

NOTES AND NOTICES

1 DISCLAIMER OF LIABILITY: This Lease is posted on the Hart & Hart Attorneys, LTD. website (www.hhatty.com) as a courtesy for those who wish to use it. As stated on the site:

- *The form is general in nature and may not apply to a specific problem.*
- *This form is one the author has found useful in his practice; even if the laws of Virginia are uniform, practice from one area to another (and one judge to another) varies. And forget any relationship to the laws of any other state.*
- *Therefore, reliance and use of this form or ANY form or other document on the firm's website) is at the sole risk and responsibility of the user, and in no way creates or implies an attorney client relationship with the author, his firm, staff, family or even his dog.*
- *And isn't it silly that we have to cover our *(&%\$ with disclaimers in case some fool wants to blame me when they screw up?*
- ***Using this form means you agree with the above.***

2 This lease has specific order in which payments are applied – see Par. 8

3 This lease has a 'rolling' 60-day notice to terminate clause – see Par 16. If you change to a 30 day notice (which is the minimum required under Virginia Law) then ALSO change 'second' to 'next' and 'August' to 'July'

RESIDENTIAL LEASE

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND IT, GET COMPETENT LEGAL ADVICE.

THIS LEASE, dated _____ between _____ Landlord, (referred to as WE or US), and _____, Tenant, (referred to as YOU):

WE rent to YOU _____, ("the property") in _____ Virginia, to be used as a residence for no more than _____ occupants and for no other purpose for _____ months, to begin on _____ and end on _____. YOU will pay US rent of _____ dollars per month payable in advance to US on first of each month throughout this lease beginning _____ all payments to be made at _____

This lease is subject to the following terms and conditions:

1. WE will furnish the following appliances: _____
2. WE will furnish the following utilities: _____
3. YOU will furnish the following utilities: _____
4. YOU authorize US to request all utility companies (particularly Gas and Electric) to report any default in the payment of YOUR account, disconnect notices, or other service termination, and YOU give up any claim YOU might have against such utility company for any reports they may give US in good faith. A photocopy of this lease may be given to the appropriate Utility to indicate YOUR permission to give US information about YOUR account.
5. WE will provide YOU with _____ unit keys and _____ mailbox keys, which YOU will return when YOU vacate the property. YOU will pay a \$25.00 charge if WE have to replace a lost or broken key. YOU will pay a \$25.00 charge for opening YOUR unit in the event YOU lock yourself out, except after business hours (including weekends and holidays) when the charge will be \$50.00.
6. All rent received after the fifth (5th) of each month will be subject to a 5 percent late charge, rounded to the nearest dollar, and it is agreed that 5% equals _____.
7. YOU will pay a \$_____ security deposit when YOU sign this lease which will be refunded to YOU 1) after this lease is terminated and 2) YOU return the keys and 3) deduction of any damages or outstanding rent. If WE bill YOU for damages while YOU are in the property and YOU do not pay within fifteen (15) days, WE can deduct that amount from YOUR security deposit. YOU will then have ten (10) days to replace the money in the security deposit fund, or YOU will be in default. YOUR deposit may earn interest that will be paid to YOU in accordance with Virginia Law. YOU can be present when WE inspect the property after YOU move out provided YOU tell US within 72 hours of when YOU leave that YOU want to be present for the inspection.
8. APPLICATION OF PAYMENTS All money paid by YOU to US will be applied in the following order: FIRST: to any amounts due US for the Security Deposit; SECOND: to any unpaid charges (other than rent) due US under this lease, including water/sewer usage; THIRD to rents due US under this lease; FOURTH, to payment of any: Court Costs, attorneys fees, accrued interest, and principal (in that order) if WE obtained a judgment against YOU.
9. Throughout the term of this lease YOU will keep the property clean and in good order and repair as it is now, reasonable wear and tear excepted. YOU will be expected to repair, at YOUR own expense, any damage YOU cause to the property, its fixtures (including plumbing) appliances and furnishings. YOU will keep all utilities (electric, gas, etc.) operating and paid; if a utility is disconnected for non-payment, that will be default under this lease.
10. No pets are to be kept in or around the property without OUR written consent. If such consent is given, WE will ask YOU to pay an additional deposit and rent.
11. YOU cannot make any alterations, additions, improvements or repairs to the property without OUR written consent. This includes ceiling fans, window air conditioners, and anything nailed or attached to the walls (except pictures & mirrors weighing less than 5 pounds), ceilings or floors, inside or out. All repairs, alterations, additions, or improvements made during this lease will become OUR property when YOU leave the property.
12. YOU will not disturb other tenants or neighbors at any time.

13. In case of emergency, WE will have the right to enter the property at any hour to examine the property and make necessary repairs. If WE give 24 hours notice, WE can enter the property for routine maintenance and repairs.
14. YOU cannot sublease or assign this lease to any one else for the purpose of subletting or re-renting.
15. In case a governmental authority condemns the property, or fire or other catastrophe destroys it, this lease will automatically terminate.
16. YOU and WE may terminate this lease by giving to the other party written notice of YOUR or OUR intentions at least sixty (60) days before the date this lease is to end. If nobody gives notice, then at the end of the lease term, this lease continues on a month-month basis at the same monthly rental then in effect. The effective date of all termination notices shall be the last day of the *second* month following the month in which notice of termination is given. (EXAMPLE: Notice given June 15th will be effective August 31st.)
17. WE may adopt RULES AND REGULATIONS from time to time that affect all tenants equally. YOU agree to comply with those rules, whether now in effect or which come into effect after the date of this lease. WE will give YOU reasonable notice of any new rules before they are in effect. If YOU violate the rules, YOU will be in default.
18. WE will not be responsible for damages and injuries that YOU cause to any person or property at any time. YOU hereby agree to assume liability for and to save US harmless from any claims against US for damage or loss that YOU cause to any other person or property. In addition, **WE are not responsible for any loss to YOUR property, unless directly caused by US. YOU should contact an insurance company to insure YOUR property.**
19. YOU agree that this lease is subordinate to any mortgages, deed of trust, or liens that WE place on the property, whether such mortgage, deed of trust, or lien is now against the property or may be placed against the property in the future. A mortgage lender has the right to cancel this lease if the property is foreclosed.
20. If YOU don't pay YOUR rent when it is due, or if YOU violate any of the terms of this lease or the rules (including but not limited to non-payment of YOUR utilities), WE can end this lease by following Virginia Law. If WE hire an attorney because of YOUR violations, failure to pay, or if YOU file an action against US in which WE prevail, YOU agree to pay a reasonable attorneys fee as allowed by Virginia law in addition to whatever else YOU may owe US.
21. YOU and YOUR co-signers are responsible, together and individually, for all payments contracted in this lease and all other payments which YOU might owe US. By signing this lease, YOU waive YOUR Homestead Exemption as to the payment of these debts.
22. If YOU move out and leave personal property in the rental unit or storage area, WE will consider the property abandoned by YOU. WE may dispose of it in any reasonable manner following the procedure set forth in 55-248.38:1 of the Code of Virginia. YOU waive any claim against US for property that YOU have abandoned.
23. YOU certify that all information and representations YOU gave in the application and other forms are correct, and those forms and representations are incorporated into this lease. WE can terminate this lease immediately if there are any material misstatements.
24. At any time after notice of termination of this lease is given, WE (or our agents) may show the property to anyone for purposes of rental or sale, or for any other purpose.
25. By signing this lease, YOU agree that the property is in good condition, except as may be listed on a separate sheet, and that there are working smoke detectors in the property.
26. The following documents are also attached: Lead Paint Notice _____ _____
27. _____

Tenant:	Landlord: