

RESIDENTIAL LEASE

This is a legally binding contract: if not understood, seek competent advice before signing.

THIS LEASE made as of _____, among _____ herein called ("LESSOR"), and _____ (herein called "LESSEE(S), and HasBrouck Real Estate Corporation (herein called "MANAGER"), provides that Lessor does hereby let and demise to Lessee the following described property located in the County or City of _____ (herein called "the property): _____ to be used as a _____ and for no other purpose for the term beginning at 2:00 p.m. on _____, 20____ and ending on _____, 20____ at 12:00 noon. Lessee agrees and covenants to pay as rent during the Lease Term the amount of \$_____, payable in equal installments of \$_____ payable on the 1st of the month at the office of the Manager listed above in advance, in checks or money orders made payable to _____. Payment may also be made by all major credit or debit cards. There will be a \$7.00 processing fee and a 2% handling charge for all credit or debit card transactions. If rent is not received by the close of business on the 5th, payment must include a late fee of 10% of total monthly or \$50.00, whichever is greater. Late charges will be deducted first from subsequent rent payments thus causing additional late charges to be incurred automatically if they are not paid promptly. A service charge of \$40.00 will be incurred by LESSEE for each check returned by the bank. If Lessor receives two returned checks for insufficient funds, Lessee will have to pay by money order only thereafter.

Prorated Rent Due: _____
Lessor is responsible for the following utilities: _____
Lessee is responsible for the following utilities: _____
Appliances included with rent: _____

1. LESSEE shall deposit upon the execution of this lease by a single check or money order \$_____ with MANAGER as security for the full and faithful performance by LESSEE of every provision, covenant, and condition of this lease. Deposit will be held in an interest bearing account. LESSEE will be entitled to earn interest on their deposit if LESSEE occupies this residence for over thirteen (13) months. If LESSEE does not occupy this residence for over thirteen (13) months, any interest earned will go into the MANAGER'S account.

If MANAGER retains possession of such security with the consent of LESSOR, MANAGER shall deposit such security in an insured depository in an account separate from the operating account. In the event that LESSEE defaults with respect to any of such provisions, covenants, or conditions, including but not limited to, payment of rent, late fees, and additional rent, LESSOR, or MANAGER on behalf of LESSOR, may use, apply, or retain all or any part of such security deposited, plus any accrued interest required by law, for the payment of any rent, late fees and additional rent in default, or for any other sum which LESSOR may expend or be required to expend by reason of any default whether such damages or deficiency accrue before or after reentry by LESSOR. In the event that LESSEE shall fully and faithfully comply with every provision, covenant, and condition of this lease, including surrendering said property thoroughly clean and in good and substantial repair and condition (normal wear and tear excepted), such security deposited, plus any accrued interest required by law or any balance of them, shall be returned to LESSEE within **thirty (30) days** after expiration of the term of this lease. If the property is sold by LESSOR during the term of this lease or any extension of such term, LESSEE consents to the transfer of such security deposited by LESSEE, plus any accrued interest required by law, to the purchaser of the property. If LESSOR consents in writing to an assignment or sublease of the term, LESSEE consents to the transfer of such security deposited by LESSEE, or SUB-LESSEE, such security to be held by LESSOR or MANAGER until the termination or the expiration of this lease. Security Deposit will be returned to remitter only.

2. In the event of any assignment or sublease of the property by LESSEE, a fee of one month's rent shall be paid by LESSEE to MANAGER. There is two hundred dollar fee for tenant additions and deletions to lease. Lessee understands

that Lessee remains responsible in co-junction with sub lessee(s) under the terms of this lease. Any violations of this lease will be deemed upon as joint responsibility of the Lessee and subletter. Lessee is responsible for all cost associated with sublease including but not limited to advertisement cost, painting, cleaning, carpet cleaning and damage repairs. Lessee will be responsible for the full lease until a new sublease agreement has been fully executed.

3. LESSEE hereby agrees to pay all costs, expenses, fees and charges incurred by LESSOR in enforcing by legal action or otherwise, any of the provisions, covenants, and conditions of this lease, including collection of rent, as well as such attorney's fees as may be recoverable by law.

4. Quiet Enjoyment - The LESSOR covenants that the LESSEE, on the paying of the rent and the performing of covenants and conditions contained in this lease, shall and may peaceably and quietly have, hold, and enjoy the leased premises. The LESSEE covenants that no use shall be made or permitted to be made of the leased premises, or any part thereof, and no acts done therein that may unreasonably disturb the quiet enjoyment of any other tenant in the building or buildings of which the leased premises are a part. In the event that the LESSEE'S conduct or that of his family, invitees or guests is unreasonable, injurious or damaging to the LESSOR and/or the rights, privileges or welfare of the other tenants of the leased premises or surrounding neighborhood, the LESSOR may serve a written notice on the LESSEE specifying the acts or omissions constituting the breach herein and stating that the rental agreement will terminate upon a date not less than thirty (30) days after the receipt of the notice if the breach is not remedied in twenty-one (21) days, and the rental agreement shall thereafter terminate as provided in said notice. Nothing contained herein shall be construed to give LESSEE any right of action for damages against LESSOR for the noise or conduct of other tenants renting from LESSOR unless said noise or conduct of said other tenants is actually authorized by the LESSOR. In addition to the other remedies provided herein, in the event that LESSEE'S conduct, whether or not authorized by LESSOR, so unreasonably disturbs other tenants of LESSOR that said tenants or tenant may lawfully terminate their lease agreements with LESSOR and/or sue LESSOR for damages incurred thereby, LESSEE agrees to indemnify and hold harmless landlord for all such damages incurred therewith and agrees to pay and reimburse LESSOR for all rent lost from the other tenants or tenant as a result of the conduct of LESSEE, his family, invitees or guests. LESSOR also covenants for LESSOR'S compliance with the requirements of building and housing codes materially affecting health and safety and applicable to the property. **In all cases, premises must be quiet between 10:00PM and 9:00 AM.**

5. You have been issued a move in inspection list as part of this lease. Please return this to our office within five (5) days of your lease start date. Otherwise, we assume your unit is in perfect condition.

6. LESSEE covenants (a) to pay the rent when due, (b) not to assign or sublet without the written consent of LESSOR, and (c) not to use the property for any purpose other than the use or uses specified in this lease. After occupation of the property in a fit and habitable condition by LESSEE (with the exception of any itemized damages, to which reference is made in paragraph 5 of this lease), LESSEE covenants (d) to replace or repair all broken or damaged glass, screens, locks, plaster, flooring, and wood at the expense of LESSEE and to the satisfaction of LESSOR or MANAGER, (e) to use in a reasonable fashion and to keep in clean condition any furnace (if located on property), radiators, ranges, stoves, water and gas pipes, and all other water, gas, plumbing, and electrical appliances and fixtures, reasonable wear and tear excepted, (f) to keep any grass and shrubbery on the property trimmed, and otherwise maintain the grounds in good order, (g) to keep any gutters and down spouts cleaned and clear of leaves, needles, and other debris, (h) to keep clear all waste pipes, (i) to use water closets and other plumbing fixtures only for the purpose for which they were installed, and not to place sweepings, rubbish, rags, or other articles in such fixtures, (j) not to install on the property any heating or air conditioning unit, washing machine, or antenna of any kind without the written consent of LESSOR (k) to keep all doors and windows closed during rain or snow, (l) not to keep on the property any explosives or any inflammable fluids or materials of any kind, (m) not to affix or suspend any signs, advertisements, or notices upon or from any part of the property without the written consent of LESSOR, (n) not to place an iron safe, water bed or other heavy articles on the property without the written consent of LESSOR and to be liable to LESSOR for all damages resulting from the placement or moving of any such articles, (o) to make no alterations, additions, or improvements to the property without the written consent of LESSOR, and that any such alterations, additions and improvements, whether made by LESSOR or LESSEE, shall become a part of the property and so remain upon the termination of this lease, (p) to pay promptly all bills for telephone and other utility services to the property which are billed separately to LESSEE, (q) not to use any harsh or abrasive cleaning compounds or solvents on any floors, and to use only waxes of a water emulsion type, and (r) not to keep any animals, wild or domestic, on the property without the written consent of LESSOR and payment of an additional deposit of \$ _____, (s) not to permit any person to occupy the property who is not a named LESSEE, and to limit the number of guests at any one time to three times the number of named Lessees, (t) to place city or county trash stickers on

all trash to be collected by public disposal service, (u) to be able to show proof that all carpets were professionally cleaned upon vacating, and (v) not to use or sell drugs, or to permit the use or sale of drugs on the premises.

7. In the event of damage to the property by fire or other casualty, LESSOR shall repair the same with reasonable dispatch after service upon LESSOR of written notice of such damage by LESSEE. If the property or any part of it is damaged by fire, or other casualty to such an extent that the enjoyment of the property is substantially impaired, LESSEE may immediately vacate the property and serve on LESSOR a written notice within fourteen (14) days after such vacating the intention of LESSEE to terminate this lease, in which case this lease terminates as the day of vacating; if, however, the damage to the property by fire or otherwise was caused by the deliberate or negligent act of LESSEE, or agents, servants, employees, visitors, or licensees of LESSEE, no option to terminate by LESSEE shall exist and LESSEE shall be liable for the rent during the unexpired term of the lease, without abatement, unless LESSOR elects to terminate this lease, a right which LESSOR hereby reserves in such contingency. LESSOR recommends that Lessee purchase a Renters Insurance Policy to cover the Lessees personal property.

8. Neither LESSOR nor MANAGER shall be liable for any injury or damage to persons or property either caused by resulting from falling down plaster, dampness, overflow or leakage upon or into the property of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause, unless any such injury or damage shall be the result of the deliberate or negligent act of LESSOR or MANAGER, and LESSEE shall give prompt notice to LESSOR or MANAGER of any of the foregoing occurrences, however caused.

9. Upon reasonable notice to LESSEE and at reasonable times, LESSOR, MANAGER, and their duly designated representatives may enter the property in order to (a) inspect the property, (b) make necessary or agreed repairs, decorations, alterations or improvements, (c) supply necessary or agreed services, (d) exhibit the property to prospective or actual purchasers, mortgages, lessees, workmen, or contractors, and (e) place "for sale" signs on the property and, after notice of termination of this lease by LESSOR or LESSEE, place "for rent" signs on the property. In case of an emergency or in case it is impractical for LESSOR or MANAGER to give reasonable notice to LESSEE of LESSOR'S or MANAGERS intent to enter the property, or in case the property has been abandoned or surrendered by LESSEE, the property may be entered by LESSOR, MANAGER, and their duly designated representatives without notice to LESSEE. LESSEE shall give LESSOR notice of any anticipated extended absence of LESSEE from the property in excess of seven (7) days. During such absence of LESSEE, LESSOR may enter the property at times reasonably necessary to protect the property. LESSOR may recover from LESSEE for any actual damages sustained, including damage due to freezing if heat is not maintained at a reasonable level.

10A. Any of the following may be deemed by LESSOR as a default by LESSEE and breach of this lease: (a) material noncompliance by LESSEE with this lease, (b) noncompliance by LESSEE with any obligations primarily imposed upon LESSEE by provisions of building and housing codes materially affecting health and safety and applicable to the property, (c) failure by LESSEE to remove from the property all garbage, rubbish, and other waste in a clean and safe manner, (d) use of the property by LESSEE or by others with the consent of the LESSEE for any illegal purpose, or in the conduct of any illegal activity; (e) failure by LESSEE, or failure by others on the property with the consent of LESSEE, to abide by all reasonable rules or regulations of LESSOR, now in effect or hereafter adopted, governing the use and occupancy of the property, as well as any failure to comply with Section 55-248.16 of the Code of Virginia, and (f) abandonment of the property by LESSEE. In the event of any such breach of this lease in addition to other remedies provided by law, LESSOR may serve a written notice to LESSEE that specifies the act or omission constituting the breach and that informs LESSEE that this lease will terminate thirty (30) days after receipt of such notice by LESSEE if the breach is not remedied within twenty-one (21) days after receipt of such notice. If the breach is remediable by LESSEE by repairs, by the payment of damages, or otherwise, and LESSEE adequately remedies the breach within such twenty-one (21) days, this lease shall not terminate. If the breach is remediable and LESSEE does not adequately remedy it within such twenty-one (21) days, or, if the breach is not remediable, this lease shall terminate thirty (30) days after receipt by LESSEE of written notice that specifies the act or omission constituting the breach and that informs LESSEE that this lease will terminate after such period. Upon such termination, LESSOR shall be entitled to possession of the property, to any unpaid rent and late fees, to damages and injunctive relief for breach of this lease, and to reasonable attorney's fees incurred in the enforcement and/or collection thereof. In addition, all rental payments for the balance of the lease term shall accelerate and immediately become due and payable.

10B. In the event of (a) noncompliance by LESSEE with this lease materially affecting health and safety, (b) noncompliance by LESSEE with any obligations primarily imposed upon LESSEE by provisions of building or housing codes materially affecting health and safety and applicable to the property, or (c) noncompliance by LESSEE with any reasonable rule or regulation of LESSOR, now in effect or hereafter adopted, concerning the use and occupancy of the property, and such noncompliance can be remedied by repair, replacement of a damaged item, or cleaning, and if LESSEE fails to comply, as promptly as conditions require in case of an emergency, or within fourteen (14) days after service on LESSEE of a written notice by LESSOR or MANAGER specifying any such noncompliance and requesting its remedy by LESSEE with such period of time, in addition to other remedies provided by law, LESSOR, MANAGER and their duly designated representatives may enter the property and cause the necessary work to be done in a workmanlike manner. Upon completion of such work, LESSOR or MANAGER may submit an itemized bill for the actual and reasonable cost or the fair and reasonable value of such necessary work to LESSEE, and the amount of such bill shall be paid by LESSEE immediately after submission of it.

10C. In the event that any LESSEE files bankruptcy or insolvency proceeding or has a Trustee or Receiver of his property appointed, or that LESSEE fails to pay when due any installment of rent, late fees, or additional rent and such rent, late fees, or additional rent, is not paid within five (5) days after written notice by LESSOR or MANAGER of nonpayment of and of intention to terminate this lease, in addition to other remedies provided by law, LESSOR may terminate this lease at which time all rental payments due under this lease shall accelerate and become due hereunder. Upon such termination LESSOR shall be entitled to possession of the property, to all unpaid rent, late fees, to any damages sustained, and to LESSORS reasonable attorney's fees and costs therein.

11. Acceptance by LESSOR of monthly installments of rent with knowledge of a default by LESSEE under this lease, or acceptance by LESSOR of performance by LESSEE that varies from the provisions of this lease or rules or regulations adopted by LESSOR, shall not constitute a waiver of the right of LESSOR to terminate this lease or seek damages, (a) for the continuation of the same breach or for another breach of this lease by LESSEE occurring after the month to which such monthly installment of rent was applicable, or (b) for the continuation of the same variance or for another variance of performance by LESSEE occurring after the month during which LESSOR accepted such variance. Acceptance by LESSOR of partial payment of past due rent shall not constitute any waiver or any right of LESSOR to terminate this lease for breach of its provisions by LESSEE, and acceptance of unpaid rent after expiration of a termination notice shall not constitute a waiver of the termination.

12. LESSOR or MANAGER may serve notice under this lease on LESSEE (a) by delivering such notice in writing to LESSEE in hand or (b) by mailing such notice to LESSEE at the address of the leased property or to the last known place of residence of LESSEE by registered or certified mail. LESSEE may serve notice under this lease on LESSOR or MANAGER (a) by delivering such notice in writing to LESSOR or MANAGER in hand or (b) by mailing such notice to LESSOR or MANAGER at the address of MANAGER disclosed at the beginning of this lease. This paragraph 13 shall not be applicable to notices to pay or quit, to civil warrants, or similar documents required by law to be served by judicial or similar officers.

13. LESSEE agrees that, though there is no obligation to do so, if a manager agrees to deliver a key to LESSEE in the event of a lockout, a charge of \$40 will be paid to the manager. A \$5.00 fee is due for each extra copy of a lease. If the Lessor determines that the premises is unsightly due to trash or overgrown yard, Lessor with no notice to Lessee, will clean up at \$40.00/hour and charge to Lessee.

14. If the property described in this lease consists of an apartment or apartments, LESSEE agrees that the following rules and regulations, and any additional reasonable rules or regulations subsequently adopted by LESSOR and of which LESSEE receives reasonable notice, shall be a part of this lease. LESSEE further agrees that any failure by LESSEE, or failure by others on the property with the consent of LESSEE, to fully abide by such rules and regulations may be deemed by LESSOR as a default by LESSEE and breach of this lease. LESSOR agrees, if the property consists of an apartment or apartments, that LESSEE shall not be required (a) to maintain or to repair any furnace or water and gas pipes located within such apartment or apartments, (b) to trim any grass or shrubbery, or (c) to keep any gutters or down spouts cleaned.

15. RULES AND REGULATIONS

A. The sidewalks, entries, hallways, passages, and stairways shall not be obstructed nor used for any purpose other than ingress and egress to apartments.

B. The doors, floors, skylights, and windows that reflect or admit light into passageways or into other common areas in the building shall not be covered or obstructed by LESSEE.

C. Nothing shall be thrown out of skylights, windows, or doors or into passageways.

D. No curtains, window shades, or awnings shall be installed by LESSEE without the approval of LESSOR or MANAGER of their style, material, and quality, and any such curtains, shades, or awnings shall be at the expense of LESSEE, but they may be removed by LESSEE upon termination of this lease.

E. Use and occupancy of the property by LESSEE shall be consistent with the rights, privileges, and welfare of all other LESSEES, and any unreasonably noisy, offensive, or dangerous conduct by LESSEE or failure of LESSEE to observe the rights, privileges, and welfare of all other LESSEES shall, at the option of LESSOR be deemed a default by LESSEE and a breach of this lease for which LESSOR shall have all of the rights described in subparagraphs (a) and (b) of paragraph 11 of this lease.

F. Tenant(s) agree to inform manager immediately if smoke detector malfunctions.

16. MILITARY CLAUSE.

A. Any Tenant(s) who are members of the armed forces of the United States or a member of the Virginia National Guard serving on full-time duty or a Civil Service technician with a National Guard until may, through the procedure detailed in subsection B and C of this paragraph, terminate this Lease Agreement if the member (i) has received permanent change of station orders to depart thirty-five miles or more (radius) from the location of the dwelling unit; (ii) has received temporary duty orders in excess of three months' duration to depart thirty-five miles (radius) from the location of the dwelling; (iii) is discharged or released from active duty with the armed forces of the United States or from full-time duty or technician status with the Virginia National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.

B. Tenants who qualify to terminate a Lease Agreement pursuant to subsection A shall do so by serving on Landlord a written notice of termination to be effective on a date stated herein, said date to be not less than thirty days after receipt of the notice. The termination date shall be no more than sixty days prior to the date of departure necessary to comply with the official orders of any supplemental instructions for interim training or duty prior to transfer. Prior to the termination date, Tenant(s) shall furnish Landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from Tenant(s)' commanding officer. The final rent shall be prorated to the date of termination and shall be payable at such time as would have otherwise been required by the terms of the Lease Agreement.

17. Lessee should exercise whatever due diligence you deem necessary with respect to information on any sexual offenders registered under Chapter 23 (19.2-387 et seq.) of Title 19.2; whether the owner proceeds under subdivision 1 or 2 of subsection A of 55-519. Such information may be obtained by contacting your local police department or the Department of State Police, **CENTRAL CRIMINAL RECORDS EXCHANGE AT (804) 674-2000.**

18. Move-Out. **Lessee must keep all utilities turned on and in their name during the term of the Lease and 5 days after termination of lease.** If utilities are disconnected Lessee will be charged re-connect and usage of said utility. The Resident(s) shall perform the following services immediately prior to vacating the premises so as to return the premises to the condition in which they were received. You will receive a letter giving you more detail before your move-out:

1. Lessee must use a professional cleaning company to clean premises and carpets upon move-out. Listed below are cleaning companies we recommend for your convenience; however you may choose to use any professional service company. Carpets must be shampooed/steam cleaned professionally upon move-out. You must give us a receipt showing these things have been done:

- Atlantic Coast Company 434-293-7977
- Sav-On (for Carpets Only) 434-295-0424
- Service Master (434) 293-3366

- Maintenance Plus (434) 979-9024
- Hurricane Sammies Cleaning Service (434) 245-9945

2. Clean all appliances (i.e. range, refrigerator, microwave), and fixtures (i.e. sinks, cabinets, countertops and floors).
Vacuum and damp mop all hardwood, vinyl and tile floor. **DO NOT WAX HARDWOOD FLOORS.**
3. Clean all bathroom fixtures, including tubs, sinks, toilets, cabinets, and floors. Do not use abrasive cleaners (i.e. Ajax, comet, etc.)
4. Clean the hallways and stairways located in your apartment.
5. Clean the fireplace(s) of ash and debris, if applicable.
6. Empty closets of hangers, boxes and trash.
7. Clean mirrors and inside of windows.
8. Return all door and mailbox keys on or before the lease expiration date.

19. Cleaning & Repairs. If prior to moving out, you do clean the items listed above and leave them in unsatisfactory working order, the charges will be deducted from your Security Deposit. You will be charged the appropriate amount for each instance in which a listed item must be cleaned or repaired.

At the termination of the lease, following the receipt of our bills for cleaning and repairs, the bills will be totaled including a 20% service charge, with that total being deducted from the security deposit with the balance returned to the designated Lessee.

20. To simplify communication between the Landlord and the Resident(s) when an apartment is occupied by more than one individual, a Contact Person will be designated. All written communication with the Resident(s), including all notices and the return of the security deposit at the end of this lease, will be directed to the Contact Person. The Contact Person will bear the responsibility of communicating with the group as a whole. Any written communication, which is required or permitted to be given in accordance with this lease, may be mailed to the following address respectively:

Property Manager: _____
 P. Manager Direct # _____
 HasBrouck Real Estate Corporation
 One Morton Drive
 Charlottesville, VA 22901

Resident: _____
 Designated Contact Person
 Contact # _____
 E-mail address _____

21. This lease constitutes the entire agreement among the parties and it may not be modified or changed except by written instrument executed by LESSOR, LESSEE and MANAGER. This lease shall be construed, interpreted and applied according to the law of Virginia, and it shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, assignees and sublessees of the parties.

22. Lessor is not responsible for maintaining or installing telephone lines, jacks, computer/internet lines or television cables.

23. At the termination of the lease, following the receipt of our bills for cleaning and repairs, the bills will be totaled including a 20% service charge, with that total being deducted from the security deposit with the balance returned to the designated Lessee.

24. The parties confirm that in connection with this transaction HasBrouck Real Estate Corp. and its agents have acted on behalf of the LESSOR.

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25. If leased property receives a citation from the city, county or other building official in regard to zoning or building code violations caused by the Lessee, the Lessor may act immediately to correct any and all violations. The Lessor will notify the Lessee of such violations and the Lessee will have 24 hours to correct the problems. If all violations are not corrected, the Lessor may correct the violations at the Lessee's expense. All charges associated with this violation will be billed directly to the Lessee for immediate payment.

IN WITNESS WHEREOF, the individual parties have signed and sealed this lease, and any corporate party or parties have caused it to be signed and their corporate seals to be affixed and attested by their respective duly authorized officers.

LESSOR (or duly authorized agent of LESSOR): _____

LESSEE: _____

LESSEE: _____

LESSEE: _____

8/5/09 Revised