulations, or in any way permits the pet to become a nuisance.

The pet deposit may be used to pay for non-pet related damages exceeding the amount of the security deposit. The Tenant assumes all liability and responsibility for any and all damages to the exterior or interior caused by said pet(s) including but not limited to having the carpets inspected by a professional carpet cleaner, restoration company or PPM to assess the extent of any damage from odor and/or urine stains. Based on the recommendation of treatment, Tenant will be responsible for deodorizing, cleaning, replacing padding and/or carpeting, sealing floors and/or walls. This includes but is not limited to scratched and/or chewed doors, woodwork, floors or carpet. There will be no depreciation of carpeting/padding or flooring should replacement be necessary due to pet damage. Damage to the exterior includes but is not limited to trees, lawns, shrubs, garden, plants, bushes, fencing and any damage done to the structure of the house. Tenant is also responsible for the cost to de-flea and de-tick the premises by a professional exterminator at the termination of the tenancy as well as having the carpets professionally cleaned. Tenant shall provide a paid receipt evidencing such professional services. Depending upon the nature and scope of any damage, the final cost to repair the damages may not be available within 30 to 45 days of vacating. Agent/Landlord will work to resolve the problems as quickly and cost effectively as possible. Once completed, Tenant will be provided a final closing statement and documentation. Agent/Landlord is under no obligation to use Tenant's contractors to perform any of the above referenced work.

Tenant agrees that when periodic inspections are scheduled or at the end of the lease term should property be marketed for rent or sale, pet(s) will be restrained or removed from the property during these times if Tenant is not present. Failure to allow access to the property due to a pet(s) will be treated as a violation of the lease and there may be a forfeiture of the pet and/or security deposit.

Written consent is hereby granted, and the following pet(s) may be kept on the Premises:

Number: none Type: \_\_\_\_\_ Pet Deposit: \$ \_\_\_\_\_ Description: \_\_\_\_\_

**18. SMOKE DETECTORS:** The Landlord agrees that smoke detector(s) have been or will be installed before the Tenant's occupancy. Tenant agrees to check smoke detector(s) periodically during the tenancy, replace batteries as necessary to keep the smoke detector(s) in proper working condition and to report any malfunctions to the Agent/Landlord in writing. The Agent/Landlord assumes no responsibility or liability for any non-reported malfunctions or misuse of smoke detector(s) by the Tenant which result in personal injury or damage to personal property on the Premises. If requested, smoke/co detector(s) will be installed for the hearing impaired.

**19. NOTICE:** Any Notice provided for or permitted by this Lease to be given by one party or the other shall be deemed given for all purposes if in writing, mailed U.S. mail, addressed to the party to be notified or delivered personally to the Agent/Landlord. Such notice shall be deemed received as of the date of postmark or personal delivery. If postmark is not legible, the date of receipt shall prevail. Said notice may be posted by a sheriff in the jurisdiction of Premises.

**20. RIGHTS OF THE LANDLORD - COSTS OF ENFORCEMENT, WAIVER OF EXEMPTIONS & SEVERABILITY:**

- A. If at any time during the Lease Term, or any extensions, renewal or holdover term, Agent/Landlord should be required by any governmental authority, HOA or Managing Agent to make repairs, alternations or additions to the Premises or its equipment, caused by Tenant's use of the Premises, Tenant's negligence or noncompliance with the provisions of this Lease, such repairs, alternations or additions shall be made at the Tenant's expense.
- B. The Tenant shall pay all costs, expenses, fees and charges incurred by the Agent/Landlord in enforcing, by legal action or otherwise, any provisions of this Lease, including the payment of attorney fees as provided herein and the Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of this Lease.
- C. Non-compliance - If the Tenant fails to perform any of the provisions of this Lease (other than failure to pay rent when due), or upon abandonment of the Premises, in addition to other remedies provided by law, the Agent/Landlord shall give written notice to the Tenant specifying the particular non-compliance and the Agent/Landlord may terminate this Lease not less than 30 days after postmark of such notice unless the Tenant remedies the non-compliance within 21 days after said postmark in a manner acceptable to the Agent/Landlord. In addition to any costs of enforcement, the Agent/Landlord shall be entitled to immediate possession of the Premises, rents (past due and future), damages, injunctive relief for breach of this Lease, court costs and attorney's fees and any unpaid rent for the entire remaining Lease Term shall become immediately due and payable. If the Agent/Landlord does not pursue lease termination when non-compliance is noted or accepts additional rents, it does not constitute a waiver or acceptance of the non-compliance. The Agent/Landlord reserves the right to take action against non-compliance.

**21. ACCESS TO THE PREMISES:** The Agent/Landlord or designated representative(s), upon reasonable notice to the Tenant and at reasonable times, may enter the Premises in order to do the following:

- A. Inspect the Premises during normal business hours.
- B. Make necessary or agreed upon repairs, decorations, alterations or improvements.
- C. Supply necessary or agreed services.
- D. After notice of termination of this Lease by Agent/Landlord or Tenant or ninety (90) days preceding the expiration of the Lease Term, place a "FOR SALE" sign upon the premises in addition to a Realtor® Lockbox and exhibit the premises to prospective and/or actual purchasers, at reasonable times and during reasonable hours.
- E. After notice of termination of this Lease by Agent/Landlord or Tenant or sixty (60) days preceding the expiration of this Lease Term, place a "FOR RENT" sign upon the Premises in addition to a Realtor® Lockbox and exhibit the Premises to prospective and/or actual lessees, at reasonable times during reasonable hours.

In case of emergency, where it is impractical for the Agent/Landlord to give reasonable notice to the Tenant of the Agent/Landlord's intent to enter the Premises, or in case the Premises have been vacated, abandoned or surrendered by the Tenant, the Premises may be entered by the Agent/Landlord or designated representative(s) without notice and without the consent of the Tenant.

Should it become necessary to make repairs/improvements to the Premises, the Agent/Landlord, whenever possible, shall make arrangements for the workers to coordinate with the Tenant the time and date when workers may enter the Premises to accomplish the work. It then will be the Tenant's responsibility to insure that these workers have access to the Premises at agreed time and date; and that this time and date should be during the regular business hours of the firm doing the work. If the Tenant refuses to allow or prevents the access to the Agent/Landlord as provided herein, the Tenant shall bear any additional expense incurred by the Agent/Landlord. The Agent/Landlord may take legal action to compel access or may terminate this Lease. In either case, the Agent/Landlord may recover actual damages sustained and attorney's fees of 25% of any judgment awarded or a minimum of \$500.00.

Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

**22. TRANSFER OF LANDLORD:** It is agreed that if the Landlord is transferred back to the Washington Metropolitan area by the Landlord's employer or is discharged from active duty with the Armed Forces of the United States or from full time duty or technician status with the Virginia National Guard, the Landlord shall have the right to terminate this lease by giving the Tenant at least **60 (Sixty) days** notice in writing, whereupon the Tenant shall vacate and surrender possession of the Premises to the Landlord on the termination date.

**23. TRANSFER OF TENANT:** 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 this Lease if such Military Tenant (1) receives orders to depart thirty-five (35) miles or more (radius) from the Premises either for a permanent change of station or for temporary duty for more than three months, (2) is discharged or released from active duty or from full-time duty or technical status, (3) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters, or (4) after entry into military service.

The Military Tenant may terminate this 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 thirty (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 sixty (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 or orders, or a signed letter from the commanding officer confirming the orders.

**24. EARLY TERMINATION OF LEASE:** If Tenant terminates the lease prior to the expiration date, a **\$500 administrative fee** will be charged and a leasing commission loss will be charged (if the Landlord is required to pay another fee) which will be determined upon the re-renting of the property. This paragraph is not applicable if a Tenant terminates the Lease under the provisions under paragraph 23. In addition **Tenants will remain liable for rent, utilities and if appropriate yard maintenance until property is re-rented** or until the lease expires, whichever comes first or until Tenant is released from further obligations under the Lease by written notification.

**25. TENANT CHANGE DURING LEASE TERM:** A Tenant change constitutes adding a Tenant to, and/or removing a Tenant from, the Lease Agreement during the Lease Term. Tenants wishing to vacate before the end of the Lease Term in a housemate situation, must replace themselves with a qualified Tenant approved by Agent/Landlord and the remaining Tenants at the Premises before the vacating Tenant will be released from all terms and conditions of the Lease Agreement. Written notice is required from the vacating Tenant. An application and a processing fee must be received from the replacement Tenant. Either a new Lease Agreement or an Amendment to the Lease must be executed by all parties for the Tenant change. If an additional Tenant is added to the lease beyond the original number of occupants, the Tenants may be subject to an increase in the monthly rent. **An administrative fee of \$350** per occurrence will be charged if the Tenant change occurs during the current Lease Term. All Tenants agree that Landlord/Agent will not be responsible for returning any portion of the vacating Tenant's security deposit. Remaining Tenants are responsible for assessing any damages and deducting appropriate amounts from the deposit before returning any portion. Tenants remaining on the Lease at the end of the Lease Term will be fully responsible for all damages and agree that all Tenants are jointly and individually responsible for all terms and conditions of the Lease Agreement. Should a Tenant vacate without written notification and replacement of themselves as provided above, it is understood that the vacating Tenant will remain liable under the terms of this lease. No administrative fee will be assessed for Tenant changes made at the end of the Lease Term.

**26. BANKRUPTCY:** In the event the Tenant is adjudicated a bankrupt, or makes an assignment for the benefit of creditor(s), this Lease, at the option of the Agent/Landlord, shall terminate upon 30 days written notice and the premises shall be surrendered to the Agent/Landlord, who hereby reserves the right to re-enter and repossess the Premises.

**27. NO WAIVER:** No waiver or oversight of any breach of any covenant, condition or agreement herein contained, or compromise of settlement relating to such a breach shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof. Acceptance of rent or acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time. All individual provisions, paragraphs, sentences, clauses, sections and words in this Lease shall be severable and if one or more such provision, paragraph, sentence clause or word is determined by any court, administrative body or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way in violation of, or in conflict with any law of any applicable jurisdiction, such determination shall have no effect whatsoever on any of the remaining provisions, paragraphs, sentences, clauses, sections or words of this Lease.

**28. SUBORDINATION:** This Lease is and shall remain subject to all mortgages or deeds of trust now or hereafter affecting the Premises or the building on which the Premises are located. Although the subordination provision of this section shall be deemed automatic, the Tenant shall, within 5 days after the request, execute any and all instruments requested by the Agent/Landlord to evidence such subordination. If the Tenant fails to do so the Tenant irrevocably appoints the Agent/Landlord as the Tenant's attorney-in-fact to execute such instruments for and on behalf of the Tenant. Should Property be foreclosed, Tenant agrees to vacate Premises within 60 (sixty) days of such notice or as agreed in writing between Landlord and Tenant. Tenant agrees to hold Agent harmless and Agent will not be liable for any expenses pursuant to such foreclosure.

**29. DEATH OF TENANT OR LANDLORD:** If the Tenant(s) or Landlord(s) should die during the 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 the Lease must be exercised within 90 days following the death of the party.

**30. CHECK OUT INSPECTION:** Tenant shall provide written request for a check out inspection to Agent/Landlord no later than **Ten (10) days prior to Tenant's intended check out date.** Agent/Landlord shall have the sole discretion in determining the time of the check out inspection. The Tenant has the right to be present. Agent/Landlord shall make a reasonable effort to advise Tenant of the time and date if the check out inspection, which inspection shall be made within seventy two (72) hours, weather permitting of termination of occupancy or tenancy, whichever occurs last. The inspection will be made to determine if there are any damages not considered fair wear and tear. More than one inspection may be necessary before all damages can be assessed. Prior to the inspection the Tenant shall:

- A.** Have **carpets cleaned by a professional company** acceptable to the Agent/Landlord and provide a paid receipt. If cleaning is not acceptable or a receipt is not supplied, Agent/Landlord reserves the right to hire another company to re-clean the carpets at the Tenants expense.
- B.** Have the Premises **professionally treated for fleas/ticks if pet(s) have been present** and provide a paid receipt. If pest problems arise after Tenant vacates, Agent/Landlord reserves right to have Premises treated as necessary to eliminate the pests at Tenant expense.
- C.** Tenant(s) must provide a paid receipt at move-out from a professional chimney sweep evidencing an inspection/cleaning has been done.
- D.** **Eliminate any other household pests**, including but not limited to fleas, ticks, roaches, silverfish, ants, crickets and rodents.
- E.** Provide evidence from the fuel/gas company that the appropriate **tank(s) have been refilled, if applicable.**
- F.** Insure that the Premises are **thoroughly cleaned**, including having hardwood floors cleaned. Where appropriate, have **grass and shrubs properly trimmed and the beds weeded and leaves removed throughout yard.**
- G.** In a dispute regarding cleanliness to the inside and outside, Agent/Landlord's **decision will prevail.**
- H.** **Return all keys, any remotes and garage door openers, fobs, pool passes, parking stickers or permits**, documents including operating manuals, any personal belongings of the Landlord as provided and leave a forwarding address. Failure to return all keys at the time of the final inspection or by 5:00 P.M. of the last day of the lease may result in the locks being re-keyed at the Tenants expense.
- I.** If the property is not **totally** vacant and ready for inspection and all keys and receipts relinquished, Tenant will be assessed \$100 for rescheduling the inspection. Additionally, there will be a \$50 administrative fee for each service that PPM is required to initiate. (i.e., carpets not cleaned, PPM will arrange cleaning and in addition to the cleaning charge, a \$50 fee will be assessed).

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_

**31. CONDEMNATION:** In the event that the Premises or any part of the Premises (other than common elements, the taking of which does not prevent continued occupancy of the Premises) is taken by any authority exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by the condemning authority. The Tenant waives all claims against the Agent/Landlord or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award which the Landlord may receive, hereby quitclaiming all interest in such award to the Landlord.

**32. DESTRUCTION BY CASUALTY:** In the event of damage to the Premises by fire or casualty, the Landlord, at it's option (a) may repair such damage within a reasonable time after written notice of such damage from the Tenant, or (b) may terminate this Lease by written notice to the Tenant. If the Premises or any part of it is damaged by fire or casualty to such extent that the enjoyment of the Premises is substantially impaired, each such impairment to be agreed by both parties in writing, the Tenant may immediately vacate the Premises and notify the Agent/Landlord in writing within 14 days after such vacation of the intention of the Tenant to terminate this Lease, in which case this Lease shall terminate as of the date of vacation. If however, the damage to the Premises by fire or casualty is caused by the act or omission of the Tenant, or the agents, servants, employees, visitors or licensees of the Tenant, the Tenant shall have no right to terminate this Lease, and the Tenant shall be liable for the rent during the unexpired term of this Lease, without abatement, unless the Landlord elects to terminate this Lease and relieve Tenant from further liability.

**33. COMPENSATION ON SALE TO TENANT:** There may be compensation payable as set forth in a separate agreement in the event the Tenant purchases the Premises from the Landlord. This paragraph does not give the Tenant a right, privilege or option to purchase the Premises.

**34. COUNTERPARTS:** This Lease may be executed in any number of copies, each of which shall be considered an original but all of which together shall be the same Lease. One copy of the fully executed Lease shall be delivered by Tenant to the Condominium or HOA prior to occupancy if required by Rules and Regulations.

**35. MISCELLANEOUS:** The conditions contained in the 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. This Lease contains the final and entire agreement of the parties and neither the Landlord, the Tenant, nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained in this Lease. Any provision of this 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. Tenants signing this Lease shall be jointly and severally liable. Wherever the context so 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 this Lease which requires the payment of "attorney's fees" shall only be valid to the extent permitted by law.

**36.** If tenant is not a United States citizen and is a member of a diplomatic mission or staff, civil diplomatic immunity with regard to the terms of this Lease is hereby waived. The undersigned tenant expressly waives any laws which confer immunity against any judgment for possession of Premises or judgment for rents or damages for breach of Lease.

**37. 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 this lease.

**38. ADDITIONAL TERMS:**

- A. Tenant is required by Lease Paragraph 15C, to obtain Renters Insurance and provide a copy of said policy to PPM. The policy must be submitted to PPM on or before the move in date.
- B. No Smoking is allowed inside the house, garage or any enclosed area or structure on the property. If smoke or smoke related damage or objectionable cooking odors are found at the move out inspection the Tenants may be liable for any cost to remediate the problem.
- C. Security Deposit and First Full Month's Rent Check are to be in certified funds and paid on or before occupancy.

DATE                      LANDLORD:                      (SEAL)

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

**BY PROFESSIONAL PROPERTY MANAGEMENT OF  
NORTHERN VIRGINIA, INC. AS AGENT FOR LANDLORD**

DATE                      TENANT                      (SEAL)

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

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

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

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

**TENANT Contact Information on Day or Prior To Move In Date**

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_