

PROPERTY MANAGEMENT **ADVISORS** LLC

Experts in Managing Residential Real Estate

Landlord Information Pak

ver. March 2019



www.PMA-DC.com



National Association of Residential Property Managers

Property Management Agreement



This Agreement is made on _____ (date) between _____

(Landlord/Owner) who agrees to advise the
Managing Agent promptly of any change of address, phone numbers, emails, or other relevant contact information.

PHONE: _____ Ph 1 _____ Ph 2 _____

MAILING ADDRESS: _____

SSN or TAX ID & Legal Name to appear on IRS filing: _____

All Notices to be sent to Landlord's Email Mailing Address Other _____

and **Property Management Advisors, Inc.** (Manager/Agent) who agree as follows:

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

_____ ("Premises"),
which is part of the _____ Condo/HomeOwners Association. Landlord will
provide the Rules & Regulations to the Agent. The term of this Agreement shall be for an initial period of one year
(the initial term) beginning on the 1st day of occupancy unless pre-listing or pre-occupancy work is requested by the
Landlord whereupon the charges will be based on the scope of work. The Agreement shall end 30 days after the last
day of the occupancy. Agreement shall be automatically renewed year to year unless terminated or property sold.

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 according to the terms of the Lease, to keep accurate records of rents and expenses for the
Premises, and to deposit all rents 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
said Deposit according to the terms of the Lease.
- C. To make an initial inspection of the Premises at time of occupancy, final inspection when Tenant vacates, and at
such other times as the Agent deems advisable.
- D. To furnish the Landlord with a monthly statement of rent received and expenses. To promptly remit to Landlord
the balance of all sums due the Landlord under the terms of this Agreement. To submit an IRS Form 1099 each
calendar year with the provided legal name herein, SSN or Tax ID showing the total rental income.
- E. To terminate tenancies with Landlord permission, to negotiate service contracts, to sign HOA/Condo Association
proxies, to serve Notices, to initiate and prosecute actions to evict Tenants, and to recover possession of the
Premises; to arrange for a warrant-in-debt and unlawful detainer; to negotiate to settle or compromise with the
tenant, or reinstate such tenancies using guidelines provided by Landlord or after consultation with the Landlord.
- F. To negotiate, prepare and sign new leases when the Landlord permits, and to cancel, extend, or modify existing
leases. The Landlord will approve the lease, when available to do so, before conveying it to the tenant.
- 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 enter into agreements with Landlord permission for all essential repairs, maintenance, service
agreements, utility services and other services to and for the Premises, to purchase supplies and to pay all bills as
provided by the Landlord. Managing Agent may obtain up to 2 estimates for projects or work orders, otherwise
Landlord to compensate additional time. **Any service call, or visit to the property expense in excess of \$300 to
be approved by the Landlord in advance, except in an emergency. Landlord has an obligation to respond to
PMA Service Call communications within 72 hours or thereby gives permission for PMA to proceed.**
- H. To collect and retain from Tenant any fees including late fees, NSF fees, leasing fees, move-in fees when not
applicable to condo or HOA regulations, application fees, and lease extension fees. Agent need not account to
the Landlord for these fees. The Landlord hereby waives any right to interest on Tenant's Security Deposit.

3. **COMPENSATION:** As compensation for normal management services, Landlord chooses the following fee option:

<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/> Flat Monthly Fee of \$	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/> 9 % of Monthly Rent
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The monthly fee shall be deducted from the Landlord’s account or payable no later than the first of each month.

4. **SERVICES & FEES:** Beyond the scope of work within the monthly management service fee, the Landlord agrees to compensate the Agent as follows:

SERVICE	PM FEE	DESCRIPTION
Initial Account Set-Up	\$ 150	one-time set-up fee, mandatory
Schedule payments for condo/HOA dues, mortgage, insurance or other landlord-related charges	\$ 50	one-time set-up fee; optional
Required Reserves — Contingency / Repair Account	\$ 500	funds replenished monthly, as needed
General Services & Repair Coordination	Included	all items cited on monthly statement
Initial Video Inspection & Final Walk-Thru Inspection	Included	reports to Landlord upon availability
Additional Inspections (beyond normal management)	\$ 45	as requested by Landlord
Landlord Lease Extension Fee (annual or bi-annual)	\$ 200 or 10%	based on monthly rent, whichever is higher
Managing during Vacancy *	\$ 100	monthly minimum
• <i>During vacancies, utilities are placed under landlord’s name to ensure safe condition of property; landlord will be charged costs through PMA bookkeeping for accountability; vacant properties are checked for lawn maintenance, snow removal, winterization, HWH in vacation mode, thermostats operational, lights on timer, excess US Mail and other non-occupied safety measures and pro-active actions.</i>		
Preparing premises for Sale, Rent or Owner Occupancy	\$ 100 - 500	per scope of work, with owner approval
Project Management on Major Repairs/Renovations	\$ 300 or 10%	pending scope of work, with owner approval
Lease Drafting Service (if no representing Agent)	\$ 400 or 10%	based on monthly rent, whichever is higher
Legal Action Coordination / Appearing in Court	\$ 100-250	per appearance; optional
Insurance Claim Coordination	\$ 100	minimum per occurrence
Attending HOA / Condo Meetings	\$ 50	per appearance; optional

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.**

6. **Expense Reimbursement:** The Agent shall be reimbursed for actual costs of materials or services expended on behalf of the Landlord above & beyond management services no less than thirty (30) days from project completion.

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

- A. Landlord will maintain a deposit with the Agent a minimum balance of \$500 in a contingency reserve account. When Agent is required to make payments on mortgages, HOA/Condo fees, taxes or insurance, the Landlord is required to maintain on deposit actual amounts due for these expenditures. The Landlords shall give Agent thirty (30) days advance notice to make any additional monthly or recurring payments. The Landlord deposits are held in an escrow account, which may bear interest. Agent shall not be required to pay said interest to Landlord.
- B. If rent is Paid-in-Full (minimum of 6 months) at commencement of Lease, there will be a mandatory deposit equal to one full month’s rent to the Required Reserve. This additional deposit will be paid to the Agent by the Landlord.
- C. The Landlord will provide the Agent within thirty (30) days of this Agreement all warranties, service contracts, and the names/contact info of tradespeople the Landlord wants the Agent to use for services. The Agent will attempt to use these contractors; however, the Agent will not warrant or guarantee performance of said contractors. The Landlord will provide the Agent with a list of known defects which may adversely affect habitability with the Property Management Information form thereby not holding Agent liable for any unknown or adverse property faults, repairs, failures and uncontrollable actions regarding for maintaining the property.
- D. If Landlord has never occupied property, all builder materials, inspections, and warranties will be conveyed to Agent for reference. Covenants and community contacts will be informed of Agent as first point of contact.

- E. Agent is not required to advance funds on the Landlord's behalf. If the balance in the Required Reserves falls below the amount required, the Landlord shall remit funds to replenish the account within five days of being notified or know that reimbursement shall be deducted from the following month's disbursement without notice. Services over \$ 750 will be paid directly to the provider/vendor by Landlord or immediately sent to Agent prior to action.
- F. Agent will make available eCheck feature for online payments by Landlord with minimal fee. Landlord credit cards may also be charged for convenience and/or larger expenditures.
- G. 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 the Agent by the 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 10% per annum (after 30 days delinquency). The Landlord shall reimburse the Agent, including interest within five days of being notified. 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 the Agent from the Landlord.
- H. Landlord shall be responsible for obtaining and maintaining any rental licenses required by any governmental body. The Agent may assist in obtaining but only if directed to do so. The Landlord represents that Premises are in compliance with local zoning and building codes. Smoke detectors are present and installed as required as of the date of this Agreement. The building was not built prior to 1978.
- I. Landlord will provide Agent with copies of fire insurance policies and carry public liability insurance with minimum coverage as instructed by your insurer. Insurance policy to name Agent as additional insured. Landlord accepts responsibility for determining necessary coverage including flood, earthquake, or any additional riders protecting the property, Landlord and Agent from physical damage to and liability claims. Unless the Landlord provides a certificate of coverage to the Agent within ten (10) 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 thirty (30) days.
- J. 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 proven negligent. The Landlord shall indemnify and hold harmless the Agent from all claims arising from bankruptcy or foreclosure against Landlord. The Landlord shall pay all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, collection fees, litigation expenses and reasonable attorney's fees for suits initiated or defended on his/her behalf.
- K. Landlord shall pay all expenses incurred by Agent in any proceeding or suit involving an alleged violation by the Agent of the 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.
- L. Landlord shall make every effort to have neighbors, family members, local contacts or other parties cease from being inquisitive, intrusive, officious, interfering or intervening with the property management. Agent and homeowner have a contractual legal representation agreement so any interfering parties may jeopardize proper handling of needs.
- M. Landlord will hold the Agent harmless after Agent determines the proper amount of Security Deposit to be returned to the Tenant. The Agent will ensure proper final inspection protocol and will take reasonable steps in assessing condition and cleanliness upon the vacancy of the tenants. However, Landlord will understand and acknowledge that minor conditions will exist, will be deemed minor, and be noted on the initial inspection, seasonal inspection, or final walkthrough forms and/or videos. The Landlord understands and acknowledges that there are risks associated with owning Rental Property and will not pursue the Agent for additional funds after Security Deposit Disbursement has taken place. In the event of a full or partial forfeiture of security deposits by Tenant, Agent shall apply such amount to the oldest charge of Tenant's account first, thereby entitling Agent to any fees earned, including management fees, late fees and/or other fees or charges due Agent.
- N. Agent shall not be held responsible for the default or any consequence of the breach of lease terms by the Tenant. This includes non-payment of rent, tenant behavior, tenant abuse or neglect of the premises .
- O. Agent is not responsible for showing or touring the premises to potential tenants or buyers unless Agent has been contracted by Landlord under NVAR Listing Agreement or other real estate contractual agreement.

- O. Agent is not responsible for showing or touring the premises to potential tenants or buyers unless Agent has been contracted by Landlord under NVAR Listing Agreement or other real estate contractual agreement.
- P. Agent shall serve as conduit between current tenants and outside listing agents on broker-related agreements such as for sale or for lease matters. Agent will not report to the listing agent rather is under contract to the Landlord. All repairs, maintenance items or services related to the sale or lease of said property can be performed by the Agent with reasonable expectations, time and compensation if outside of normal management terms.

8. **Resident Agent, Contact Person and/or Emergency Contact for Non-Resident Landlord:** Any individual non-resident of Virginia who owns and leases residential real property consisting of more than two (2) units in Virginia shall have an Agent who is a resident and maintains a business office within the Commonwealth of Virginia. If Landlord is in a partnership, trust, corporation or other entity, or if Landlord consists of two (2) or more individuals, the Landlord must have a 'Contact Person' with 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 the Landlord. Out-of-area Landlords must have an Emergency Contact for local emergencies. The designated party's name, address, phone and email is: _____

9. **Tax Reports:** Landlord is a non-resident 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 Commonwealth of Virginia Department of Taxation. Managing Agent is obligated to provide a IRS 1099-MISC statement to the Landlord no later than January 31st each year.

10. **Termination:**

- i. This Agreement may be terminated by either Party with thirty (30) 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 one (1) month's management fee. Agent shall forward Tenant's security deposit to Landlord and Notice to Tenant. As of mailing, Agent shall have no further obligation or liability concerning the security deposit. Landlord's reserve account shall be disbursed to Landlord within thirty (30) 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 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 within fourteen (14) days to Agent all monies due Agent in accordance with this Agreement.
- ii. Landlord must give thirty (30) 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.
- iii. The Agent will have the right to provide the Landlord thirty (30) days notice to terminate if the Agent deems the Landlord as uncooperative and/or unreasonable toward the Tenant, the Agent, the Fair Housing Laws, the Lease terms, or the rules set forth within the Landlord/Tenant section of the Code of Virginia. In the event of such notice, the Agent will charge the Landlord account a sum equal to one month's management fee, in addition to forwarding the Tenant's Security Deposit to the Landlord, or whatever management company the Landlord decides to employ. A Notice of Security Deposit Transfer will be provided to the Tenant(s).
- iv. All representations of the Parties to this Agreement shall survive Termination of the Agreement.

11. **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 enforceable, the remainder of the Agreement will continue in full force and effect.

12. **Fair Housing:** Landlord agrees that Agent shall manage the premises in accordance with all applicable Fair Housing Laws & Regulations, including those cited by property jurisdiction, 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.

13. **Attorney's Fees:** In the event of any dispute, litigation or arbitration arising out of or relation 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.

14. **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.

15. **Virginia Residential Landlord Tenant Act (VRLTA):** Landlord possesses an ownership interest in One_residential leased property located in the Commonwealth of Virginia. Landlord’s properties will be administered under the Virginia Residential Landlord Tenant Act.
16. **Notices:** Any Notice to Landlord or to Agent required under this Agreement shall be serviced in writing only, by sending such Notice to the addresses stated in this Agreement, or as later designated in writing.
17. **Landlord US Mail & Deliveries:** It is the Landlord’s responsibility to file forwarding requests. Within the first 30 days, PMA will forward Landlord mail and/or packages to a provided address. After 30 days, PMA can scan communications to the Landlord, then shred said papers. Any checks or packages will be sent via the best method with tracking and delivery confirmation. Cost of this forwarding action will be incurred by the Landlord.
18. **Transfer to Managing Agent:** Landlord/Owner agrees to transfer and/or include Agent on all mortgage or insurance information for monthly payments, HOA or condo payment information, service agreements, home warranties, maintenance plans, seasonal contracts and other applicable property responsibilities, no later than thirty (30) days from acceptance of this Agreement, if expectation is for Agent to represent Landlord. **Agent will not be held liable for non-maintenance items if not provided sufficient information at time of Agreement commencement.**
19. **Landlord Account Set-Up:** Landlord/Owner will provide \$600 with acceptance of this Agreement. This will be notated as the received Account Initiation Fee (\$100) and the Required Reserves (\$500.) Once deposited, this Agreement will be in full force and effect.
20. **Access to Property:** **Landlord to provide four (4) sets of keys identified keys** or will be charged a minimum \$50 fee for PMA to get made. A reputable locksmith or local hardware store tends to be accurate. Please make sure keys are marked accurately. From experience, PMA recommends home be rekeyed to one (1) single key if more than 4 keys must be copied. Or have a keyless door lock/handle installed so combination may be changed between tenants. If property is occupied at time of Agreement, Landlord to provide key copies and notify Tenant of Agreement.
21. **Inherited PM Property Transfer to Managing Agent, if applicable:** Landlord/Owner agrees to provide all property management documentation for reference as well as an accounting of all rent payments, original lease and current lease terms. Landlord to introduce Agent as new property management company with Cc: to Agent for smooth transition within five (5) days of PM Agreement ratification. All rents must be collected by Agent. All security deposits are to be transferred to Agent Tenant Escrow Account. Per Para. 21, keys are to be made available to Agent immediately.
22. **Residential Property Disclosure Statement:** Similarly to the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the Code of Virginia), which requires the owners of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish a Disclosure Statement to the purchaser, the Residential Property Disclosure Statement requires that:
 - ◆ the Landlord/Owner agrees to complete the mandatory attached Property Information Form on behalf of the property in order to disclose to the Agent all known property conditions, systems, and operations;
 - ◆ the Landlord/Owner represents that there are no pending enforcement actions pursuant to the Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent and sanitary living conditions of the real property described herein;
 - ◆ the Landlord/Owner knows of no actions or violations by the locality, nor any pending violation of the local zoning ordinance which the violator has not abated or remedied under the zoning ordinance;
 - ◆ the Landlord/Owner agrees to not hold the Agent responsible, liable or accountable for any unknown maintenance, systems or structural items, especially those not visible to the Agent upon initial walk-through;
 - ◆ the Landlord/Owner understands the provided “Boundaries” addendum noting the expertise of the Agent without expectation of service professional knowledge, e.g., HVAC, ductwork, plumbing, electrical, roof, foundation, etc.;
 - ◆ the Landlord/Owner acknowledges receipt of these terms thereby eliminating any risk to the property, the account, the Tenant, thereby avoiding any future legal actions;
 - ◆ The Landlord/Owner understands that any disputes between community management, homeowners or condo associations and the property homeowners cannot be the responsibility of the Agent with exception to Agent providing any supporting documentation during the management term;
 - ◆ Landlord/Owner understands that any lease extensions, management fees or expenses may automatically renew annually under the terms of this Agreement without invoice

23. **MARYLAND & DISTRICT OF COLUMBIA LANDLORDS:** If the property is located in Maryland or District of Columbia, the terms within are applicable with consideration to Maryland and District of Columbia dictated management regulations. See GCAAR Form # 1202- Prop Mgmt/Exclusive Rental - MC & DC and PGCAR Form #1100 - Property Management Rental Agreement, GCAAR Form # 1202- Prop Mgmt/Exclusive Rental - MC & DC and GCAAR # 1217 - Addendum to Prop Mgmt/Exclusive Agreement for additional terms between landlord, tenant and property management.

24. **PM/Agent Contact Information:** At the time of this Agreement, Property Management Advisors, Inc. Changes, if any, to Agent contact information will be sent to Landlord on regular basis to ensure communications and proper notifications. Most PMA Staff are available 24/7, 365 days a year with a commitment to returning phone calls within 2 to 3 hours and emails within 24 hours.

- **US Mail:** PO Box 300, Dunn Loring VA 22027 . . . the best way to mail items to our office
- **Bookkeeping:** Bookkeeping@pma-dc.com or 703.457.6533 ext 5
- **Service Calls:** Service@pma-dc.com or 703.457.6533 ext 3 (ext 1, if emergency)
- **Lease Extensions:** Leases@pma-dc.com or 703.457.6533 ext 2
- **General Info & Operations:** Info@pma-dc.com, 703.564.4202
- **Rental Application Processing:** rentalapps@pma-dc.com, 703.457.6533 ext 4

25. **Landlord Disbursement Schedule:**

- ◆ **TENANT RENT:** Tenant monthly rent is due 1st of each month; deadline for receipt by Agent is 5th of each month.
- ◆ **OWNER DISBURSEMENT:** Agent forwards disbursement via electronic transfer between the 9th to the 12th. Holidays and weekends may delay receipt however all efforts by Agent will be to ensure proper receipt.
- ◆ **OWNER STATEMENT:** Statements are electronically provided no later than 15th of each month. Owner Statements will reflect all income and expenses within prior 30-calendar days or Year-to-Date status.

26. **Landlord Disbursement Information:** Landlords are required to update Agent with most current banking or account holder information for property disbursements. Information may not be applied until next month's disbursement due to electronic banking mandates.

Disburse monthly Landlord funds to:

Initials

Banking or Financial Institution Name

Bank Phone Number

Routing Number

Account Number

I hereby authorize Property Management Advisors to direct deposit monthly disbursement funds to the above account.

27. **Primary HOA/Condo Contact:** As your Managing Agent and typically the local representative, it is imperative that PMA be registered with the Homeowners or Condo Association as primary contact so we may respond promptly and ensure compliance. This Agreement obligates PMA to share Notices or relevant information with Landlords; however, Landlords do not have this timely obligation in return. PMA mandates that Landlords register us as first contact.

HOA/Condo Management Name _____

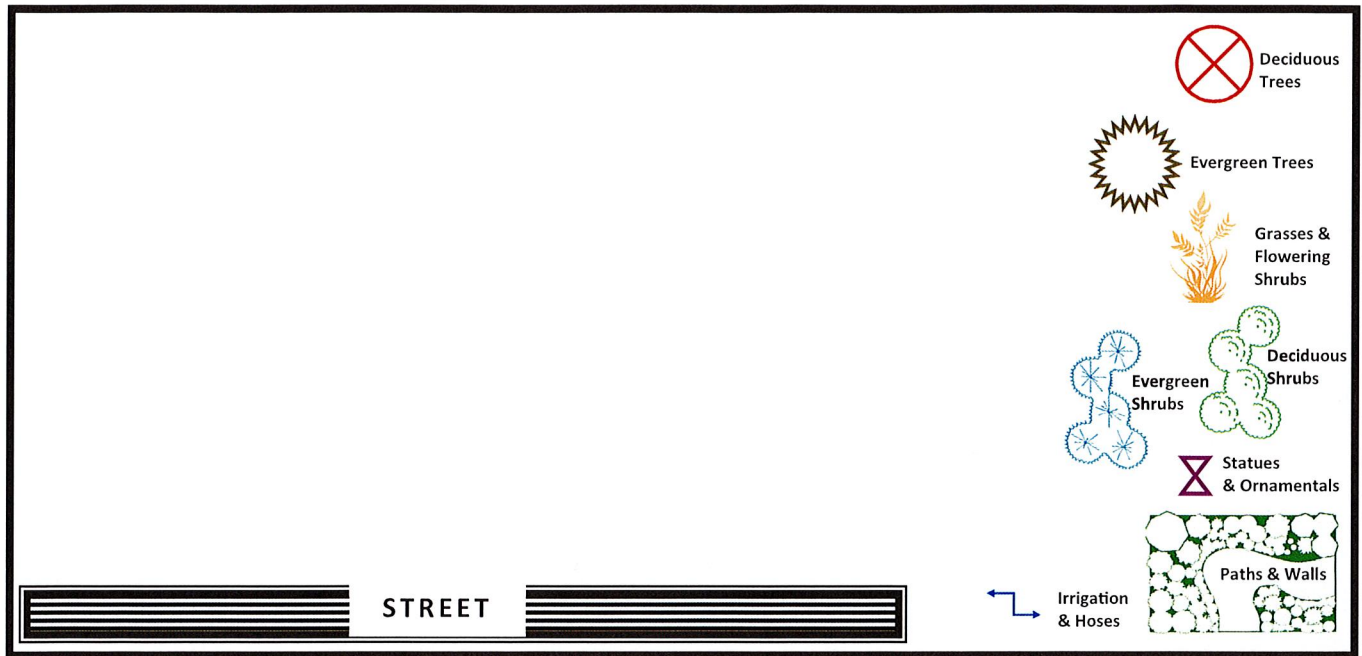
Website & Info _____

28. **Rental Listing:** With 90% of our clients being referrals, PMA has a loyalty to referring real estate agents. If a property is in need of being listed for new tenants, PMA will suggest using their referring agent. Otherwise, Randy Huntley, PMA Managing Partner, and an Associate Broker at Keller Williams Realty, is available as an agent. All real estate listing protocols will be handled through KW Metro Center including standard commission agreement. The first full month's collected rent will be paid to the brokerage directly and thereby reflected on the Owner Statement as an expense.

29. **Referring Agent/Individual, if applicable:** Kasia Ranis — KW Metro Center Tysons

30. **ADDITIONAL PROVISIONS:** Owner Reserve Fund to be \$500

31. **Landscaping & Exterior:** Tenants are obligated to maintain the yards, lawns, gardens and other exterior features of the property. However, few Tenants take ownership like the actual homeowner. To protect the property and assist the tenants with their responsibilities, please take time to note any exterior features that require special note within your lease. We designed this plat when some of our clients worried about their professionally landscaped yards, family-planted trees, English gardens, perennial flower bulbs, retaining walls, etc. This plat also assists with Seasonal Inspections. If there are any landscape services that are already familiar with your home, please share the vendor's contact information. We will reach out to these service providers and continue their good work at the property.



This Agreement and all Terms and Conditions within are hereby accepted by both Landlord/Owner and Managing Agent:

Landlord Signature	Preferred email address for PMA communications
Printed Name (as it appears on IRS tax filings)	Date
Landlord Signature	Preferred email address for PMA communications
Printed Name (as it appears on IRS tax filings)	Date



8133 Leesburg Pike, Suite 800
 Tysons Corner VA 22182
 office 703.457.6533
 efax 240.238.8650

Randy Huntley

Managing Agent Signature

Printed Name

Date

PO Box 300
 Dunn Loring VA 22027
 info@pma-dc.com
 www.pma-dc.com

The staff at Property Management Advisors looks forward to being of service to you.

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, _____ ("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. Landlord shall deliver possession of Premises to Tenant at _____ a.m. / p.m. on _____ ("Lease Start Date"). Tenant shall vacate Premises no later than _____

a.m. / p.m. on _____ ("Lease End Date") unless Tenant and Landlord have

agreed in writing to extend Lease End Date or have executed a new lease. "Lease Term" is defined as the period from Lease Start Date to Lease End Date. Landlord and/or Tenant may deliver Notice to the other party that they wish to extend Lease End Date or execute a new lease not less than 60 days prior to Lease End Date.

3. EARLY TERMINATION OF OCCUPANCY. Tenant shall not be released from liability for Rent and other charges due during Lease Term unless Landlord agrees in writing to release Tenant from such liability. If Tenant vacates 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 Premises and such other remedies as may be appropriate under Lease and Virginia Law.

4. 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 Premises 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 one (1) month in advance of the Rent due date.

5. 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. For any Rent payment received by the Landlord after the 5th day of the month, Landlord may charge Tenant the lesser of: (i) 10% of the total monthly Rent, or (ii) 10% of the remaining balance due and owed by Tenant ("Late Fee"). For any check returned for insufficient funds or otherwise, or failed electronic funds transfer, Landlord may also charge in addition to the Late Fee: (a) the face amount of the dishonored payment; (b) the amount charged by the bank for such dishonored payment; (c) an administrative fee of \$50; (d) interest from the date of the check or transfer; (e) a civil recovery not to exceed \$250; **AND** (f) all other amounts recoverable by the Landlord pursuant to this Lease or by law.

Late payments of Rent and dishonored payments constitute a default under this Lease and can be cause to recover Rent and possession of Premises. 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.

6. 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 Rent within five (5) days after the Landlord has given a default Notice to Tenant, Landlord may terminate Lease and proceed to obtain possession of Premises in accordance with the law and seek such damages and other remedies as may be appropriate under Lease and the VRLTA.

7. MANAGEMENT. _____ ("Managing Agent"),

Office Address: _____
Phone Number: _____ Email: _____,
is authorized to manage the Premises and collect Rent on behalf of Landlord and shall exercise all rights of Landlord under Lease.

If 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: _____

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.

8. APPOINTMENT OF REGISTERED AGENT BY NONRESIDENT LANDLORD. Any individual nonresident of Virginia who owns and leases residential real property in Virginia shall have and continuously maintain an agent who is a resident and maintains a business office in Virginia. Landlord designates:

Name: _____ Email: _____
Street Address: _____
Phone Number: _____, as the registered agent.

- 9. 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 Premises; (c) exercise all legal and equitable rights and remedies; and (d) recover reasonable attorney's fees, court costs, and all costs incurred to reclaim Premises and to rent Premises to another tenant.
- 10. USES.** Tenant will use 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 Premises shall be sublet (on a short-term basis or otherwise) or assigned without the prior written consent of Landlord. Occasional visits by guests, not to exceed two (2) weeks during any consecutive 12-month period, are permitted without the prior written consent of Landlord. Tenant shall not use nor allow 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 Premises, whether known by Tenant or not. Landlord has the right to terminate 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 Premises shall be considered such an immediate threat, whether or not there has been a criminal conviction for such conduct. Any criminal activity that involves or constitutes a criminal or willful act that also poses a threat to health and safety shall also be considered such an immediate threat. Landlord may give Tenant Notice of termination requiring Tenant to vacate Premises within 72 hours of the date of such Notice. Tenant shall vacate and surrender possession of Premises to Landlord within such 72-hour period.
- 11. PETS.** Tenant and/or Tenant's guests may keep pets on Premises (see attached Pet Addendum) **OR** may not keep pets on 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.
- 12. SMOKING.** Tenant and/or Tenant's guests may **OR** may not smoke, use electronic cigarettes or "vape" on or in 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 smoke/smoking.
- 13. HOMEOWNERS', CONDOMINIUM ASSOCIATION, OR CO-OP.** Premises are subject to a Homeowners' Association Condominium Association Cooperative.
Tenant must obey the rules and regulations of the _____ Association ("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 an elevator may be required to be reserved during Tenant's move-in and move-out. Tenant will call Association at phone number _____ to schedule the move. Moving days and hours may be restricted. Tenant will comply with all maintenance requirements of Association and provide access for contractor inspections. Tenant agrees to register cars, bicycles, and pets with Association, as required.

14. VEHICLE PARKING. No motor vehicle, trailer, or motorcycle shall be parked on Premises 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 Association rules or by local law.

15. 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 pro rata 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.

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

17. FIXTURES AND APPLIANCES. Landlord shall provide as part of Premises any existing 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, sump pumps, exterior trees and shrubs. and such other items as are listed below.

Appliances: _____

Those items listed below in "as-is" condition are provided in as-is, where-is condition with any existing faults and need not be repaired, replaced, or maintained by Landlord.

"As-is" Appliances: _____

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

Tenant has the right to request Landlord to install carbon monoxide alarm(s) at Tenant's sole cost and expense in accordance with the law. Tenant, however, shall not remove or tamper with a properly functioning carbon monoxide alarm(s) or smoke alarm(s) installed by Landlord, including removing any working batteries, so as to render the carbon monoxide alarm(s) or smoke alarm(s) inoperative and shall maintain the carbon monoxide alarm(s) and smoke alarm(s) in accordance with the Uniform Statewide Building Code. Landlord is not responsible in any way for the installation or use of a carbon monoxide alarm(s) or smoke alarm(s) 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 alarm(s) or smoke alarm(s).

19. SECURITY DEPOSIT. Prior to the beginning of Lease Term, Tenant shall deposit the sum of \$ _____ (“Security Deposit”) to be held by _____

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 or Tenant's vacating Premises, whichever occurs last, Landlord shall (i) provide an itemized statement of estimated deductions to be charged against Security Deposit and (ii) return Security Deposit to Tenant, less any deductions provided that Tenant has complied with all the terms and conditions of Lease and with the VRLTA.

If the damages to 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.

There shall be no interest due and payable on security deposits held under this Lease and in accordance with the VRLTA.

B. Tenant 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 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 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 Premises or in Lease. In the event of a sale, transfer, or assignment of Landlord's interest in 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.

20. MOVE-IN INSPECTION. Within five (5) days after the beginning of Lease Term, Landlord shall submit a written report to Tenant itemizing the condition of 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 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 five (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 Premises. If Landlord's move-in inspection report states that there is visible evidence of mold in Premises, Tenant has the option to not take possession and terminate the tenancy or to remain in possession of Premises. If Tenant requests to take possession, or elects to remain in possession of Premises, notwithstanding the presence of visible evidence of mold, Landlord shall promptly remediate the mold condition no later than five (5) business days thereafter and re-inspect Premises to confirm there is no visible evidence of mold in Premises. A new move-in inspection report reflecting that there is no visible evidence of mold in Premises shall be submitted to Tenant.

21. TENANT OBLIGATIONS. Throughout Lease Term, Tenant must keep Landlord informed of Tenant's telephone number(s) and e-mail address(es). Tenant shall not destroy, deface, damage, impair, or remove any part of 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 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 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 two (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 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 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 Premises.

K. Providing notification to Landlord if Tenant intends to be absent from Premises for more than 14 days. If Tenant fails to notify Landlord, Landlord may consider Premises abandoned.

L. Not placing or displaying any sign, advertisement, or notice on any part of Premises.

M. Not creating or permitting any lien upon 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 Premises by a court of competent jurisdiction to the exclusion of any other Tenant or occupant, and provide a key to any locks that are changed and/or security codes to any devices installed on Premises.

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

22. HOLDOVER TENANT. Should Tenant remain in possession of Premises at the expiration or termination of the Lease Term or Lease Extension without Landlord's consent Tenant will become a holdover Tenant and shall be liable for any and all actual damages sustained by Landlord as a result of Tenant's holding over, including, without limitation: holdover rent equal to 100% of the per diem of the monthly Rent for each day the Tenant remains in possession of Premises after the termination date; costs payable to a new tenant for moving, storage, meals, lodging, mileage (if applicable); damages sustained by Landlord from lost opportunity to rent or convey Premises to third party; and reasonable attorneys' fees and court costs.

In addition, 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 one 150% of the per diem of the monthly Rent (or 100 % of the per diem of the monthly Rent for any HUD property), for each day Tenant remains in possession of Premises after the termination date.

23. LANDLORD CONSENT REQUIRED. Tenant is required to submit a written request for any alteration of 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.

24. INSURANCE REQUIREMENTS. Throughout Lease Term, Tenant shall maintain an insurance policy which provides for liability coverage and 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 Premises. Tenant shall not do anything nor permit anything to be done on or about Premises that may increase the cost of or cause the cancellation of any fire or other insurance policy covering Premises. All of Tenant's personal property located or stored at 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 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.

25. 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 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 Premises, a money judgment for Rent, damages including physical damages to 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 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 55.1-1250 of the VRLTA. Provided Landlord accepts Rent with reservation in accordance herewith and Section 55.1-1250 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 Lease; (ii) other charges and fees set forth in Lease; (iii) late charges specified in the Lease; (iv) reasonable attorneys' 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 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 Premises 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.

26. ACCESS TO PREMISES. Landlord or their designated representative(s), upon reasonable notification to Tenant and at reasonable times, may enter Premises in order to do any of the following: (a) inspect Premises; (b) make necessary or agreed upon repairs, decorations, alterations, or improvements; and (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 Premises in order to accomplish repairs or services. It then shall be Tenant's responsibility to ensure that these workers have access to 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 Premises, or in case Premises have been vacated, abandoned, or surrendered by Tenant, Premises may be entered by Landlord or a designated representative(s) without notification and without the consent of Tenant.

In addition, Landlord or a designated representative(s) may place a "For Sale" or "For Rent" sign upon Premises and an electronic lockbox. Upon reasonable notification to Tenant and at reasonable times, Landlord or a designated representative(s) may show Premises to prospective buyers 90 days prior to the end

of Lease Term or show Premises to prospective tenants 60 days prior to the end of Lease Term. Landlord or a designated representative(s) may show Premises to prospective buyers at any time within Lease Term by appointment only with Tenant's consent. Buyer agents and tenant agents are authorized to show Premises under this section. Tenant shall remove or secure any animal(s) on Premises when Premises is to be shown or when repairs are scheduled. If Tenant without reasonable justification, refuses to permit Landlord or agents to show Premises for sale or lease, Landlord may recover damages, costs and reasonable attorneys' fees.

27. 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 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 Premises to Landlord on or before the Lease termination date specified in Landlord's written notice.

28. TRANSFER OF TENANT.

A. Transfer pursuant to the Servicemembers Civil Relief Act ("SCRA"). Under the 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: (i) receives orders to depart 35 miles or more (radius) from Premises either for a permanent change of station or for temporary duty for more than 3 months; (ii) is discharged or released from active duty or from full-time duty or technician status; (iii) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters; or (iv) 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. Transfer of all other Tenants. (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 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: (i) one (1) month's rent if Tenant has completed fewer than six (6) months of the tenancy as of the effective date of termination, **OR** (ii) One-half (1/2) of one (1) month's rent if Tenant has completed 6 months or more of the tenancy as of the effective date of termination.

29. LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT. If Landlord is unable to deliver possession of Premises to Tenant at Lease Start Date, 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 Premises are not delivered to Tenant. If Landlord cannot deliver possession of Premises or provide Tenant with an alternative residential dwelling unit acceptable to Tenant within 15 days after Lease Start Date, then Lease may be terminated by either Landlord or Tenant by giving Notice to the other as provided herein.

- 30. BANKRUPTCY.** Subject to the requirements of the applicable federal bankruptcy law, in the event Tenant files bankruptcy, then Lease, at the option of Landlord, shall terminate upon one month's written notice.
- 31. CONDEMNATION.** In the event that Premises is taken in whole or in part by governmental condemnation, this 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 Premises, and shall not be entitled to receive any part of any award that Landlord may receive.
- 32. 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 foregoing, 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.** Authorized occupants, or guests or invitees, are not allowed to occupy the dwelling unit after the death of the sole remaining tenant and shall vacate the dwelling unit prior to the end of the 30-day period.
- D.** Death of Landlord (whether one or more): Lease may be terminated by the remaining Landlord or Estate of 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.
- 33. FIRE OR CASUALTY DAMAGE.** In the event Premises are damaged by fire or casualty Tenant must promptly Notify Landlord. If Landlord determines that the damage does not render Premises substantially impaired or in need of repairs requiring Tenant to vacate 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 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: (i) Rent through Lease Term; (ii) any damages to persons, property or Premises; (iii) attorney's fees and costs of any court action; and (iv) such other and further remedies as are available to Landlord and Managing Agent under Virginia law.
- 34. SALE TO TENANT.** Parties are notified that there may be a commission due under a separate brokerage agreement if Tenant should purchase Premises. This paragraph does not give Tenant an option or right to purchase Premises.

- 35. MOVE-OUT INSPECTION.** Tenant has the right to be present at the inspection. Landlord, within five (5) days of receipt of Notice of the Tenant's intent to vacate Premises, shall make a reasonable effort to advise Tenant in writing of the right to be present at Landlord's move-out inspection of 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(s) cleaned by a professional company acceptable to Landlord and provide copies of all paid receipts.
 - B. Have Premises professionally treated for fleas and ticks if animals have been present and provide a paid receipt.
 - C. Eliminate all household pests and vermin from the interior of 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, if present.
 - E. Ensure that 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, carbon monoxide alarm(s) and smoke alarm(s) in working order.
 - G. Return all keys, garage door openers, passes, and documents provided.
- 36. SUBORDINATION.** Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting Premises or the building in which 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 five (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.
- 37. 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 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.
- 38. 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 may be harmful to young children and pregnant women. Premises were not **OR** were built before 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.
- 39. STATEMENT OF TENANT RIGHTS AND RESPONSIBILITIES.** Pursuant to Section 55.1-1204 of the VRLTA, Tenant hereby acknowledges receipt of "**Virginia Statement of Tenant's Rights and Responsibilities**" which is attached.
- 40. 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.

41. 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.

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

- Assistance Animal Addendum
- Lead-Based Paint Disclosure.
- Pet Addendum
- Other: _____
- EPA booklet "Protect Your Family from Lead in Your Home"
- "Virginia Statement of Tenant Rights and Responsibilities"

43. NOTICE REGARDING DIPLOMATS. 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, Tenant may be entitled 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. If Tenant is entitled to diplomatic immunity, this Lease may be unenforceable. Tenant represents to Landlord that he/she is **OR** is not such a person entitled to diplomatic immunity.

44. WAIVER OF RIGHT TO TRIAL BY JURY. 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.

45. DISCRIMINATION. Landlord and Managing Agent shall not discriminate against Tenant in the provision of services or in any other manner on the basis of any classification protected by the laws of the United States, Commonwealth of Virginia, and applicable local jurisdiction. Landlord and Managing Agent shall abide by all applicable Fair Housing Laws and ADA Regulations.

46. 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/>.

47. REAL ESTATE LICENSED PARTIES The parties acknowledge that _____ is an active **OR** inactive licensed real estate agent in Virginia and/or Other _____ and is either the Tenant **OR** Landlord **OR** is related to one of the parties in this transaction.

48. 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

For information purposes only:

Listing Brokerage's Name and Address:

Brokerage Phone #: _____

Bright MLS Broker Code: _____

VA Firm License #: _____

Agent Name: _____

Agent Email: _____

Agent Phone #: _____

MLS Agent ID #: _____

VA Agent License #: _____

Team Name: _____

Team Business Entity License #: _____

Cooperating Brokerage's Name and Address:

Brokerage Phone #: _____

Bright MLS Broker Code: _____

VA Firm License #: _____

Agent Name: _____

Agent Email: _____

Agent Phone #: _____

MLS Agent ID #: _____

VA Agent License #: _____

Team Name: _____

Team Business Entity License #: _____

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