

EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT

This Exclusive Right to Lease Listing Agreement ("Agreement") is made on _____
(Date) by and between _____

("Landlord") and (Insert Firm Name) **Keller Williams Capital Properties** ("Broker").

1. APPOINTMENT OF BROKER. In consideration of the services provided by Broker and described in this Agreement, Landlord hereby appoints Broker as Landlord's sole and exclusive listing agent and grants Broker the exclusive right to lease the real property described below ("Premises").

2. PREMISES.

Street Address _____ Unit # _____

City _____, Virginia Zip Code _____

Subdivision or Condominium _____

County/Municipality _____

TAX Map/ID # _____

Parking Space # _____ Storage Unit # _____ Mailbox # _____

3. NOTICES. All notifications and amendments under this Agreement shall be in writing and shall be delivered using the contact information below.

Landlord

Mailing Address: _____

City, State, and Zip Code: _____

Phone: (H) _____ (W) _____ (Cell) _____

Email: _____ Fax: _____

Broker (Firm)

Mailing Address: **4031 University Dr #500**

City, State, and Zip Code: **Fairfax, VA 22030-3409**

Phone: (W) **(703)495-9020** (Cell) _____

Email: **jim@nellisgroup.com** Fax: **(703)831-4159**

4. TERM OF AGREEMENT. This Agreement shall run for the period commencing after signature by all parties and expiring at 11:59 p.m. on _____ ("Listing Period").

Upon ratification of a lease for Premises, Landlord releases Broker from any further responsibility regarding Premises and the lease, including but not limited to performance by the tenant, unless Landlord has entered into a property management agreement with Broker.

5. LEASE TERMS. Landlord instructs Broker to offer Premises for lease for a minimum of _____ months, but not to exceed _____ months, for a monthly rental price of \$ _____, or such other price as later agreed upon by Landlord. (Note: Broker does not guarantee that Premises will rent at the stated price hereunder). The Premises shall be available for occupancy on _____.

Landlord will accept applications from tenants who qualify for the Housing Choice Voucher Program (Section 8): Yes **OR** No

Landlord will allow smoking: Yes **OR** No

Landlord will allow pets: Yes **OR** No Restrictions: _____

The following deposits shall be required from the tenant: _____

Landlord agrees that Landlord and tenant shall sign a lease agreement enforceable in the Commonwealth of Virginia.

6. PROVIDED FIXTURES AND EQUIPMENT.

A. Personal Property and Fixtures.

Landlord shall provide, as part of Premises: any built-in heating and central air conditioning equipment, plumbing and lighting fixtures, storm windows, storm doors, screens, installed wall-to-wall carpeting, exhaust fans, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs.

The items marked YES below are currently installed or offered (If more than one of an item shall be provided, the number of items is noted):

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>	___	Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	___	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	___	Satellite Dish
<input type="checkbox"/>	<input type="checkbox"/>	___	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>	___	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	___	Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>	___	Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>	___	Garage Opener	<input type="checkbox"/>	<input type="checkbox"/>	___	Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>	___	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	___	w/ remote	<input type="checkbox"/>	<input type="checkbox"/>	___	Trash Compactor
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	___	Gas Log	<input type="checkbox"/>	<input type="checkbox"/>	___	Wall Oven
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	___	Hot Tub, Equip & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Water Treatment System
<input type="checkbox"/>	<input type="checkbox"/>	___	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	___	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	___	Window A/C Unit
<input type="checkbox"/>	<input type="checkbox"/>	___	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	___	Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Fan
<input type="checkbox"/>	<input type="checkbox"/>	___	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	___	Pool, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>	___	Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	___	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	___	Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>	___	Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>	___	w/ ice maker				

Other: _____

B. As-Is Items.

Landlord will not warrant the condition or working order of the following items and/or systems: _____

C. Repair Deductible: _____

7. UTILITIES AND SERVICES. (Check all that apply)

	<u>Included in Rent?</u>
Water Supply: <input type="checkbox"/> Public <input type="checkbox"/> Private Well <input type="checkbox"/> Community Well	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sewage Disposal: <input type="checkbox"/> Public <input type="checkbox"/> Septic # BR: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Septic: <input type="checkbox"/> Community <input type="checkbox"/> Conventional <input type="checkbox"/> Alternative <input type="checkbox"/> Experimental	
Hot Water: <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other _____ Number of Gallons _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Air Conditioning: <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Elec. <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other _____ <input type="checkbox"/> Zones _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Heating: <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other _____ <input type="checkbox"/> Zones _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trash Removal/Recycling: <input type="checkbox"/> County/City <input type="checkbox"/> Private	<input type="checkbox"/> Yes <input type="checkbox"/> No

8. VIRGINIA RESIDENTIAL LANDLORD TENANT ACT. Landlord has ownership interest in _____ residential leased properties in Virginia. Landlord's properties are **OR** are not required to be covered under the Virginia Residential Landlord Tenant Act. If not required, Landlord wishes **OR** does not wish leases to be administered under this Act.

9. BROKER DUTIES. Broker shall perform, and Landlord hereby authorizes Broker to perform, the following duties. In performing these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations and treat all parties honestly.

- A.** Broker shall protect and promote the interests of Landlord and shall provide Landlord with services consistent with the standards of practice and competence that are reasonably expected of licensees engaged in the business of real estate brokerage. Landlord acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS, the Code of Ethics of the National Association of REALTORS®, the Code of Virginia, and the Regional Rules and Regulations for the electronic lockbox system.
- B.** Broker shall use reasonable efforts and act diligently to seek tenants for Premises at the price and terms stated herein or otherwise acceptable to Landlord, to negotiate on behalf of Landlord, to establish strategies for accomplishing Landlord's objectives, to assist in satisfying Landlord's contractual obligations and to facilitate the consummation of the lease of Premises.
- C.** Broker shall market Premises, at Broker's discretion, including without limitation, description, interior and exterior photographs in appropriate advertising media, such as publications, mailings, brochures and internet sites; provided, however, Broker shall not be obligated to continue to market Premises after Landlord has accepted an application.
- D.** Broker shall present all written applications or counteroffers to and from Landlord, in a timely manner, even if Premises is already subject to an approved application, unless otherwise instructed by Landlord in writing.
- E.** Broker shall account, in a timely manner, for all money and property received in trust by Broker, in which Landlord has or may have an interest.
- F.** Broker shall show Premises during reasonable hours to prospective tenants and shall accompany or accommodate, as needed, other real estate licensees, their prospective tenants, inspectors, appraisers, exterminators and other parties necessary for showings and inspections of Premises, to facilitate and/or consummate the rental of Premises. Broker shall **OR** shall not install an electronic lockbox on Premises to allow access and showings by persons who are authorized to access Premises.
- G.** Broker shall **OR** shall not install "For Rent" signs on Premises, as permitted. Landlord is responsible for clearly marking the location of underground utilities, equipment or other items that may be damaged by the placement of the sign.

10. MARKETING/MLS/INTERNET ADVERTISING.

- A.** Broker shall make a blanket unilateral offer of cooperation and compensation to other brokers in any multiple listing service ("MLS") that Broker deems appropriate. Broker shall disseminate information regarding Premises, including the entry date, listing price(s), final price and all terms, and expired or withdrawn status, by printed form and/or electronic computer service, which may include internet advertising, during and after the expiration of this Agreement.

Broker shall enter the listing information into the MLS database:

Within 48 hours (excluding weekends and holidays) of commencement of Listing Period **OR** On or before: _____

- B.** Landlord authorizes **OR** Landlord does not authorize Broker to conduct pre-marketing activities. If Landlord authorizes Broker to conduct pre-marketing activities, a Pre-Marketing (Coming Soon) Addendum to the Listing Agreement is attached and made part of this Agreement.

C. The parties agree and understand that internet advertising includes:

- 1) Broker's internet website;
- 2) The internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
- 3) Any other internet websites in accordance with applicable MLS rules and regulations;
- 4) Printed media; and/or
- 5) Any available MLS program(s) that enable participants to display aggregated MLS active listing information on other such participants' and authorized users' public websites.

D. Landlord agrees and understands that Broker has provided an opportunity to Landlord to opt-out of any of the following four provisions which govern the display of information on Virtual Office Websites (VOW) and that Broker is thus hereby authorized by Landlord to submit and market Premises as follows.

PART I:

Landlord authorizes **OR** Landlord does not authorize Broker to submit and market Premises by and through the display on any internet websites.

If Landlord selects the second option, consumers who conduct searches for listings on the internet will not see the corresponding information about Premises in response to a search.

PART II:

Landlord authorizes **OR** Landlord does not authorize the display of Premises address on any internet website.

PART III:

Landlord authorizes **OR** Landlord does not authorize the display of unedited comments or reviews of Premises (or display a hyperlink to such comments or reviews) on MLS participants' internet websites.

PART IV:

Landlord authorizes **OR** Landlord does not authorize the display of an automated estimate of the market value of Premises (or a hyperlink to such estimate) on MLS participants' internet websites.

E. During the term of this Agreement, Landlord may, by written notice to Broker, authorize Broker to enable or disable use of any feature as described in 10.C. above. Broker agrees to update the MLS database accordingly.

11. TYPES OF REAL ESTATE REPRESENTATION - DISCLOSURE AND INFORMED CONSENT.

Landlord representation occurs by virtue of this Agreement with Landlord's contract to use Broker's services and may also include any cooperating brokers who act on behalf of Landlord as subagent of Broker. (Note: Broker may assist a tenant or prospective tenant by performing ministerial acts that are not inconsistent with Broker's duties as Landlord's listing agent under this Agreement.)

Tenant representation occurs when tenants contract to use the services of their own broker (known as a tenant representative) to act on their behalf.

Designated representation occurs when a tenant and landlord in one transaction are represented by different sales associate(s) affiliated with the same broker. Each of these sales associates, known as a designated representative, represents fully the interests of a different client in the same transaction. Designated representatives are not dual representatives if each represents only the tenant or only the landlord in a specific real estate transaction. In the event of designated representatives, each representative shall be bound by client confidentiality requirements, set forth in the CONFIDENTIAL INFORMATION paragraph. The broker remains a dual representative.

Landlord does not consent to designated representation thus Landlord does not allow Premises to be shown to a tenant represented by this Broker through another designated representative associated with the firm **OR**

Landlord consents to designated representation and allows Premises to be shown to a tenant represented by this Broker through another designated representative associated with the firm.

Dual representation occurs when the same broker and the same leasing associate represent both the tenant and landlord in one transaction. In the event of dual representation, the broker shall be bound by confidentiality requirements for each client, set forth in the CONFIDENTIAL INFORMATION paragraph.

Landlord does not consent to dual representation thus Landlord does not allow Premises to be shown to a tenant represented by this Broker through the same representative **OR**

Landlord consents to dual representation and consents to allow Premises to be shown to a tenant represented by this Broker through the same representative.

An additional disclosure is required before designated or dual representation is to occur for a specific transaction.

Broker will notify other real estate licensees via the MLS of whether Landlord consents to designated representation and/or dual representation.

12. BROKER COMPENSATION.

A. Payment. Landlord shall pay Broker in cash total compensation of see below _____ ("Compensation") if, during the term of this Agreement, anyone produces a tenant ready, willing and able to lease Premises.

Compensation is also earned if, within 90 days after the expiration or termination of this Agreement, an application is accepted with a ready, willing, and able tenant to whom Premises had been shown during the term of this Agreement; provided, however, that Compensation need not be paid if the Premises are listed with another real estate company.

B. Leasing Broker. Broker shall offer a portion of Compensation to a cooperating broker as indicated:

Tenant Agency Compensation: 25% **OR**

Other Compensation: 25%

Note: Compensation may be shown by a percentage of the monthly lease price, a definite dollar amount or "N" for no compensation.

Broker's compensation and the sharing of compensation between brokers are not fixed, controlled, recommended or suggested by any multiple listing service or Association of REALTORS®.

C. Retainer Fee. Broker acknowledges receipt of a retainer fee in the amount of _____ which shall **OR** shall not be subtracted from Compensation. The retainer is non-refundable and is earned when paid.

D. Early Termination. In the event Landlord wishes to terminate this Agreement prior to the end of the Listing Period, without good cause, Landlord shall pay Broker _____ before Broker's execution of a written release.

E. Purchase By Tenant. If a tenant purchases Premises during tenant's occupancy of Premises or within _____ days of vacating Premises, Landlord agrees to pay Broker compensation of _____ in cash at settlement.

13. CONFIDENTIAL INFORMATION. Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the client which were obtained by Broker during the brokerage relationship, unless the client consents in writing to the release of such information or as otherwise provided by law. The obligation of Broker to preserve confidential information continues after termination of the brokerage relationship. Information concerning material adverse facts about Premises is not considered confidential information.

14. AUTHORIZATION TO DISCLOSE OTHER APPLICATIONS. In response to inquiries from tenants or cooperating brokers, Broker may not disclose, without Landlord's authorization, the existence of other written offers on Premises. If Landlord does give such authorization, Landlord acknowledges that Broker and leasing associate(s) must disclose whether the offers were obtained by the listing agent, another member of the listing Broker's firm, or by a cooperating broker.

Landlord does **OR** does not authorize Broker and sales associate to disclose such information to tenants or cooperating brokers.

15. COMPLIANCE WITH FAIR HOUSING LAWS. Premises shall be shown and made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions, or by the REALTOR® Code of Ethics.

16. RELOCATION PROGRAM.

Landlord is participating in any type of employee relocation program: Yes **OR** No.

If "Yes": (a) the program is named: _____ ,
Contact Name _____ Contact Information _____ and
(b) terms of the program are: _____

If "No" or if Landlord has failed to list a specific employee relocation program, then Broker shall have no obligation to cooperate with or compensate any undisclosed program.

17. CONDOMINIUM OR PROPERTY ASSOCIATION. In the event that there is a condominium or property owners' association for the Premises, Landlord agrees to provide to Broker at the commencement of Agreement **OR** to the tenant prior to lease execution copies of current rules & regulations pertaining to Premises. This package shall be provided at Landlord's cost **OR** at the tenant's cost. Fees in addition to regular monthly charges are: Move-In Parking Pool Tennis Other _____

Landlord is responsible for all association dues and fees. Landlord represents that Landlord is **OR** is not current on all association dues and/or special assessments.

18. LEAD-BASED PAINT DISCLOSURE. Landlord represents that the residential dwelling(s) at Premises were **OR** were not constructed before 1978. If the dwelling(s) were constructed before 1978, Landlord is subject to Federal law concerning disclosure of the possible presence of lead-based paint at Premises, and Landlord acknowledges that Broker has informed Landlord of Landlord's obligations under the law. If the dwelling(s) were constructed before 1978, unless exempt under 42 U.S.C. 4852(d), Landlord has completed and provided to Broker the form, "Rental: Disclosure And Acknowledgment Of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards" or equivalent form.

19. CURRENT LIENS. Landlord represents to Broker that the below information is true and complete to the best of Landlord's information, knowledge and belief:

Check all that are applicable:

- A. Premises are not encumbered by any mortgage or deed of trust (*if box is checked, skip to item D*).
- B. Landlord is current on all payments for all loans secured by Premises.
- C. Landlord is not in default and has not received any notice(s) from the holder(s) of any loan secured by Premises, or from any other lien holder of any kind, regarding a default under any loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- D. There are no liens secured against Premises for Federal, State or local income taxes; unpaid real property taxes; or unpaid condominium or homeowners' association fees.
- E. There are no judgments against Landlord (including each owner for jointly held property). Landlord has no knowledge of any matter that might result in a judgment that may potentially affect Premises.
- F. Landlord has not filed for bankruptcy protection under Federal law and is not contemplating doing so during the term of this Agreement, or subsequent Lease Term.

During the term of this Agreement, should any change occur with respect to answers A through F above, Landlord shall immediately notify Broker and Leasing Associate/Listing Agent, in writing, of such change.

20. MISCELLANEOUS PROVISIONS.

A. Landlord Representations and Warranties.

Landlord is aware that Landlord may be responsible for failing to disclose information and/or misrepresenting the condition of Premises. Landlord warrants that:

- 1) Landlord is not a party to a listing agreement with another broker for the sale, exchange or lease of Premises.
- 2) No person or entity has the right to purchase, lease or acquire Premises, by virtue of an option, right of first refusal or otherwise.
- 3) Landlord is **OR** is not a licensed (active/inactive) real estate agent/broker.
- 4) Landlord has **OR** has no knowledge of the existence, removal or abandonment of any underground storage tank on Premises.
- 5) Premises are **OR** are not currently tenant-occupied.

B. Access to Premises. Landlord shall provide keys to Broker for access to Premises to facilitate Broker's duties under this Agreement. If Premises are currently tenant-occupied, Landlord shall provide Broker with any current lease documents and contact information for current tenant, and shall use best efforts to obtain the full cooperation of current tenants, in connection with showings and inspections of Premises.

C. Landlord Assumption of Risk.

- 1) Landlord retains full responsibility for Premises, including all utilities, maintenance, physical security and liability during the term of this Agreement. Landlord is advised to take all precautions for safekeeping of valuables and to maintain appropriate property and liability insurance through Landlord's own insurance company.

Broker is not responsible for the security of Premises or for inspecting Premises on any periodic basis. If Premises are or becomes vacant during the Listing Period, Landlord is advised to notify Landlord's homeowner's insurance company and request a "Vacancy Clause" to cover Premises.

2) In consideration of the use of Broker's services and facilities and of the facilities of any Multiple Listing Service, Landlord and Landlord's heirs and assigns hereby release Broker, Broker's designated agents, sub-agents, sales associates and employees, any Multiple Listing Service and the Directors, Officers and employees thereof, including officials of any parent Association of REALTORS®, except for malfeasance on the part of such parties, from any liability to Landlord for vandalism, theft or damage of any nature whatsoever to Premises or its contents that occurs during the Listing Period. Landlord waives any and all rights, claims and causes of actions against them and holds them harmless for any property damage or personal injury arising from the use or access to Premises by any persons during the Listing Period.

D. Appropriate Professional Advice. Broker can counsel on real estate matters, but if Landlord desires legal advice, Landlord is advised to seek legal counsel. Landlord is advised further to seek appropriate professional advice concerning, but not limited to, property or tax and insurance matters.

E. Service Provider Referrals. Broker or one of Broker's sales associates may refer a service provider to assist Landlord in this transaction. This referral is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Landlord is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with Landlord. Landlord is free to reject any referred service provider for any or no reason.

F. Subsequent Offers After Application Acceptance. After a rental application has been accepted for Premises, Broker recommends Landlord obtain the advice of legal counsel prior to acceptance of any subsequent application to rent.

G. Governing Law. The laws of Virginia shall govern the validity, interpretation and enforcement of this Agreement.

H. Binding Agreement. This Agreement, unless amended in writing by the parties, contains the final and entire agreement and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.

21. ATTORNEY'S FEES. If any Party breaches this Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall be entitled to recover against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its right under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one Party to the dispute has breached this Agreement, then all such breaching Parties shall bear their own costs, unless the tribunal determines that one or more of the Parties is a "Substantially Prevailing Party", in which case any such Substantially Prevailing Party shall be entitled to recover from any of the breaching Parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. "Party" as used in this paragraph includes any third party beneficiary identified herein. "Legal Expenses" as used in this paragraph includes attorney fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.

22. ADDITIONAL TERMS. Leasing commission 1/2 mo rent for one year lease, 3/4 mo for two year and one month's rent for 3 or more year lease

_____/_____
Date Landlord

_____/_____
Date Broker

_____/_____
Date Landlord

_____/_____
Date Landlord

_____/_____
Date Landlord

Leasing Associate Contact Information

Leasing Associate (Listing Agent): **Nellis Properties** _____

Phone: (W) _____ (Cell) _____

Email: **jim@nellisgroup.com** _____ (Fax) _____

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PROPERTY MANAGEMENT AGREEMENT

This agreement is made on _____ (date) between _____
_____ (**Landlord/Owner**) who agrees to advise
Agent promptly of any change of address, telephone number or email address, or any other contact information.

Phones: Home: _____ Office: _____

Current Address: _____

All Notices will be mailed to Landlord at: _____

and _____ **Nellis Properties** _____ (**Agent/Manager**) who agree as follows:

1. The Landlord appoints and grants Agent the exclusive right to manage:

_____ ("**Premises**"), which is part of _____ Owners Association. Landlord will provide the Rules and Regulations to the Agent. The **term** of this Agreement shall be for an initial period of _____ years (the initial term) beginning on _____; and ending the last day of _____. This Agreement shall be automatically renewed from year to year unless/until terminated or the property is sold.

The NVAR Property Management Information Form ("K1005") is attached and made a part of this Agreement.

If this box is checked, Agent is to lease Premises, and the NVAR Exclusive Right to Lease form is attached and made a part of this Agreement.

If this box is checked, the Landlord agrees to pay the Agent _____ **5.5%** _____ if the Premises are sold or exchanged during the term of this Agreement.

2. Landlord grants to Agent the authority and power at Landlord's expense and in Landlord's name to perform with diligence the following normal management services:

- A. To collect all rents in accordance with the Leases and to keep records of the receipts and expenditures for the Premises and to deposit all Landlord funds collected by Agent in a separate escrow account in a federally insured institution in Virginia. Agent shall not be held liable in the event of a bankruptcy or failure of the depository.
- B. To retain the Tenant's Security Deposit in escrow for the duration of the Lease and any extensions and to refund the Deposit in accordance with the terms of the Lease.
- C. To make inspections of the Premises at time of occupancy, when Tenant vacates, and at such other times as the Agent deems advisable.
- D. To keep accurate records of the receipts, expenditures and charges for Premises and furnish Landlord with a statement _____ **monthly** _____. To promptly remit to Landlord as directed in the PMIF the balance of all sums due Landlord under the terms of this Agreement. To submit a Form 1099 to the IRS each calendar year with the SS# or Tax ID # _____ showing the total income.
- E. To terminate tenancies and to sign service contracts and HOA/Condo Association proxies and serve Notices, to institute and prosecute actions to evict Tenants and to recover possession of the Premises; to sue for and recover rent; to settle, compromise and release such actions or suits, or reinstate such tenancies using guidelines provided by the Landlord or after personal consultation with the Landlord.
- F. To negotiate, prepare and sign all leases, and to cancel or modify existing leases. The Agent shall sign all leases as Agent for the Landlord. No Lease shall be in excess of _____ year(s) without approval of the Landlord.
- G. To make or cause to be made all ordinary repairs and replacements necessary to preserve the Premises and to make all alterations necessary to comply with Lease requirements, governmental regulations or insurance requirements, to arrange for necessary decorating of the Premises, to enter into agreements for all essential repairs, maintenance, utility services and other services to and for the Premises, to purchase supplies and to pay all bills as provided in the PMIF. Any cost in excess of \$ **500.00** _____ must be approved by the Landlord in advance except in an emergency.
- H. To collect and retain from Tenant all or any of the following: a late or additional rent administrative charge, returned check charge, application fee, lease administration charge. Agent need not account for such charges and/or compensation to the Landlord. Landlord hereby waives any right to all interest that may accrue on

Tenant's Security Deposit and acknowledges that any interest accruing in excess of that paid to Tenant shall accrue to the benefit of Agent.

3. **Compensation:** As Compensation for the above normal management services, Landlord will pay Agent a fee of \$ _____ per month or 8.000 % of the monthly rent. This fee shall be deducted from the Landlord's account or payable by the Landlord by the 15 day of the month.

4. **Other Service and Fees:** For other services beyond the normal management duties Landlord agrees to compensate Agent as follows:

SERVICE	\$ FEE	% OF MONTH RENT	% TOTAL EXPENSES	OTHER
Preparing Premises for sale or for rent or for the re-occupancy of Landlord	included			
Managing during vacancy	included			
Managing a furnished rental	N/A			
Appearing in court	\$100 per hour			
Insurance claim coordination	included			
Attending HOA/Condo meetings	none			
Obtaining multiple bids	included			
Acting as an Attorney in Fact	included			
Lease renewal or extension	100.00			
Initial setup fee	250.00			
Making scheduled payments on trust, mortgage, Condo/HOA as shown on PMIF from Landlord's account.	Mtg N/A			

5. **Agent shall not be responsible for the default or any consequence in the terms of any trust or mortgage or payment. In case the disbursements are in excess of the receipts, the Landlord agrees to pay such excess promptly. The Agent is not obligated to advance its own funds on behalf of the Landlord.**

6. **Expense reimbursement:** Agent shall be reimbursed for actual costs of materials or services expended on behalf of Landlord. Such services shall include, but not be limited to: Long distance telephone or copying charges, postage, key duplication, faxing, mileage, duplicate/reprinting statements, and advertising.

7. **Landlord and Agent mutually agree that:**

A. Landlord will maintain on deposit with the Agent, a minimum balance of \$ 1,000.00 in a contingency reserve account. When Agent is required to make payments on mortgages, HOA or Condo fees, taxes or insurance, Landlord is required to maintain on deposit actual amounts due for these expenditures. Landlord shall give Agent 30 days advance notice to make any additional monthly or recurring payments. Landlord deposits are held in an escrow account which may bear interest. Agent shall not be required to pay interest to Landlord.

B. Landlord will provide the Agent with all current warranties, service contracts, and the names and phone numbers of any tradespeople Landlord wants the Agent to use for routine service. Agent will attempt to use these contractors. Landlord will provide Agent with a list of known defects which may affect habitability.

- C. Agent is not required to advance funds on the Landlord's behalf. If the balance in the Owners reserve account falls below the amount required, the Landlord shall remit funds to replenish the account. Agent reserves a first lien against the Premises and the rents collected or to be collected under a Deed of Lease for any expenditures made by the Agent for the benefit of the Landlord and not reimbursed to Agent by Landlord. If the Agent advances any funds to pay any expenses for the Landlord, such advance shall be considered a loan subject to repayment with interest at 5.000% per annum. The Landlord shall reimburse the Agent, including interest. The Agent may deduct such amounts from funds due the Landlord. Landlord will pay any attorney fees expended to collect unpaid sums and interest due agent.
- D. Landlord shall be responsible for obtaining and maintaining any rental licenses required by any governmental body. Landlord represents that the Premises are in compliance with local zoning and building codes. Smoke detectors are installed as required. The building was or was not built prior to 1978. Lead based paint tests have (copy attached) have not been performed. Radon tests have (copy attached) have not been performed.
- E. Landlord will provide Agent with copies of fire insurance policies and carry public liability insurance with a minimum coverage of \$ 500,000.00 naming the Agent as additional insured. Unless the Landlord provides a certificate of coverage to the Agent within 60 days, the Agent may contract for such coverage at the Landlord's expense. Coverage for code enforcement, water damage, flood or sewer backup, and rent replacement are also suggested. Landlord will provide vandalism coverage for any Premises vacant more than 30 days.
- F. Landlord shall indemnify and hold harmless Agent from all costs, expenses, suits, liabilities, damages and claims of every type, unless the Agent is adjudicated to have been negligent. Landlord shall indemnify and hold harmless Agent from all claims arising from bankruptcy or foreclosure against Landlord. The Landlord shall pay all settlements, judgements, damages, liquidated damages, penalties, forfeitures, court costs, collection fees, litigation expenses and reasonable attorney's fees for suits initiated or defended on his behalf.
- G. Landlord shall pay all expenses incurred by Agent in any proceeding or suit involving an alleged violation by the Agent or Landlord of any constitutional provision, statute, law, or regulation pertaining to fair employment, fair credit, fair housing, disability access, or environmental protection during the Agent's performance of duties under this Agreement, unless the Agent is adjudicated to have personally, and not in a representative capacity violated the law, statute or provision. Agent is not required to employ counsel to represent Landlord in any such proceeding or suit.

8. **Resident Agent for Non-Resident Landlord:** Any individual nonresident of Virginia who owns and leases residential real Property consisting of more than four units in Virginia shall have an Agent who is a resident and maintains a business office within the Commonwealth of Virginia. The Landlord designates:

Name: _____
 Address: _____ VA, _____
 Phone: _____ as the Resident Agent.

9. **Contact Person:** If Landlord is a partnership, trust, corporation or other entity, or if Landlord consists of two or more individuals, the Landlord agrees that the following designated individual shall have the authority to act on behalf of the entity for all purposes of this Agreement and that notice by Agent to this individual shall constitute notice to Landlord:

Name: _____
 Address: _____
 Phone: _____

10. **Tax Reports:** Landlord is is not a nonresident alien. Landlord is is not a resident of Virginia. Landlord is responsible for filing the appropriate forms with the Internal Revenue Service (IRS) and for non-residential property owners with the Virginia Department of Taxation.

11. **Termination:**

A. This Agreement may be terminated by either Party with 60 days Notice. In the event Landlord terminates this Agreement during the original term or any subsequent renewal period, or in the event of a foreclosure or sale, Agent shall be entitled to an early termination fee equal to N/A % of all gross rents due under the remaining Lease term as of the effective date of termination. Agent shall forward Tenant's security deposit to Landlord and Notice of mailing to Tenant. As of mailing, Agent shall have no further obligation or liability concerning the security deposit. Landlord's reserve account shall be distributed within 90 days after termination, less any outstanding invoices or obligations and the early termination fee, along with an accounting of funds. Should there be any outstanding obligations against the Landlord's account or a deficit in that account, any amounts received by Agent shall be applied first to satisfy those obligations and then disbursed to Landlord. Landlord waives all protest and defenses against Agent for these disbursements. Landlord agrees to remit immediately to Agent all monies due Agent in accordance with this Agreement.

- B. Landlord must give 60 days Notice with documentation in accordance with the terms of the Lease to terminate this Agreement in order to occupy the Premises. This Agreement terminates with the departure of the Tenant and return of the deposit, unless the Agent is requested to prepare the Premises for the return of the Landlord. Should Tenant fail to depart after receiving proper Notice, this Agreement terminates on the final day of the Notice period.
- C. All representations of the Parties to this Agreement shall survive Termination of the Agreement

12. **Applicable Law:** The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the Commonwealth of Virginia. If any part of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement will continue in full force and effect.

13. **Fair Housing:** Landlord agrees that Agent shall manage the premises in accordance with all applicable Fair Housing Laws and Regulations and shall not discriminate against anyone because of race, color, religion, sex, national origin, age, familial status, sexual orientation or handicap as currently defined by law.

14. **Attorney's Fees:** In the event of any dispute, litigation or arbitration arising out of or relating to this Agreement, including non-payment of fees or amounts owed to Agent by Landlord, the prevailing party shall be entitled to recover all costs, including reasonable attorney's fees, incurred by the prevailing party.

15. **Headings:** The headings in this Agreement are for convenience and reference only, and shall not be used to define, limit or expand the meaning of any paragraph or provision.

16. **Virginia Residential Landlord Tenant Act:** Landlord has an ownership interest in _____ residential leased properties in Virginia. Landlord's properties are are not required to be covered under this Act. If not required, Landlord wishes or does not wish Leases to be administered under the Virginia Residential Landlord Tenant Act.

17. **Notices:** Any Notice to Landlord or to Agent required under this Agreement shall be served in writing, by sending such Notice to the addresses stated in this Agreement, or as later designated in writing.

18. **Additional Provisions** If the property is sold or exchanged during the period of this
agreement, The Nellis Group-RE/MAX Allegiance shall have the exclusive right to sell the
property at a price and terms acceptable to the owner.

Agent Nellis Properties Date _____
Keller Williams Capital Properties
 Name of Managing Company _____
4031 University Dr #500
 Address _____
Fairfax, VA 22030-3409

(703)495-9020 (703)831-4159
 Phone Fax
jim@nellisgroup.com
 email

Landlord _____ Date _____
 _____ Date _____
 email _____



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PROPERTY MANAGEMENT INFORMATION FORM

(To be attached with the Property Management Agreement)

Registration Information:

Landlord(s): _____

Social Security No. _____ Social Security No. _____

State of Legal Residence: _____ Rental Property Address: _____

Forwarding Address: _____

Home Phone: _____ Work Phone: _____ Fax: _____

E-Mail: _____ Cell Phone: _____

Local Contact for Emergency: _____ Phone: _____

Broker: **Keller Williams Capital Properties** Phone: **(703)495-9020**

Agent: **Nellis Properties** Phone: _____

* When do you expect to return and live in this property?

Premises are in: **Condominium** **Cooperative** **Home Owners Association:**

Project Subdivision: _____, Unit No.: _____

Building No.: _____ County City of: _____

Number of Assigned Parking Spaces: _____, Parking Space No. (s) _____

Storage Bin No.: _____, Mail Box No. _____, No. of Keys Provided _____

Smoke Detector locations: _____

LEASING INFORMATION:

Term Available: Maximum: _____ Minimum: _____

Monthly Rent Desired: Maximum: _____ Minimum: _____

Will you accept a: Dog Cat Other: _____ Max. No. of Pets: _____

Max. Weight of Pet: _____ Is Smoking allowed? Yes No

DISBURSEMENT OF FUNDS (check if applicable):

*Is Agent to make Deed of Trust (mortgage) payments: Yes No

*When is Agent to begin making payments? _____

*Landlord must notify mortgage company in writing if Agent is to handle payments and supply payment books, coupons, and envelopes (if applicable).

*Landlord must have funds available in the account in order to make payments.

First Deed of Trust: PITI: _____ PI Only: _____

Lender: _____ Phone: _____

Address: _____

Amount of Payment \$ _____ Loan No. _____ Due: _____

Second Deed of Trust:

Lender: _____ Phone: _____

Address: _____

Amount of Payment \$ _____ Loan No. _____ Due: _____

Property Taxes: _____ Due: _____

Insurance: _____ Due: _____

Deposit rent balances in Bank: (Attach voided check)

Bank: _____ Phone: _____

Address: _____
ABA Routing No.: _____ Name on Account: _____
 Accumulate in my Account: _____
 Special Instructions: _____

MEMBERSHIP AND DUES:

*If Agent is to pay, Landlord must supply: payment books/cards/envelopes (if applicable).

*Landlord must notify all applicable associations in writing of management agreement.

Swimming Pool: _____ Phone: _____
Address: _____

Tenant to pay: Yes No Membership No.: _____

Fees include: _____

Homeowners' Association: _____ Phone: _____
Address: _____

Agent to pay: Yes No Payment Schedule: _____

Fees include: _____

Condominium/ Coop Association: _____ Phone: _____
Address: _____

Agent to pay: Yes No Payment Schedule: _____

Fees include: _____

Manager: _____ Phone: _____

Maintenance/Office/Repair Contact: _____ Phone: _____

Move In/Out Restrictions/ Fees: _____ Elevator Fee: _____

Building Access or Other Fee: _____

Please provide a current copy of your association Bylaws/Rules and Regulations.

INSURANCE COVERAGE:

If not attached, a copy of the Insurance policy must be forwarded to Agent for retention in file.

Fire and Comprehensive: Insurance Agent: _____ Phone: _____
Policy No. _____ Expires: _____

Personal Liability: Insurance Agent: _____ Phone: _____
Policy No. _____ Expires: _____

UTILITIES:

Solar Panel Yes No

Electric Co.: _____ Phone: _____

Gas Co.: _____ Phone: _____

Location of gas meter: _____

Water and Sewer Co.: _____ Phone: _____

Location of main cut off valves: _____

Telephone Co.: _____ Phone: _____

Internet/Cable Co.: _____ Phone: _____

Trash Co.: _____ Trash Day: _____ Phone: _____

Recycle Day: _____

Fuel Oil Co.: _____ Size of Tank: _____ Phone: _____

Location of fuel tank: _____
Septic Tank Co.: _____ Phone: _____
Attach copy of septic tank, septic field and distribution box locations.
Date last pumped: _____
Well and Pump Service: _____ Phone: _____

HEATING AND AIR CONDITIONING:

No. of Zones: _____

Type of Heat: Forced Air Hot Water Geothermal Gas Oil Electric
 Furnace: Make: _____ Model No.: _____ Gas Oil Electric
Service Contract Co. _____ Expires: _____ Phone: _____
 Heat Pump: Make: _____ Model No.: _____
Service Contract Co. _____ Expires: _____ Phone: _____
 Central Air: Make: _____ Model No.: _____ Gas Electric
Service Contract Co. _____ Expires: _____ Phone: _____
 Window/Wall Units: No. of Units: _____ Make(s) _____ Model No.: _____
 Hot Water Heater: Make: _____ Age: _____ Capacity: _____
 Gas Oil Electric
 Electronic Air Filter: Make: _____
 Humidifier: Make: _____ Model No.: _____
 Fire Place/Woodstove: Working: Yes No Date of Last Service/Cleaning: _____

APPLIANCES: Provide all instructions/care booklets available.

Garage Door Opener: Yes No No.: _____ (Remote Controls)
Refrigerator: Make: _____ Model No.: _____
Age: _____ Color: _____
Service Contract Co.: _____ Expires: _____ Phone: _____
Stove: Make: _____ Model No.: _____
 Gas Electric Age: _____ Color: _____
Service Contract Co.: _____ Expires: _____ Phone: _____
Disposal: Make: _____ Age: _____ Size: _____
Dishwasher: Make: _____ Model No.: _____ Portable Built-in
Age: _____ Color: _____
Service Contract Co.: _____ Expires: _____ Phone: _____
Exhaust Fan/Hood: Age: _____ Externally Vented Yes No
Washer: Make: _____ Model No.: _____
Age: _____ Color: _____
Service Contract Co.: _____ Expires: _____ Phone: _____
Dryer: Make: _____ Model No.: _____
Age: _____ Color: _____
Service Contract Co.: _____ Expires: _____ Phone: _____
Microwave: Make: _____ Model No.: _____
Age: _____ Color: _____ Counter Built-in
Service Contract Co.: _____ Expires: _____ Phone: _____

Should any of the above appliances need to be replaced, what color or make would be acceptable?

ADDITIONAL INFORMATION: Please furnish pertinent information below.

OTHER SERVICE CONTRACTS OR WARRANTIES (attach copies if available):

Termite Co.: _____ Expires: _____ Phone: _____
 Lawn Co.: _____ Expires: _____ Phone: _____
 Alarm Co.: _____ Expires: _____ Phone: _____
 Other: _____ Expires: _____ Phone: _____

OTHER INFORMATION

- Sketch of septic tank, septic field and distribution box attached.
- Mortgage payment documents delivered.
- Condominium/Coop/Homeowners Association payment documents delivered.
- Condominium/Coop/Homeowners Association Bylaws/Rules and Regulations delivered.
- Insurance Policies delivered.
- Appliance instruction/care booklets delivered.
- Service Contracts/Warranties delivered.

LANDLORD:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

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LEASE - VRLTA

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

This RESIDENTIAL LEASE ("Lease") is made on _____ ("Effective Date") by and between _____

("Landlord") and _____,

("Tenant") who acknowledge by their signatures below that in this real estate leasing transaction, Keller Williams Capital Properties ("Listing Company") represents Landlord, and _____ ("Leasing Company") represents

[] Landlord OR [] Tenant. (If the brokerage firm is acting as a dual representative for both Landlord and Tenant, with or without designated representatives, then the appropriate disclosure form is attached and made a part of Lease.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

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

Street Address: _____

Subdivision _____, County/City _____

_____ Parking Space # _____, and if applicable, Mailbox # _____

If a Condominium: Unit # _____, Condominium: _____, Storage Bin # _____

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

[] Lease Term shall be extended automatically as a month to month lease upon the same terms and conditions as set forth in Lease ("Extended Term"). If Lease is extended, Notice to terminate Lease at the end of the Extended Term shall be given by one party to the other no less than 30 days prior to the next Rent due date. Extended Term shall end on the last day of the month.

OR

[] Tenant shall vacate at the end of Lease Term unless Tenant and Landlord have agreed in writing to extend or renew Lease. Parties shall notify each other not less than 60 days prior to next Rent due date prior to the end of the initial Lease Term if they wish to negotiate extending or renewing Lease. Any such lease negotiation shall be completed not less than 30 days prior to the end of the initial Lease Term or Tenant shall be required to vacate before the end of the Lease Term.

Should Tenant fail to vacate at the end of the Lease Term, Tenant agrees that the per diem rate will double.

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

Landlord is authorized to accept prepaid Rent to be held and processed in accordance with the provisions of the VRLTA. As used in this Lease and under the VRLTA, "Rent" means all money, other than a security deposit. Rent includes but is not limited to rent, late charges, administrative fees, non-refundable pet fees, utilities, condominium or homeowners' association fees or assessments, or other charges as may be specified in writing by Landlord, including prepaid Rent paid more than 1 month in advance of the Rent due date.

4. LATE PAYMENT, RETURNED CHECKS, FAILED ELECTRONIC FUNDS TRANSFER. Installments of Rent not received by Landlord on or before the due date are late and constitute a default under Lease. If any installment of Rent is not received by Landlord within _____ days from the due date, Tenant agrees to pay a late charge of \$ _____. Tenant also agrees to pay Landlord an additional charge of \$ _____ for each dishonored payment to reimburse Landlord for the face amount of the check, the costs charged by the bank for such dishonored payment, and \$50.00 as an administrative fee for Landlord's processing of such dishonored payment. Tenant further agrees to pay Landlord a sum equal to three times the amount of such dishonored payment, not to exceed the sum of \$250.00 for each such dishonored payment, as well as legal interest from the date of the check. Landlord has the right to require that all payments be made by money order, cashier's check, certified check or electronic funds. All such payments shall be payable to Landlord **OR** Managing Agent.

5. FAILURE TO PAY RENT. Tenant's failure to pay any installment of Rent when due constitutes a default under Lease. If Tenant does not pay the Rent within 5 days after the Landlord has given a default Notice to Tenant, Landlord may terminate Lease and proceed to obtain possession of the Premises in accordance with the law and seek such damages and other remedies as may be appropriate under Lease and the VRLTA.

6. MANAGEMENT. Nellis Properties ("Managing Agent"),
Office Address: PO Box 10675, Burke
Phone Number: (703)495-9020, Email: jim@nellisgroup.com
is authorized to manage the Premises and collect Rent on behalf of Landlord and shall exercise all rights of Landlord under Lease.

If the Premises are not professionally managed, all references to Managing Agent are hereby deleted in their entirety and Rent is payable to Landlord at the following designated address: N/A

Phone Number: _____ Email: _____

Listing Company is acting only as rental agent and has no liability or responsibility for property management, for the escrow funds deposited under Lease after such funds are transferred to Landlord, or for the obligations and agreements to be performed by Landlord or Tenant under Lease.

7. APPOINTMENT OF REGISTERED AGENT BY NONRESIDENT LANDLORD. Any individual nonresident of Virginia who owns and leases residential or commercial real property consisting of four or more units within a county or city in Virginia shall have and continuously maintain an agent who is a resident and maintains a business office in Virginia. Landlord designates:

Name: N/A Email: _____

Street Address: _____

Phone Number: _____, as the registered agent.

8. TRUTHFULNESS OF REPRESENTATIONS IN THE RENTAL APPLICATION. Tenant warrants that the statements made on the Rental Application ("Application"), which are made a part of Lease, are true and accurate representations and acknowledges that such representations have been relied upon by

Landlord. If any material facts in Application are untrue or inaccurate or incomplete, Landlord shall have the right to: (a) immediately terminate Lease, (b) hold Tenant liable for any and all damages to persons, property or the Premises, (c) exercise all legal and equitable rights and remedies, and (d) recover reasonable attorney's fees and costs and all costs incurred to reclaim the Premises and to rent the Premises to another tenant.

9. **USES.** Tenant will use the Premises solely as a **single-family residence** for only those persons listed on Application and those children born, adopted, or placed under the legal care of Tenant hereafter. No portion of the Premises shall be sublet or assigned without the prior written consent of Landlord. Occasional visits by guests, not to exceed 2 weeks during any consecutive 12 month period, are permitted without the prior written consent of Landlord. Tenant shall not use nor allow the Premises to be used for any disorderly or unlawful purposes and shall comply with all applicable laws, ordinances and rules and regulations of Landlord and/ the Association (as hereinafter defined). Lease may be terminated at the option of Landlord in case of any nuisance, excessive noise, disturbance or conduct that in the opinion of Landlord is offensive to any other tenant or occupant of the building or neighborhood. Tenant expressly agrees not to allow controlled substances or illegal drugs of any type or paraphernalia used in connection with such substances on the Premises, whether known by Tenant or not.

Landlord has the right to terminate the Lease where an immediate threat exists that materially affects the health or safety of either Landlord or other tenants. The sale or disposition of dangerous drugs or drug paraphernalia on the Premises shall be considered such an immediate threat, whether or not there has been a criminal conviction for such conduct. Landlord may give Tenant Notice of termination requiring Tenant to vacate the Premises within 72 hours of the date of such Notice. Tenant shall vacate and surrender possession of the Premises to Landlord within such 72 hour period.

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

11. **HOME OWNERS', CONDOMINIUM ASSOCIATION OR COOP. This property is subject to a**
 Homeowner Association Condominium Association Cooperative.

Tenant must obey the rules and regulations of the _____ Association (the "Association") which have been **OR** will be provided to Tenant. Tenant's failure to comply with the requirements and/or rules and regulations of Association shall constitute a breach of Lease. Tenant shall pay all costs incurred to cure such a breach. Lease grants Tenant the right to use the allowable common areas and facilities of Association for Lease Term, provided that Tenant pays any additional user fees. Landlord agrees to complete the necessary forms for Tenant to obtain or use Association recreation facilities and services. Tenant likewise agrees to complete and sign any forms required by the Association.

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

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

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

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

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

14. LANDLORD MAINTENANCE. Except as otherwise noted, Landlord shall maintain the Premises in compliance with the Uniform Statewide Building Code and shall be responsible for repairs not due to the fault or negligence of Tenant.

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

Appliances: all existing appliances _____

"As-is" Appliances: _____

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

Tenant has the right to request Landlord to install carbon monoxide detector(s) at Tenant's sole cost and expense in accordance with the law. Landlord shall maintain any carbon monoxide detector installed by Landlord.

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

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

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

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

If the damages to the Premises exceed the amount of Security Deposit and require the services of a third-party contractor, Landlord shall give written notice to Tenant advising of the fact within a 45 day period. If such notice is given, Landlord shall have an additional 15 day period to provide an itemization of the damages and the cost of repair.

If Security Deposit is held by Landlord for more than 13 months, Landlord will accrue interest thereon which will be disbursed to Tenant as required by law. Any interest earned on Security Deposit in excess of that amount that Landlord is required to pay to Tenant under the VRLTA will be retained to cover administrative costs. However, on or after January 1, 2015, there shall be no interest due and payable on security deposits held under this Lease and in accordance with the VRLTA. Any accrued interest due and payable as of December 31, 2014, shall be paid to Tenant no later than forty-five (45) days after termination of the tenancy and return of possession of the Premises by Tenant.

- B.** Tenants shall pay the costs of repairs, replacements or other damages that exceed Security Deposit.
- C. Forwarding Address.** Tenant shall provide Landlord written notice prior to vacating the Premises of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of Security Deposit prior to the end of the 45 day period. If Tenant fails to give notice of a forwarding address, Landlord will send Security Deposit statement to the last known address of Tenant, but will retain Security Deposit refund, if any, until Tenant notifies Landlord of the appropriate address. If no forwarding address is provided to Landlord, upon the expiration of one year from the date of the end of the 45-day time period, the balance of such security deposit shall escheat to the Commonwealth of Virginia, in accordance with Section 55-248.15:1 of the VRLTA. Upon payment to the Commonwealth, Landlord shall have no further liability to any Tenant relative to the security deposit.
- D.** Landlord shall provide notification to Tenant of the name, address and telephone number of the new Managing Agent or new Landlord in the event of a change in rental management or the sale, transfer or assignment of Landlord's interest in the Premises or in Lease. In the event of a sale, transfer or assignment of Landlord's interest in the Premises or Lease, Landlord shall transfer Security Deposit and be released from all liability in connection with Lease. Tenant shall request the return of Security Deposit from the new Managing Agent or Landlord.
- E.** If during Lease Term, including any extension or holdover, any part of Security Deposit is used by Landlord in accordance with the terms of Lease or applicable law, Landlord shall provide notification to Tenant of such use and shall provide an itemized list of charges within 30 days. Tenant shall

immediately deposit with Landlord a sum equal to the amount used so that the full Security Deposit is on hand at all times during Lease Term.

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

19. TENANT OBLIGATIONS. Throughout Lease Term, Tenant must keep Landlord informed of Tenant's telephone numbers and e-mail address(es). Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises, nor permit any person to do so. Tenant shall pay for any repairs or replacements made necessary due to deliberate, accidental or negligent acts or omissions of Tenant, Tenant's authorized occupants, guests or invitees, or pet(s). Tenant shall be responsible for:

- A. Maintaining the Premises in a clean and sanitary condition and disposing of all trash, garbage, and waste in sealed containers.
- B. Using and operating all appliances, equipment and systems in a safe and reasonable manner. Tenant shall not overload any system. Tenant must drain any outside water spigots each fall. In the event the Premises' plumbing is frozen or obstructed due to the negligence of Tenant, Tenant's family or guests, Tenant shall pay immediately the cost of repairing frozen pipes or cleaning such obstruction and any additional costs associated with the repair (i.e. drywall, paint, carpets, etc.), which amounts shall constitute additional Rent due hereunder.
- C. Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters at least every 2 months.
- D. Clearing of all drains and toilets and maintaining caulking around tubs and showers, maintenance of all carpeting and flooring in a clean and good condition, replacement and payment for glass and screen breakage.
- E. Maintaining the Premises in such a manner as to prevent the accumulation of moisture and the growth of mold. Tenant shall promptly notify Landlord in writing of any moisture accumulation or visible evidence of mold. Tenant does hereby release Landlord and Managing Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or guests or invitees, and does hereby agree to indemnify and hold Landlord and Managing Agent harmless from and against any and all loss, damage, claim, suit, costs (including reasonable attorneys fees and costs at all tribunal levels) or other liability whatsoever resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law.

- F. Cutting, watering and maintaining the lawn and pruning shrubbery; promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, drains and grounds free of leaves and other debris.
- G. Promptly reporting in writing to Landlord any defect, damage, or breakage. Failure to report shall make Tenant liable for the repair of any additional damage. This provision does not require Landlord to repair or correct such defects, breakage, malfunction or damage.
- H. Paying the cost of any unnecessary service call and any costs incurred as a result of Tenant failing to keep appointments with service persons that require access in order to make scheduled repairs. Any request for repair is understood to mean that Tenant has given permission to enter the Premises to make the repair.
- I. Making any repairs, alterations, or additions required by any governmental authority, the Association, insurance company or the Managing Agent due to Tenant's use.
- J. Controlling and eliminating household pests including but not limited to fleas, ticks, bed bugs, roaches, silverfish, ants, crickets, and rodents during occupancy. Tenant shall be responsible for the costs of the elimination of all such pests and vermin during occupancy and upon vacating the Premises.
- K. Providing notification to Landlord if Tenant intends to be absent from the Premises for more than 14 days. If Tenant fails to notify Landlord, Landlord may consider the Premises abandoned.
- L. Not placing or displaying any sign, advertisement or notice on any part of the Premises.
- M. Not creating or permitting any lien upon the Premises or Tenant's interest in Lease. Lease shall not be recorded by Tenant.
- N. Providing a copy of the court order to Landlord if a Tenant is granted possession of the Premises by a court of competent jurisdiction to the exclusion of any other Tenant or occupant, or providing a key to any locks that are changed and/or security codes to any devices installed on the Premises.

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

- 20. HOLDOVER TENANT.** Should Tenant fail to vacate as outlined in LEASE TERM paragraph, Tenant will become a holdover Tenant on a month to month basis under the same terms and conditions of Lease. In addition, Tenant shall be liable for any and all actual damages sustained by Landlord as a result of Tenant's holding over, including without limitation costs payable to a new tenant for moving, storage, meals, lodging and mileage. In the alternative, Landlord shall have the right to receive from Tenant, as liquidated damages, rent for the period of Tenant's holding over in an amount equal to 150 percent of the per diem of the monthly Rent, for each day Tenant remains in the Premises.
- 21. LANDLORD CONSENT REQUIRED.** Tenant is required to submit a written request for any alteration of the Premises. The request must include plans to restore Premises to the original condition prior to the Tenant's alterations. Tenant must obtain Landlord's written consent for any of the following:
- A. Remodeling, making any structural change, alteration, addition, or decoration, including without limitation, wallpapering and painting or otherwise disturbing any painted surfaces.
 - B. Installing, attaching, removing, or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antenna or satellite dish, wood burning stoves, fireplace inserts or kerosene heaters.
 - C. Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hanger nails, which are permitted).

- D. Affixing any object containing an adhesive backing to any surface or attaching plant hooks to the ceiling.
- E. Re-keying locks, installing additional locks or security systems. Tenant must provide Landlord, and Association where required, with a duplicate of all keys and instructions on how to operate all locks and/or systems.
- F. Installing iron safes, water beds, aquariums over 20 gallons, or any extra-heavy objects as reasonably determined by Landlord.

22. INSURANCE REQUIREMENTS. Throughout Lease Term, Tenant shall maintain an insurance policy which provides for liability coverage, protects Tenant's personal property, at Tenant's sole cost and expense. Tenant shall provide Landlord with a certificate of such insurance prior to occupying the Premises. Tenant shall not do anything nor permit anything to be done on or about the Premises that may increase the cost of or cause the cancellation of any fire or other insurance policy covering the Premises. All of Tenant's personal property located or stored at the Premises shall be at Tenant's sole risk. Tenant shall indemnify and hold harmless Landlord from any loss or damage to such personal property. Landlord and/or Association shall not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises.

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

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

A. Tenant shall pay all costs, expenses, fees, and charges incurred by Landlord in enforcing, by legal action or otherwise, any of the provisions of Lease, including the payment of reasonable attorneys' fees, and Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of Lease.

B. If Tenant fails to perform any of the provisions of Lease (other than failure to pay Rent when due), or upon abandonment of the Premises, Landlord shall give written Notice to Tenant specifying the particular non-compliance and Landlord may terminate Lease not less than 30 days after Tenant's receipt of such notice unless Tenant remedies the non-compliance within 21 days in a manner acceptable to Landlord. In addition to any costs of enforcement, Landlord shall be entitled to possession of the Premises, a money judgment for Rent, damages including physical damages to the Premises and actual damages for what would have been the Rent for the balance of the Lease Term, subject to Landlord's duty to mitigate damages and re-rent the Premises, and such other remedies as may be appropriate under Lease and Virginia Law. If Landlord does not pursue Lease termination when non-compliance is noted or accepts additional Rent payments, such actions do not constitute a waiver or acceptance of the non-compliance. Landlord reserves the right to take future action against non-compliance.

C. Acceptance of Rent with Reservation. If Tenant is in default under this Lease, Landlord may accept all Rent with reservation upon providing Tenant written notice of such acceptance in a termination notice, or within five (5) business days of receipt of Rent, and such acceptance of Rent with knowledge of a material non-compliance by the Tenant will not constitute a waiver of Landlord's right to terminate the Lease. If Landlord has given Tenant written notice that the Rent has been accepted with reservation, Landlord may accept full payment of all Rent, damages and other fees and still be entitled to receive an order of possession terminating the Lease as provided in Section 55-248.34:1 of the VRLTA. Provided Landlord accepts Rent with reservation in accordance herewith and Section 55-248.34:1 of the

VRLTA, any payment of Rent received after judgment and possession has been granted to Landlord against Tenant, but prior to eviction, will be accepted with reservation and will be applied to the judgment amount, including the late charges, applicable costs and attorney's fees, but will not affect the pending eviction pursuant to the order of possession granted by a court of competent jurisdiction. Further, the acceptance of Rent with reservation in no way creates a new landlord/tenant relationship with Tenant.

- D. Redemption Right.** In cases of unlawful detainer, Tenant may pay Landlord or Landlord's attorney, or pay into court all: (i) Rent due and owing as of the court date as set forth in the Lease, (ii) other charges and fees set forth in the Lease, (iii) late charges specified in the Lease, (iv) reasonable attorney fees as set forth in the Lease or as provided by law, and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall be dismissed. Tenant may invoke the rights granted in this paragraph no more than one time during any 12-month period of continuous residency in the dwelling unit, regardless of the term of the Lease or any renewal thereof.
- E. Material Noncompliance by Tenant Which Can Be Remedied by Repairs, Cleaning or Replacement.** If Tenant commits a material noncompliance that can be remedied by repair, cleaning or replacement, Landlord shall deliver written notice to Tenant specifying the breach and stating that Landlord will enter the Dwelling Unit and perform the work. Once the work is complete, Landlord will deliver an itemized bill to Tenant for the work, and such amounts are due as rent on the next rent due date, or if this Lease is terminated, immediate payment is due.

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

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

- 25. TRANSFER OF LANDLORD.** (Check if applicable) Landlord resides outside of the Washington metropolitan area at the time that Lease is entered into. It is hereby agreed that if Landlord is transferred back to the Washington Metropolitan area by Landlord's employer or is discharged from active duty

with the Armed Forces of the United States or with the National Guard, and if Landlord desires to move back into the Premises, Landlord shall have the right to terminate Lease by giving Tenant at least two months' notice in writing. In such case, Tenant shall vacate the Premises to Landlord on or before the Lease termination date specified in Landlord's written notice.

26. TRANSFER OF TENANT.

- A. Under the Servicemembers Civil Relief Act of 2003 ("SCRA"), as amended and under Virginia law, a tenant who is a member of the United States Armed Forces or of the National Guard serving full-time duty, or a Civil Service technician with a National Guard Unit ("Military Tenant") has the right to terminate Lease if such Military Tenant (a) receives orders to depart 35 miles or more (radius) from the Premises either for a permanent change of station or for temporary duty for more than 3 months, (b) is discharged or released from active duty or from full-time duty or technician status, (c) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters, or (d) after entry into military service.

A Military Tenant may terminate the Lease by serving Landlord with written Notice of termination stating the date when termination will be effective. The date of termination shall not be less than 30 days after the first date on which the next rental payment is due after the date on which the written Notice is delivered. In addition, the termination date shall not be more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Military Tenant shall attach to Notice of termination a copy of the orders, official notification of orders, or a signed letter from the commanding officer confirming the orders.

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

27. **LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT.** If Landlord is unable to deliver possession of the Premises to Tenant on the commencement date of Lease, Landlord shall not be liable to Tenant for any damages other than to rebate any Rent by Tenant for such portion of the Term during which the Premises are not delivered to Tenant. If Landlord cannot deliver possession of the Premises or provide Tenant with an alternative residential dwelling unit acceptable to Tenant within 15 days after the commencement date of Lease, then Lease may be terminated by either Landlord or Tenant by giving Notice to the other as provided herein.

28. **EARLY TERMINATION OF OCCUPANCY.** Tenant shall not be released from liability for Rent and other charges due under Lease for the full Lease Term unless Landlord agrees in writing to release Tenant from such liability. If Tenant vacates the Premises prior to the end of Lease Term, Tenant shall still be responsible for what would have been the Rent for the balance of the Lease Term, including any

physical damages to the Premises and such other remedies as may be appropriate under Lease and Virginia Law.

29. BANKRUPTCY. Subject to the requirements of the applicable federal bankruptcy law, in the event Tenant filed bankruptcy, then Lease, at the option of Landlord, shall terminate upon one month's written notice.

30. CONDEMNATION. In the event that the Premises or any part of the Premises are taken by any authority exercising the power of eminent domain to the extent the Premises may no longer be occupied in the sole determination of Landlord, Lease shall terminate as of the date possession shall be taken by the condemning authority. Tenant waives all claims against Landlord or any condemning authority due to the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award that Landlord may receive.

31. DEATH OF A TENANT OR LANDLORD.

A. Sole (or all) Tenant's death: Lease is automatically terminated and Rent is due to Landlord through the end of the following month. Landlord, within 30 days after Tenant's death (or within 30 days of Landlord's actual knowledge of Tenant's death, if later) shall give Tenant's estate or personal representative written Notice terminating Lease and stating Tenant's death as the reason for termination.

B. Death of one (but not all) Tenants: Lease may be terminated by any party (Landlord, remaining Tenant(s), or the deceased Tenant's estate), by giving 60 days written Notice (90 days written Notice if Lease Term is more than 1 year) and a copy of the death certificate to the other party. Notwithstanding the forgoing, a surviving Tenant or a deceased Tenant's estate may terminate Lease as soon as 30 days after giving written Notice and the required death certificate. This right to terminate Lease must be exercised by any party within 30 days after Tenant's death.

C. Death of Landlord (whether one or more): Lease may be terminated by the remaining Landlord or Estate of the Landlord, by giving written notice at least two months in advance (written notice at least three months in advance if Lease Term is more than 1 year). Such written notice of termination shall include a copy of the death certificate to Tenant. This right to terminate Lease must be exercised within one month after Landlord's death.

32. FIRE OR CASUALTY DAMAGE. In the event the Premises are damaged by fire or casualty Tenant must promptly Notify Landlord. If Landlord determines that the damage does not render the Premises substantially impaired or in need of repairs requiring Tenant to vacate the Premises, Landlord shall repair the damage within a reasonable period of time after Notice from Tenant. Tenant must continue to pay Rent during the period of the repairs. If Landlord determines that the Premises are uninhabitable, Lease shall automatically terminate. If Landlord reasonably believes that the fire or casualty was caused by Tenant, or Tenant's authorized occupants, guests, or invitees, employees or pets, Tenant shall be liable for (a) Rent through Lease Term, (b) any damages to persons, property or the Premises sustained, (c) attorney's fees and costs of any court action, and (d) such other and further remedies as are available to Landlord and Managing Agent under Virginia law.

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

34. MOVE-OUT INSPECTION. Tenant has the right to be present at the inspection. Landlord, within 5 days of receipt of Notice of the Tenant's intent to vacate the Premises, shall make a reasonable effort to

advise Tenant in writing of the right to be present at Landlord's move-out inspection of the Premises, which will take place within 72 hours after Tenant's departure. Tenant shall advise Landlord in writing of the intent to be present at the inspection. If Tenant fails to make such a request Landlord will proceed to do the move-out inspection without Tenant being present. The move-out inspection is made to determine if the Security Deposit will be returned to Tenant, whether deductions will be made from the Security Deposit and whether Tenant may be liable for damages exceeding the amount of Security Deposit. Prior to the inspection, Tenant shall:

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

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

36. NOTICE. All notices shall be in accordance with the VRLTA. Any Notice ("Notice" or "notice" or "notify") provided for or permitted in Lease to be given by one party to the other shall be in writing and shall be delivered by U.S. mail, OR by hand delivery OR by electronic delivery, with the sender retaining sufficient proof that such notice was given. Any notice will be given to Tenant at the address of the Premises, or the e-mail address provided in the Rental Application. Tenant is required to give notice to Landlord of any change in Tenant's e-mail address.

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

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

include the plural and the plural the singular, and the use of any gender shall include the other gender. If as a result of Tenant's noncompliance with, or a breach of Lease or the law Landlord employs an attorney at law, regardless of whether a lawsuit is filed, Tenant agrees to pay Landlord's reasonable attorney's fees and costs in all courts of competent jurisdiction at all tribunal levels, as well as any and all costs recoverable under Virginia law.

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

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

Pet Addendum Lead-Based Paint Disclosure. Other: _____

EPA booklet "Protect Your Family from Lead in Your Home"

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

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

43. DISCRIMINATION. Landlord and Managing Agent shall not discriminate against Tenant in the provisions of services or in any other manner on the basis of race, color, creed, religion, sex, national origin, familial status, elderliness, handicap or any other legally protected status. Landlord and Managing Agent shall abide by all applicable Fair Housing Laws and ADA Regulations.

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

45. ADDITIONAL TERMS. _____

TENANTS SIGNING THIS LEASE SHALL BE JOINTLY AND SEVERALLY LIABLE.

LANDLORD:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

TENANT:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

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