

THIS LEASE AGREEMENT, made as of _____, by and among York Property LLC (herein called "Landlord"), and
herein called "Resident"). The designation "AO" stands for Authorized Occupant
and is applicable only to Residents under the legal age of majority.

WITNESSETH

1. THAT IN CONSIDERATION of the premises, rents and covenants herein, Landlord hereby leases to Resident, and Resident hereby rents and hires from Landlord, upon the terms and conditions herein set forth, that certain property known as a/an _____,
at, _____ (herein called "the premises") for the term commencing at noon on _____ and ending at noon on _____ and Resident covenants and agrees to pay as rental the amount of _____

The first monthly installment is due on or before commencement of this Lease. The remaining monthly payments are payable by the first day of the second month of this Lease and by the first day of each ensuing month thereafter. Rent shall be deemed paid when RECEIVED by **York Property, LLC., 112 W. Main Street, Suite 5, Charlottesville, Virginia 22902**, or such other place as Landlord may from time to time designate to Resident shall then comply with such notice. Each such resident shall be fully protected from all claims of Landlord in making such payments to Mortgagee (Beneficiary). In the event a monthly payment is received on or after the 5TH of the month, Resident agrees to pay an additional charge or a late fee of ten percent (10%) of the monthly rental amount. Resident agrees to pay an additional charge of \$40.00, in addition to the late fee, for each check returned for insufficient funds or any other reason. Personal checks will not be accepted after two incidents of returned checks. ALL RENT PAYMENTS WILL FIRST BE APPLIED TO ALL PAST DUE BALANCES, AND THEN TO CURRENT RENT DUE.

Please make all checks payable to the "Landlord" (Refer to Cover Page). ONLY CASHIER'S CHECK, CERTIFIED CHECK, OR MONEY ORDER WILL BE ACCEPTED FOR RENT PAID ON OR AFTER THE 10TH DAY OF EACH MONTH.

2. SECURITY DEPOSIT: In addition to the rental payment, Resident hereby deposits in advance with Landlord the following sum:

\$ _____	Pet Deposit
\$ _____	Balance due upon lease signing)

\$ _____	TOTAL SECURITY DEPOSIT (<u>Refer to Cover Page</u>)

The deposit is to be held by Landlord as security for faithful performance by Resident of all the terms of this lease and the Apartment Policies & Regulations Handbook. Upon commencement of the Lease, Resident acknowledges receipt, in good condition, of the premises and all its equipment, excepting the list of defects that Landlord shall deliver to Resident within five (5) business days of occupancy. Resident shall deliver in writing and within (5) days thereafter any additional defects which Resident may discover or Landlord's list shall be accepted as a true and accurate description of the condition of the premises at the time of occupancy.

The deposit is to be held by Landlord as security for faithful performance by resident of all terms of this Lease and the Apartment Policies & Regulations handbook. Within five business days of commencement of the Lease, Resident must report and condition of the apartment that does not comply with the expectations of the Vacating Guidelines specified in the Apartment Policies and regulations Handbook. Further, if Resident has fully complied with all the provisions of this Lease to include the Apartment Policies and Regulations Handbook and has vacate the premises thoroughly cleaned and in good condition (see special reminder), the deposit is to be returned within the time period specified in the Code of Virginia in effect at the time of termination of tenancy and delivery of possession, less any charges that Landlord may deduct from such deposit in accordance with 55.248.11 of the Code. Resident may request in writing, at least five days prior to the inspection of the premises, to be present at said inspection. If any portion of the deposit is retained by Landlord, Landlord shall forward writing the time period specified in the Code an itemized accounting of the proceeds which are retained and the reasons therefore. Pursuant to said return, Resident agrees to notify Landlord, in writing, of his new address as soon as the premises are vacated. In the event Resident defaults on any provision of this contract, the deposit may be used by Owner to apply against default by the Resident. (THE DEPOSIT MAY NOT UNDER ANY CONDITIONS BE DEDUCTED BY RESIDENT FROM ANY RENTAL PAYMENTS).

3. RESERVATION DEPOSIT: All money paid upon signing of this Lease will be deemed a reservation fee until the time of actual occupancy of the rental unit. When the unit is occupied, all money paid as a reservation fee will be credited towards the security deposit. Failure to take possession of the unit will result in a total forfeiture of the reservation fee.
The Resident (s) has paid a non-refundable application fee for purposes of processing this lease.

4. SERVICES: Landlord shall not be responsible for or liable for delivery of messages, telephone answering service, mail or parcel delivery, nor for any service not expressly provided for in this lease. From time to time the Landlord may accept at its place of business parcel

deliveries, however, the Landlord is not responsible for any loss or damage to any parcel delivery that is delivered to its place of business. The resident must provide the Landlord with positive proof of identification before any package will be relinquished from the Landlord's place of business. This lease shall not be terminated because of interruption of any services, or the failure of any appliance to function properly or because of any inconvenience arising from such interruption or failure to function properly, where Landlord has been notified of any such interruption, malfunction, or failure of the above services by Resident and has made timely efforts to repair them.

5. MAINTENACE OF PREMISES: Landlord shall be responsible for keeping and maintaining at his cost and expense the exterior walls, roofs, electric wiring, water, gas and sewage pipes, heating system, and appliances (excepting any of the above for which the municipality is responsible) in good and sanitary order, except where the damage and disrepair thereto has been caused by abuse or negligence of Resident, his family, or guests, but Landlord in no way assumes liability for maintenance of public areas.

Resident is responsible for keeping clean, clear and unobstructed his own entrance and the steps and walkways, if any, leading to his private entrance from the parking lot sidewalk. Landlord is not responsible for repairing broken glass unless determined to be of natural causes that would be covered by the owner's property insurance. Tenant's responsibility includes all window panes, screens, doors, or patio door glass broken or damaged under any circumstances. Resident agrees to keep the premises clean at all times: trash and garbage is to be removed twice a week; dirty dishes shall not be left out in order to prevent mice and roach problems; carpets are to be vacuumed and cleaned regularly; floors are to be kept cleaned and waxed.

6. FROZEN PIPES: Resident agrees not to turn heat below 60 degrees to prevent freezing of pipes. Resident agrees to allow Landlord to turn heat up to 60 degrees in the event pipes are in danger of freezing. Resident will pay to repair pipes that may burst due to this negligence, and any resulting damages.

7. GROUNDS AND PATIOS: Resident agrees that grounds and patios are to be kept clear and unobstructed, (i.e.) no storage accumulation or personal belongings, tires, trash, etc. No clotheslines, clothing, towels, or linens are to be strung on patios or balconies. No satellite dishes, charcoal grills, or gas grills, are permitted on patios or balconies. No yard sales, garage sales, moving sales or the like are permitted without the written permission of the Landlord. Landlord cannot provide tools or other equipment to Resident.

8. VEHICLES: No vehicle with flat tires, in an unsightly state of repair; jacked up on supports, inoperable or without current state, city, or county licenses or permits shall be permitted to remain on the premises without the approval of the Landlord. Vehicles in violation of these requirements are subject to being towed at the owner's expense. No maintenance of any kind on any motorized vehicle shall be performed on the property. Trailers, boats, commercial vehicles, campers, or the like are not permitted on the property. All cars must be fully licensed and registered or they will be towed. Landlord reserves the right to issue parking permits for parking at any time he deems necessary, or to do away with any reserved parking spaces or programs.

9. PETS: Pets are not allowed without the express written consent of Landlord, which must be obtained BEFORE the pet is brought onto the premises. Resident understands that there will be additional fees charged in the event that permission for a pet is given. Please refer to the Apartment Policies and Regulations Handbook for specific requirements at your property.

10. POSSESSION: Landlord agrees that in the event of the failure of Landlord to deliver possession of the premises at the time herein agreed, then Resident shall not be liable for rent until such time as Landlord delivers possession.

11. REPAIRS: Resident agrees that he will take care of the premises and fixtures and equipment therein, and upon the expiration of the rental period, or any extension thereof, will leave the premises thoroughly cleaned and in good condition, ordinary wear and tear excepted. Resident shall be responsible for all repairs which are in excess of ordinary wear and tear. Accumulation of grease or staining on walls, ceiling or floors, or appliances, will not be considered ordinary wear and tear. RESIDENT FURTHER AGREES THAT HE WILL GIVE LANDLORD PROMPT WRITTEN NOTICE OF ANY DEFECTS IN THE PREMISIS OR IN ANY OF THE EQUIPMENT, APPLIANCES OR PARTS THERETO AS SOON AS RESIDENT IS AWARE OF THEM. Resident agrees to pay for all expenses caused by his failure to promptly report any defect and for all necessary repairs in the premises or in the equipment thereof caused by his own negligence, or that of his family, invitees, employees or agent.

12. MANAGEMENT ENTRY: Landlord may enter the premises for the following purposes: to inspect to see if Resident is complying with the provisions of this lease; to make repairs; to show the premises to prospective purchasers, mortgagors, and Residents. Such entries shall not be so frequent as to seriously disturb Resident's peaceful enjoyment of the premises. Such entries shall take place with prior notice to Resident; consent shall not be unreasonably withheld. If Landlord or its Agent reasonably believes that an emergency exists which requires immediate entry, such entry may be made without Resident's consent. Resident agrees to allow access and occupancy to workmen for redecorating, repairing or remodeling the premises.

13. FAILURE TO PAY RENT; BREACH OF COVENANTS; BANKRUPTCY; In the event of (1) Resident's material breach of this Lease, (2) Resident's abandonment of the premises; or (3) the filing of bankruptcy or insolvency proceedings by or against Resident or the appointment of a Receiver or Trustee of his property, or (4) Landlord not receiving any payment of rent or other charge by the fifth day of the month for which it is due, (5) Resident's denial of any rights reserved in this Lease to Landlord, (6) the institution of legal proceedings by or against Resident looking to a disposition of the premises or any part thereof, or (7) the use of the premises by Resident and his effects by dispossession proceedings or otherwise, and hold the premises as if this Lease had not been made; or (B) to distrain for rent; provided that Landlord's recourse to any of these remedies shall not deprive it of any other action or remedy permitted by law. After requisite notice required by law, in the event Landlord does not receive from Resident any payment of rent or other charge by the fifth day of the month for

which it is due, Resident waives any notice to quit or surrender the premises, and Landlord may enter and retain possession of the premises and exclude Resident. Should Landlord pursue any of the remedies listed, Resident shall be liable as follows:

- A. For all installments of rent and other charges for the remainder of the term of this Lease, which shall immediately become due and payable.
- B. For all expenses which may be incurred by Landlord in connection with re-entering the Premises, including, but not limited to, brokerage, advertising and other such administrative expenses. The parties acknowledge the impossibility of ascertaining the amount of such expenses and Resident therefore agrees to pay an amount equal to one month's rent as payment in full for Landlord's expenses in connection with re-entering the premises.
- C. For any court costs incurred by Landlord for collection of unpaid rent or other charges under this Lease including, but not limited to, reasonable attorney's fees.
- D. For a collection fee of 30% of the amount sued for under this Lease, payable to the Agent for, but not limited to, the Agent's cost for processing all civil papers, research, case investigation, conferences with counsel, collection expenses, etc.
- E. Resident expressly authorizes Landlord or Landlord's Agent (including a collection agency) to obtain Residents consumer credit report, which Landlord or Landlord's Agent may use if attempting to collect past due rent payments, late fees or other charges from Resident, both during the term of the lease and thereafter.

Initials _____

14. **PARTIAL PAYMENTS:** Acceptance by Landlord of partial payment of rent or other charges shall not be considered or construed to waive any right of Landlord, or affect any notice or legal proceedings, unless both parties shall agree otherwise in writing. Any payment made after initiation of court proceedings, or after Resident receives notice of material non-compliance or other breach of the Lease, will be accepted with reservation. Where Resident offers in writing reasonable cause of inability to pay the full amount of the rent when due and where Landlord agrees in writing, a schedule of timely and consistent partial payments may be utilized to enable Resident to fulfill his or her obligation to pay rent under this Lease. Landlord's agreement to such a method of payment shall not, however, operate as an acceptance of this method beyond the month for which it is utilized without the consent of Landlord to extend it to one or more additional months, and in no way constitutes a waiver of Landlord's rights under this Lease.

15. **ALTERATIONS:** Resident agrees not to make alterations, installations (including installation of additional locks or chain latches), repairs or redecorations of any kind to the premises without the prior written consent of Landlord. Such consent shall not be unreasonably withheld but Landlord may require Resident to return the premises to their original condition when the lease term is completed. No electric space heaters, kerosene heaters or wood burning stoves will be permitted on the premises. No waterbeds will be permitted on the premises without proof of insurance acceptable to Landlord and Landlord's prior written consent. Resident agrees that any change or alteration made to the premises shall, at the option of the Landlord, become a permanent part of the premises, and if this option is exercised by the Landlord such a change or alteration shall not be removed by resident upon the expiration of this Lease.

17. **RENEWAL:** This Lease shall automatically terminate on the expiration date of this Lease.

18. **FAILURE TO VACATE:** Fulfillment of the requirements of the Resident to vacate the premises on or before the termination date is essential in order to permit Landlord to rent and meet the requirements of a new residency. Should Resident fail to vacate on or before the termination date, the rental for the holdover period shall be the rental rate for the duration of the holdover period or one month's rent, whichever shall be greater. Resident shall be liable for any damages suffered by landlord due to Resident's failure to vacate on or before the termination date. \$100.00/day.

19. **VACATING:** Upon termination of the Lease, resident shall completely vacate the premises, including the removal of all his or her property. No right of storage is given by this Lease, and Landlord has no duty to protect Resident's possessions against loss. In the event Resident's property is not removed, Landlord may dispose of same at its discretion, without any liability to Resident for damage or loss. Resident shall pay for all costs of removal of such property. Any item left behind by Resident not claimed within 10 days of the lease end date, will be disposed of by Landlord. Before departure, Resident shall turn over to Landlord the premises, all its fixtures and equipment in good substantial repair; thoroughly cleaned and in sanitary condition, reasonable wear and tear accepted. Landlord will inspect the premises, in Resident's presence if requested by Resident, to verify the condition of the premises and its contents.

20. **ABANDONMENT:** Vacant or apparent abandonment of the premises (whether or not the keys are returned and accepted by the Landlord) will give Landlord immediate possession and the option to terminate this Lease, and remove any remaining personal effects therein and dispose of the same in a manner within his sole discretion. Resident is required to notify Landlord when resident will be absent from the apartment in excess of 7 days.

21. **QUIET ENJOYMENT/USE OF PREMISES:** Landlord covenants that Resident, on paying the rent and performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the premises. The premises shall be occupied only by Resident as a private dwelling and for no other purposes. No other persons other than those signing this Lease as Resident or listed as authorized occupant, whether or not such person is a member of the family of the Resident, shall occupy the premises. Resident covenants that no one use shall be made or permitted to be made of the premises, or any thereof, and no acts done therein that may unreasonably disturb the quiet enjoyment of any other Resident in the building of which the leased premises are a part. In the event that Resident's conduct, or that of his family or invitees, is unreasonably injurious or damaging to Landlord and/or the rights, privileges or welfare of the other occupants of the apartment, Landlord may terminate this lease as provided for in the Virginia Residential Landlord Tenant Act.

22. INJURY, DAMAGE, OR DESTRUCTION: Landlord shall not be liable to Resident for any damage to Resident's person or property by reason of Landlord's failure to keep said premises in repair. Property and Personal Liability, etc. Tenant shall carry its own "Renters Insurance" in such amount as may be deemed sufficient by Tenant protecting it against loss by fire and other perils with respect to replacement new of its personal property at the demised premises. In addition, Tenant shall maintain under the same policy coverage against claims for bodily injury or property damage with a limit not less than \$100,000.00 per occurrence combined single limit. Tenant shall deliver to Landlord a current certificate of insurance or copy of the current insurance policy as evidence of the coverage described above, and shall continue to provide renewal certificates or renewal policy copies until no longer a Tenant. All such insurance coverage shall be underwritten by companies licensed to do business in the Commonwealth of Virginia and which reasonably acceptable to the Landlord. In the event of the destruction of the leased premises by fire, explosion, the elements, or otherwise through no fault or negligence of resident, his family or guests, or in the event of such partial destruction as to render the premises unfit for occupancy, the term hereby created shall, at the option of either party upon notice to the other, be terminated as of the date of such damage, and the accrued rent shall be paid up to the time of such damage. If neither party desires to terminate the lease, Landlord shall enter and repair the premises with reasonable speed and, if resident continues to occupy for the duration of such repairs, the rent will be reduced by a reasonable amount for the period during which repairs are completed.

23. KEYS: Landlord does not provide lock-out service. Landlord makes no promise that any employee will be able to deliver a key. Keys which are loaned to Resident by Landlord must be returned within one (1) one hour or by the close of business that day, whichever comes first, or Resident agrees to allow Landlord to rekey the lock. Resident agrees to pay for the cost of the labor and materials to rekey the lock. POSITIVE PROOF OF IDENTIFICATION WILL BE REQUIRED BEFORE LANDLORD WILL PROVIDE ACCESS TO THE UNIT; KEYS WILL NOT BE RELEASED TO ANYONE NOT A PARTY TO THE LEASE AGREEMENT. On or before the expiration date of this Lease, all copies of the keys to the premises must be returned to the offices of York Property, LLC. Failure to do so will result in a charge to the Resident to replace or rekey all locks.

24. NOTICES: Notices may be served upon Resident in person or by regular mail, whether or not said mailing is accepted by Resident. Written notice of termination to Landlord, as well as other written notices required in this Lease, must be presented or mailed to the Landlord's Agent at 112 W. Main Street, Suite 5, Charlottesville, VA 22902, or other such place as Landlord may designate to resident in writing.

25. RECEIPT: Each of the parties acknowledges receipt of a copy of this Lease as well as a copy of the Apartment Policies and Regulations Handbook. The Lease shall be binding upon and inure to the benefit of Landlord and his successors in interest.

26. COSENT AND WAIVERS: It is expressly stipulated that all covenants herein are independent. Express and implied warranties of habitability shall not extend beyond those areas or those repairs for which Landlord has assumed responsibility.

27. AUTHORITY: All Residents named herein are jointly and severally liable for all terms and conditions of this Lease.

28. FINAL AGREEMENT: This Lease contains the final and entire agreement between the parties hereto and no party to this Lease shall be bound by any term, condition, or representation, oral or written, not set forth or provided within it.

29. MODIFICATIONS: All modifications of this Lease shall be in writing and executed by both parties; NO ORAL MODIFICATIONS OR AGREEMENTS HAVE BEEN MADE OR WILL BE MADE.

30. EQUIPMENT AND UTILITIES: The Landlord agrees that he will furnish the following utilities and equipment:

Equipment Included (Yes/No)

- Yes Stove/Range
- Yes Oven
- Yes Refrigerator
- Yes Microwave
- Yes Washer
- Yes Dryer
- Yes Dishwasher

Utilities Included (Yes/No)

- ___ Hot Water (Electric)
- ___ Electricity

- ___ Water/Sewer
- ___ Trash Collection
- ___ Internet

(A) Resident: Excepting only the services to be provided by Landlord as set forth in subparagraph (b) below, Resident shall arrange and pay for all utility services including, but not limited to, telephone, lighting, power, heating, air conditioning, water, sewer, and hot water heating. Resident is responsible for contacting the local utility companies to initiate services for which he or she is responsible and must maintain those services through the term of the lease to avoid damage to the premises. **SERVICES MUST BE INITIATED ON OR BEFORE THE COMMENCEMENT DATE OF THE LEASE.**

(B) Resident agrees that the monthly rent stipulated on the Cover Page may be adjusted to reflect any changes in the cost to Landlord of providing the utilities and equipment designated above. Such adjustment shall be in the form of an additional fee and shall become effective to resident the first full month after the date such increase is effective to Landlord, provided that Landlord has given Resident thirty (30) days prior written notice of the change.

(C) Landlord shall provide Resident with prompt written notice of any rate or cost change, which notice shall include the former rate or cost, the current rate or cost, the new rate or cost, and the date such rent becomes effective.

(D) Landlord reserves the right to separately meter the premises for water and sewer and/or natural gas usage at any time during the term of this lease and until Resident vacates the premises. Landlord shall provide Resident(s) with sixty (60) days prior written of said separate metering or sub-metering of the premises and Resident shall provide Landlord access to the premises to make alterations necessary for the installation of a separate meter or submeter.

31. **APPLIANCES:** No washer, dryer, portable dishwasher or other appliances may be installed in any unit without the written permission of the Landlord. Any costs incurred to remove these items or repair any item in the apartment caused by violation of this provision will be billed to the Resident.

32. **RESIDENT HEREBY ACKNOWLEDGES RECEIPT OF THE APARTMENT POLICIES AND REGULATIONS HANDBOOK AND AGREES TO COMPLY WITH IT INCLUDING ANY REASONABLE MODIFICATIONS WHICH LANDLORD MAY MAKE OF WHICH RESIDENT HAS NOTICE:**

Initials _____

33. **ORDINANCES AND REGULATIONS:** Resident and Landlord agree not to violate any county or city ordinance, or state or federal law. Resident agrees not to commit or permit any waste or nuisance in or about the premises, or keep any combustible materials in the premises or do anything that might create a hazard or fire on the premises. Resident acknowledges that the sale, distribution or use of illegal drugs or abuse is expressly prohibited by state and federal law. Such activity engaged in by Resident or guests, or any arrests for such activity in or around the property, will lead to immediate termination by landlord of this Lease pursuant to Section 248.31 of the Virginia Residential Landlord Tenant Act.

34. **ASSIGNMENT:** It shall be within the Landlord's sole discretion whether or not to provide subletting or re-rental services to Resident. Resident cannot engage in sublets, transfers or occupancy changes without prior permission of Landlord. Without the prior written consent of the Landlord, the tenant shall not assign this lease, or sublet, or grant any concessions or license without the prior written consent of the Landlord, or any assignment or subletting by operation of law shall be void and at the Landlord's option shall terminate this lease. A five hundred dollar (\$500.00) fee will be charged to the Tenant by Landlord for right to re-rent. In addition, Landlord reserves right to charge Tenant for any fees acquired for right to re-rent. In addition, Landlord reserves right to charge Tenant for any fees acquired for advertising of said premises and the Tenant will be responsible for rent until re-rented.

35. **VIRGINIA RESIDENTIAL LANDLORD TENANT ACT:** This agreement is governed by the Virginia Residential Tenant Act. In the event any provision in this Lease or the Apartment Policies and Regulations conflicts with the requirements of that act, the act will control and the conflicting provisions of this Lease or the Apartment Policies and Regulations will be considered deleted.

36. **CABLE TELEVISION SERVICE:** Resident understands and agrees that at all times during the term of the Lease Agreement, Landlord shall have the absolute right to determine who shall provide cable television service.

37. **SUBORDINATION:** Resident agrees that this lease is and shall be subordinate in lien, dignity, and priority to the lien of any mortgage or deed of trust placed upon the premises by landlord. Resident agrees further to attorn to landlord's successors in interest and assigns, including landlord's mortgagees or purchasers at foreclosure from deeds of trust encumbering the premises or grantees under deeds in lieu of foreclosure. It is understood, however, that such subordination by resident as to any future deeds of trust encumbering the premises or grantees under deeds in lieu of foreclosure. It is understood, however, that such subordination by resident as to any future mortgages or deeds of trusts, shall only be given by resident and become effective if, as and to the extent that resident shall have been given in writing as agreement of quiet enjoyment and nondisturbance, in form reasonably acceptable to resident, by landlord's future mortgagees, providing, in substance, that upon resident's attorning to such parties they will permit resident to remain in possession of the premises and to have quiet enjoyment thereof pursuant to the provisions of this lease.

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

39. MOLD AND MILDEW: Resident acknowledges that it is necessary for resident to provide appropriate climate control, keep the Apartment clean, and take other measures to retard and prevent mold and mildew from accruing in the Apartment. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Unit. Resident agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, garage or other common area; (ii) any evidence of mold – or mildew – like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Apartment; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident’s property as well as injury to Resident and Occupants resulting from Resident’s failure to comply with the terms of this Paragraph.

40. CRIMINAL RECORD CHECK: Landlord retains the right to deny any application, even after the applicant(s) occupies the unit, until such time as a criminal records check has been received from the Virginia State Police Department, and it has been confirmed that the applicant(s) has not been convicted of a felony or misdemeanor involving harm to persons or property, or drug possession/distribution, within the past ten (10) years that would constitute a clear and present threat to the health or safety of other individuals and/or to the private and peaceful enjoyment of a residential or multi-family dwelling.

41. DISCLOSURE OF LEAD-BASED PAINT & LEAD-BASED PAINT HZARDS: The EPA Residential Lead-Based Paint Hazard Reduction Act of 1992 requires that information be given to prospective tenants regarding lead-based paint. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of 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 lead-based paint hazards in the dwelling. Landlord has not performed any testing and it is unknown at this current time if lead-based paints are present on exterior or on interior surfaces. Lessee acknowledges receipt of the pamphlet Protect Your Family from Lead in Your Home. Resident has reviewed the information above and certifies, to the best of his knowledge, that the information provided by the signatory is true and accurate.

NOTE: This lease is subject to a policy manual.

ADDITIONAL NOTES AND ADDENDA

WITNESS THE FOLLOWING SIGNATURES:

Date _____ Date _____

Resident _____ (SEAL) Resident _____ (SEAL)

Resident _____ (SEAL) Resident _____ (SEAL)

Resident _____ (SEAL) Resident _____ (SEAL)

By: _____
Authorized Agent

Date: _____

ATTENTION***ATTENTION*****ATTENTION*****ATTENTION**

Special Reminder

Upon your move out you will be charged the following:

- 1) The cost for us to have the apartment professionally cleaned.
- 2) The cost to steam clean the carpets (if applicable).
- 3) At lease half the painting cost.

If you wish to avoid the cleaning costs you can request a copy of the list that we give to the cleaners and set up an inspection with our staff after it is cleaned. Your cleaning will be held to the same standards as our cleaning contractors. It is your responsibility to schedule a walk through upon move out with out staff.

TENANT _____

TENANT _____