

Neighborhood Properties, Inc

810 Catalpa Court • Charlottesville, VA 22903
(434) 971-8000

1. Brandon Ladd Apartments Lease Agreement

1.1 RESIDENTIAL LEASE

THIS IS A LEGALLY BINDING CONTRACT.

IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE BEFORE SIGNING.

This property will be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status, handicap or elderliness in compliance with all applicable federal and state and local fair housing laws and regulations.

This LEASE AGREEMENT is made on <<Lease Creation Date>> between **Neighborhood Investments -- BL, LLC** (Landlord) and <<Tenants (Financially Responsible)>> (Tenants) through **Neighborhood Properties, Inc.** (Listing and Leasing Broker). Listing and Leasing Broker are sometimes hereinafter referred to as "Agent".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Landlord and Tenant(s) agree as follows:

1.2 SUMMARY OF LEASE AGREEMENT TERMS

A. ADDRESS OF LEASED PREMISES : <<Unit Address>> B. LENGTH OF TERM IS: <<Lease Term>>

C. LEASE BEGIN DATE: <<Lease Start Date>> at 4:00 pm

D. LEASE END DATE: <<Lease End Date>> at 12:00 noon

E. TOTAL RENT DUE FOR THE FULL TERM: <<Total Rent for Lease Term>>.

F. PAYMENT OF RENT: Total rent shall be paid in monthly installments of <<Monthly Rent>> in advance of or on the first day of the month, without deduction or demand at 1750 Rosser Avenue Waynesboro, VA 22903 or at such other place as landlord may designate in writing. Landlord may require that all rental payments be made by certified check or money order. Checks or money orders should be made payable to Brandon Ladd Apartments.

G. AUTHORIZED OCCUPANTS: List below any persons under the legal age of majority who will inhabit the premises <<Other Occupant(s)>>

H. LATE CHARGES: It is understood and agreed that Tenant will pay **\$75.00** per month or 10% of the balance unpaid, whichever is less, if the total monthly rent is not received by Agent **on or before the 5th day** of each month during the term of this Lease Agreement.

I. UTILITIES: In addition to the rent, a monthly Utility Fee is due in the amount of: \$Utility Fee to cover the following utilities <<Utilities Included>>. Total Utility Fee Due for Full Lease Term: \$Total Utility Fee.

J. RETURNED CHECKS: It is understood and agreed that Tenant will pay a \$35.00 additional charge, other than the late charge specified herein, for each check returned for insufficient funds or otherwise.

K. MONIES TO BE RECEIVED FROM TENANT(S) AS ONE TIME PAYMENTS ARE AS FOLLOWS:

1. Security Deposit (Deposited with Landlord): <<Security Deposit Charges>>
2. Pet Fee (Non-refundable; not to be applied to damages): \$Pet Fee - One Time

L. MONIES TO BE RECEIVED FROM TENANT(S) AS MONTHLY PAYMENTS DUE ON THE 1ST OF EACH MONTH ARE AS FOLLOWS:

1. <<Monthly Charges>>
2. First Month's Charges <<Prorated Charges>>

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1.3 APPLICABLE VIRGINIA LAW

APPLICABLE VIRGINIA LAW: This Landlord tenant relationship is within the purview of Chapter 13.2 of Title 55 of the Code of Virginia (1950), as amended, generally known as the Virginia Residential Landlord and Tenant Act.

1.4 BROKER DESIGNATED LANDLORD'S AGENT

Landlord hereby appoints Broker, as its authorized agent, with full and complete authority to engage in all aspects of the business of the management of the Premises, and to act for the Landlord in all respects which relate to this Lease Agreement.

1.5 SECURITY DEPOSIT

Tenant has deposited the sum specified herein as a security deposit, to secure a complete and faithful performance by Tenant of all terms and conditions of this Lease Agreement, and of the obligations imposed on Tenant by applicable Virginia Law.

A. Under the applicable Virginia law, if Tenant defaults on any provision of the Lease Agreement, Landlord may terminate the Lease Agreement, and may apply all or part of the security deposit to the payment of accrued rent and the amount of any damages which have been suffered, above reasonable wear and tear, which includes, but is not limited to, physical damages, appropriate charges to Tenant not previously reimbursed to Landlord, actual damages for breach of the Lease Agreement, attorney's fees and costs. It is the policy of Landlord to apply security deposits to non-rent items first, and then to any unpaid rent, within forty-five (45) days after termination of the tenancy and return of possession of the Premises to Landlord by Tenant. Any interest earned of the security deposit in excess of that amount which Landlord is required by law to pay to Tenant will be retained by Agent to cover administrative costs.

B. Forwarding address. Prior to vacating the Premises, Tenant must provide Landlord with written notice of the Tenant's forwarding address, so that Landlord can forward to Tenant a statement explaining the disposition of the security deposit prior to the end of the forty-five (45) day period provided herein. If Tenant fails to give written notice of a forwarding address, Landlord will send the security deposit statement to the last known address of Tenant, address correction requested, but will retain the security deposit refund, if any, until Tenant notifies Landlord of the appropriate address.

C. Multiple Tenants. Where more than one Tenant signs this Lease Agreement, a deduction to be made from the security deposit will be joint and several, and Landlord is not liable for any understanding which may exist between two or more Tenant(s) as to the portion of the security deposit that one Tenant may be entitled to, as opposed to another Tenant. Landlord will draw one check, payable to all Tenant(s) jointly, and forward it to the forwarding address provided to Landlord by written notice as required herein.

D. Check-out Inspection. Under applicable Virginia law, Landlord will make a reasonable effort to provide Tenant(s) with notice of a right to be present at the time of the check-out inspection. Landlord will include in the vacating notice sufficient language to inform Tenant(s) of this right to be present. Tenant(s) must make a written request to Landlord to be present at such inspection at least two (2) weeks in advance of the termination of tenancy, and Landlord will notify Tenant(s) of the inspection times, which will occur within 72 hours of the termination of the tenancy. If Tenant(s) fails to make such a request, or fails to schedule such an inspection, Landlord will proceed to do the check-out inspection without Tenant(s) being present. The dwelling unit must be empty of contents at the time of the move out inspection.

E. Set-off Prohibited. Tenant has no right to deduct the security deposit from the rental payment for the last month or any month of any term of this Lease Agreement.

F. Landlord's Successor Obligated for Security Deposit. If Landlord in any way transfers its interests in the Premises, or if Agent transfers the management of the Premises to a third party, Agent or Landlord, as the case may be, Landlord or Agent may transfer the security deposit to the transferee and both Landlord or Agent are thereafter released from all liability for the return of the security deposit to Tenant(s). If such a transfer occurs, Tenant(s) agrees to look to the transferee solely for the return of the security deposit and to release Landlord and/or Agent, as the case may be, from all obligations and liability relating thereto.

G. Damages. Landlord reserves the right to assess against Tenant(s) the actual costs of any damages to the Premises or property grounds, less reasonable wear and tear. Any damages assessed that require restoration, such as carpet replacement or patching, painting, or other material and physical restoration, will incur a 25% administrative fee. All residents are required to have the carpets professionally steam cleaned upon move-out; cleaning performed by Brandon Ladd can be arranged. A non-exclusive cost schedule for cleaning is made available in the "Tenant Handbook" (SECTION 25) and is subject to change.

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1.6 RENT

A. Rent Payments. The total rent for the initial Term of this Lease Agreement is as set out in Paragraph 1(e) and (f) of this Lease Agreement. The monthly rental payments are payable in advance, without demand, and in full without pro-ratio or setoff, on the first (1st) day of each calendar month to Agent, or at such other places as Landlord may designate by advance written notice to Tenant(s). The first month's rent is to be paid prior to occupancy. **Move-in must occur during office hours and only if signatures are complete and all monies paid.** The Tenant(s) agrees and understands that by using the facilities of the U.S. Postal Service for mailing of items to Landlord, Tenant is appointing the Postal Service as his sole agent and the Landlord will not consider postmarks or other evidence of payment of postage or of deposit in the U.S Mail in determining the time of receipt of any items. The term "Tenant" shall include only those who have signed this Lease Agreement. The Landlord reserves the unrestricted right, in his/her sole discretion, after written notice to the Tenant(s), to require that payments thereafter due Landlord be made by money order or certified funds. The Tenant agrees and understands that acceptance of partial rental payment does not constitute payment in full, nor does it constitute a waiver of any notice issued.

B. Late Payment. If the rental payment is not received by 5:00 p.m. on the fifth (5th) day of any calendar month, a late penalty of **\$75.00 or 10% of the balance due, whichever is less**, will be assessed against Tenant. Any rental payment received after legal action has been initiated by Landlord will be accepted with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted by Landlord against Tenant to recover delinquent rent and possession of the Premises.

C. Returned Checks. A service charge of \$35.00 will be assessed to Tenant for returns of private party checks in addition to a late payment fee as outlined above. In the event of a returned check, Tenant shall tender payment in full due Landlord by money order, cashiers or certified funds.

D. Additional Rent. All late charges, returned check charges and/or other charges due and payable to the Landlord under this Lease Agreement, other than security deposit, shall be deemed additional rent. Tenant agrees and acknowledges that his/her failure to pay said additional rent when due shall constitute a material non-compliance for failure to pay rent and shall entitle the Landlord to terminate this agreement, seek judgment for the unpaid amount and possession of the leased premises, and/or all other remedies made available under this agreement and applicable state and federal laws.

E. Application of Payments. Money paid by Tenant to Landlord shall be applied to Tenant's account in the following order: To the oldest charge first. Should Tenant be late three (3) times within the term of this lease or submit two (2) checks that are returned by a bank for insufficient funds, that shall be grounds for termination of this lease at the option of the Landlord.

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1.7 INSPECTION AND CONDITION OF LEASED PREMISES

The Landlord shall, within five (5) days after occupancy of a dwelling unit, submit a written report to the Tenant, for his safekeeping, itemizing damages to the dwelling unit existing at the time of occupancy, which record shall be deemed correct unless the Tenant objects thereto in writing within five (5) days after receipt thereof. If the Tenant prepares the written report of the check-in inspection, the Tenant shall submit a copy to the Landlord, which record shall be deemed correct unless the Landlord objects thereto in writing within five (5) days after receipt thereof. If the Landlord and Tenant prepare the written report of the check-in inspection jointly, both the Landlord and the Tenant shall sign the said written report and receive a copy thereof, at which time the said record shall be deemed correct.

1.8 USE, OCCUPANCY, AND MAINTENANCE

A. Tenant covenants the Premises will be used as a dwelling unit and in a manner which will not disturb neighboring Tenants and which will not damage the Premises. Tenant will not permit any guests on or about the Premises to either disturb neighboring Tenants or damage such Premises. No persons, other than those named as Tenant herein or as Authorized Occupants in paragraph 1 (h) of this Lease Agreement, may occupy the Premises on a regular basis. For the purpose of this Lease Agreement, occupancy by an unauthorized person for more than seven (7) calendar days consecutively, or fourteen (14) days in any calendar year, without prior written consent from Landlord, will constitute a violation of this paragraph.

B. No assignments will be permitted under any circumstances. No subleases will be permitted without prior written consent of Landlord in advance. Tenant hereby agrees to comply with the Landlord's written statement concerning this policy and procedure.

C. Tenant shall discharge all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the Premises, including plumbing and other fixtures, appliances, and facilities, as clean and safe as their condition permits. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities on the Premises. Tenant shall be responsible for any damages caused by Tenant's failure to comply with this requirement. Tenant shall not install or use any other major appliances or equipment on the Premises without written permission of the Landlord.

D. Tenant shall be responsible for reasonable care of the smoke detector in accordance with Section 55-248.16 Code of Virginia, and for the interim testing and providing written notice to the Landlord for the repair of any malfunctioning smoke detector. In accordance with Section

55-248.13, Code of Virginia, the Landlord shall be obligated to provide and pay for service, repair or replacement of the smoke detector, which must occur within five (5) days of receipt of written notice from Tenant that a smoke detector is in need of repair.

E. No alterations of Landlord's property or fixtures may be made by Tenant (including installation of locks or chain latches), nor may appliances or fixtures other than those supplied by Landlord be used by Tenant without prior written permission of Landlord. Tenant shall not drive nails in wall or otherwise attach to the building (including ceilings, doors and balconies) any decorations or devices in the apartment except with written permission of Landlord.

F. Tenant shall comply with any and all obligations imposed upon Tenant by applicable Virginia law.

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1.9 UTILITIES

Tenant shall pay any and all deposits required by utility companies for those utilities not provided by Landlord. Paragraph 1 (j) of this Lease Agreement lists the utilities provided by Landlord, which Tenant agrees to use in a reasonable manner so as not to commit waste. Landlord is not liable for failure to provide the named utilities or for interruption of the same if such failure or interruption is due to any cause beyond the control of Landlord. Tenant agree to maintain electric service/or heat in the Premises, as the case may be, throughout tenancy to prevent any damages from occurring to the Premises. Tenant agrees to use the utilities provided to the unit. **Tenant is responsible for contacting the local power company to initiate service and must maintain electrical service during the tenure of the Lease.**

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1.10 PERSONAL PROPERTY OF TENANT

A. Renter's Insurance. Tenants are required to hold a Renters Insurance policy with a minimum of \$100,000 in liability coverage. Tenant is required to provide the office with the policy information (including account number, policy dates and company) within 3 days of moving in.

B. Abandoned Personal Property. Any items of personal property which are left in or about the Premises, after Tenant vacates the Premises, will be considered abandoned property and will be disposed of by Landlord if not claimed by Tenant within one (1) month following the termination of tenancy and delivery of possession, provided that Landlord gives Tenant a ten (10) day notice to the last known address of the Tenant, address correction requested.

1.11 ACCESS TO THE PREMISES BY LANDLORD OR BROKER AND THEIR DULY DESIGNATED REPRESENTATIVE(S):

ACCESS TO THE PREMISES BY AGENT/LANDLORD AND THEIR DULY ASSIGNED REPRESENTATIVE(S):

Agent/Landlord and their duly assigned representative(s), may enter the Premises in order to do any one of those activities listed in section A:

A. Upon reasonable notice to Tenant and at reasonable times:

I. Inspect the Premises;

II. Make necessary or agreed repairs, decorations, alterations or improvements;

III. Supply necessary or agreed services;

IV. Exhibit the Premises to prospective or actual tenants, workmen, contractors, appraisers, and/or representatives of any Owner's Association.

B. Except in the case of emergency, a Tenant's requested work order, condition report, newsletter notification of filter changes and pest control applications, or if it is impractical to do so, the Landlord shall give the Tenant reasonable notice of his intent to enter the Premises. The Landlord has the right to enter the apartments ten (10) days prior to the expiration of the lease, in order to inspect the property and begin work on and repair any damages incurred by the Tenant.

C. If Tenant refuses to allow or prevents access to the Landlord as provided herein, Landlord may obtain injunctive relief to compel access

or may terminate this Lease Agreement. In either case, Landlord may recover actual damages sustained and reasonable attorney's fees.

D. Tenant shall give Landlord notice of any anticipated extended absence of Tenant from the Premises in excess of seven (7) days. During such absence of Tenant, Landlord may enter the Premises at reasonable times necessary to protect the Premises. In the event the Tenant fails to give such notice, Landlord may recover from Tenant any actual damages sustained.

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1.12 LANDLORD OR BROKER'S INABILITY TO DELIVER POSSESSION TO TENANT

If Landlord is unable to deliver possession of the Premises to Tenant on the beginning date of the Lease Agreement, through no fault of Landlord, Landlord is not liable to Tenant for any damages other than to rebate any rent paid by Tenant in advance and to return any security deposit, which has been paid by Tenant. If Landlord cannot deliver possession of the Premises or provide Tenant with a similar residential unit acceptable to Tenant within fifteen (15) days of the beginning date of this Lease Agreement, this Agreement may be terminated by either Landlord or Tenant by giving notice as provided herein.

1.13 CASUALTY DAMAGE

In the event of damage to the Premises by fire or other casualty, Landlord shall repair the same within a reasonable period of time after service upon Landlord of written notice of such damage by Tenant. If the Premises or any part thereof is damaged by fire or other casualty to such an extent that the enjoyment of the Premises is substantially impaired, Tenant may immediately vacate the Premises and serve on Landlord a written notice within fourteen (14) days thereafter of the intention of Tenant to terminate this Lease Agreement, in which case this Lease Agreement terminates as of the day of vacating. In the event that Landlord and Tenant cannot agree as to the question of habitability, the decision of the building inspector for the locality where Premises are located will control this regard.

1.14 CONDEMNATION

If all, or any substantial part, of the Premises shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this Lease Agreement and all rights of Tenant under it shall immediately terminate. The rent shall be adjusted as of the time of such acquisition, but Tenant shall have no claim against Landlord for any value of the unexpired term, nor shall Tenant be entitled to any part of the condemnation award or purchase price lieu of such award.

1.15 LIABILITY OF LANDLORD OR BROKER

Neither Landlord nor Agent shall be liable for any injury or damage to persons or property either caused by or resulting from falling plaster, dampness, overflow or leakage upon or into the Premises of water, rain, snow, ice, sewage, steam, or electricity, or by any breakage in or malfunction of pipes, plumbing fixtures air conditioners, or appliances, or leakage, breakage or obstruction of sewer pipes, nor for any injury or damage from any other cause, unless such injury or damage shall be the direct and proximate result of the deliberate or negligent act of Landlord or Agent, and Tenant shall give prompt notice to Landlord or Agent of any of the foregoing occurrences, however caused. Landlord shall not be liable to Tenant, his/her family, employees or guests for any damage to person or property caused by the acts or omissions of the Tenant, other residents or any other persons, whether such persons be off the property of the Landlord or on the property, with or without permission of Landlord, nor shall Landlord be liable for losses or damages resulting from failure, interruption, or malfunction in the utilities being used by the Tenant.

1.16 PETS

Pets are not allowed without express written consent of Landlord, which must be obtained and Pet Agreement signed before the pet is brought onto the Premises. Should this consent be granted, Tenant(s) acknowledge that such consent may be revoked if there are any complaints. Tenant(s) further agree to assume all liability and responsibility for any and all damage caused by staid pet(s) including, but not limited to, cost of having all carpeting cleaned and/or replaced, to pay the cost of having the Premises de-flead and de-ticked by a professional exterminator.

Tenant(s) agree not to fence pet in patio or balcony areas in order to contain pet. No pet will be tied, chained or left unattended when outside of the apartment

When the pet is approved the tenant will be required to pay a \$295 one-time pet fee plus an additional \$25 monthly fee. The length of pet(s)'s tenancy does not impact the assessment of the pet fee.

Fish are allowed and do not require a pet fee. However, aquariums may have a capacity of no greater than 30 gallons.

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1.17 REPRESENTATIONS IN RENTAL APPLICATION

The Lease Agreement was entered into based upon the representations of Tenant contained in the Rental Application. If any of those representations are found to be misleading, incorrect or untrue, Landlord may immediately terminate this Lease Agreement and notify Tenant to vacate the Premises.

1.18 FINANCIAL RESPONSIBILITY

If the Landlord is required to pay money or other consideration to Tenant, Tenant agrees that such financial obligation will be satisfied solely from the Landlord's estate and interest in the Premises, and the real estate upon which the said premises are situated, and the improvements of which it is a part, or the proceeds thereof, so the Landlord will incur no individual or personal liability for such financial obligations.

1.19 NOTICE

All notices shall be in writing and delivered by electronic communication, with the party giving notice retaining an electronic receipt of delivery, or a certificate of service prepared by the sender confirming the electronic delivery. Tenant is responsible for ensuring that the Landlord has their current email address. Tenants electing to send and receive notices in paper form must notify the landlord in writing. Notices in paper form will be given by regular mail, with the party giving notice retaining a certificate of mailing which may be a U.S. Postal Certificate of Mailing or may be a certificate on the notice itself; or by hand delivery with the party giving notice retaining proof of delivery of the notice which may be a certificate on the notice itself; Hand delivered notice shall be delivered in accordance with Chapter 8 of Title 8.01 of the Code of Virginia (1950), as amended.

1.20 RENEWAL

This lease agreement shall automatically terminate on the expiration date of this Lease Agreement.

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1.21 CANCELLATION

Lease ends on date specified on page one, unless terminated in accordance with any other applicable provision of this Lease Agreement, or in accordance with applicable Virginia law. There will be no automatic renewal of this Lease Agreement. Tenant(s) must surrender possession of the Premises in good condition, with the exception of reasonable wear and tear; and must pay for all damages or assessments for damages made by Landlord or Broker against Tenant(s), in accordance with the schedule for physical damages contained in the Damage Addendum, other provisions of this Agreement, or as the Landlord or Broker shall see fit.

1.22 ACTION BY LANDLORD OR BROKER UPON DEFAULT BY TENANT(S):

Under Virginia law and this Lease Agreement, Landlord may terminate this tenancy during the term of the Lease Agreement upon one of the following:

A. Material Noncompliance by Tenant Failing to Pay Rent When Due. The Tenant's rent is due and payable on the first (1st) day of each calendar month. If Tenant fails to pay such rent due after Landlord has served a five (5) day material noncompliance notice for failure to pay rent, or pay or quit notice as applicable, Tenant is in default, and Landlord may terminate this Lease Agreement in thirty (30) days.

B. Material Noncompliance by Tenant which can be remedied within Twenty-one (21) days. If Tenant commits this type of material noncompliance, Landlord may serve on Tenant a material noncompliance notice stating that if Tenant does not remedy the specified noncompliance(s) within twenty-one (21) days, Landlord will terminate this Lease Agreement in thirty (30) days.

C. Repeat Violations. If Tenant has been served with a prior written notice which required Tenant to remedy a breach, and Tenant remedied such breach, where Tenant intentionally commits a subsequent breach of a like nature as the prior breach, Landlord may service on Tenant a thirty (30) day termination notice. Such notice must make reference to the prior breach of a like nature and state that the Lease Agreement will terminate in thirty (30) days for the reasons stated therein without allowing Tenant an opportunity to remedy such subsequent breach.

D. Nonremediable Violations. If tenant commits a material noncompliance which is not remediable, Landlord may serve on Tenant a

termination notice stating that the Lease Agreement will terminate in thirty (30) days for the reasons stated therein without allowing Tenant an opportunity to remedy such breach. If a breach of Tenant's obligations under the Virginia law, or the Lease Agreement, involved or constitutes a criminal or willful act, which is not remediable and which poses a threat to health or safety, Landlord may terminate the Lease Agreement immediately by giving the appropriate written notice.

E. Material Noncompliance by Tenant which can be Remedied by Repairs, Cleaning or Replacement. If Tenant commits a material noncompliance which could be remedied by repair, cleaning or replacement, Landlord may place Tenant on notice that Landlord is going to make the repair, cleaning or replacement, on a certain date, and that itemized bill for the same will be in written notice to Tenant. If such obligation is not paid in a timely fashion as provided in the written notice to Tenant, such obligation becomes due as additional rent payable at the next rent due date.

F. Acceptance of Rent with Reservation. Unless Landlord accepts the rent with reservation, and gives a written notice to Tenant of such acceptance, acceptance of periodic rental payments with knowledge of a material noncompliance or default by Tenant, and after issuance of an appropriate notice as referred to herein and under applicable Virginia law, constitutes a waiver of the Landlord's right to terminate the Lease Agreement. If the Landlord has given Tenant written notice that the periodic rental payments have been accepted with reservation, Landlord may accept full payment of all rental payments, damages and other fees and still be entitled to receive an order of possession terminating the Lease Agreement. Any rental payment 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 complete jurisdiction. Further the acceptance of said amount with reservation in no way creates a new landlord/tenant relationship with Tenant.

G. Remedies Available to Landlord upon Termination of Lease Agreement. Upon termination of the Lease Agreement, Landlord shall proceed to obtain possession of the Premises by the filing of an unlawful detainer summons in a court of competent jurisdiction, and in addition, seek a money judgment for any physical damages there may be to the Premises. Landlord shall further, seek a money judgment for any actual damages sustained as a result of Tenant's default and breach of the Lease Agreement, as provided by Virginia law. Upon termination of the Lease Agreement, Landlord may treat the security deposit as provided in other provisions of this Lease Agreement, appropriate addenda hereto, and applicable Virginia law.

1.23 WAIVING OF BREACH NOT GENERAL WAIVER

If Landlord waives a noncompliance or breach by Tenant(s) with the Lease Agreement, or with the law, such waiver shall not be interpreted as a waiver of any subsequent breach of noncompliance or breach, and this Lease Agreement shall continue in full force and effect.

1.24 SUBORDINATION

Tenant(s) agrees that this Lease Agreement is subordinate to the lien of any existing or future deeds of trust or mortgages placed on the Premises, and Tenant(s) agrees to execute whatever additional agreement may be required to subordinate this Lease Agreement. Landlord reserves the right to assign any of Landlord's rights under this Lease Agreement at any time.

1.25 SEVERABILITY

If any provision of this Lease Agreement is violation of the law or equity, it is agreed that the remaining provisions shall remain in full force and effect.

1.26 DISCRIMINATION

Landlord and Agent do not discriminate against Tenant(s) in the provisions or services, or in any other manner, on the basis of race, color, religion, sex, national origin, familial status, elderliness, or handicaps.

1.27 REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION

For the purposes of this Lease Agreement, if Tenant(s) noncompliance with the Lease Agreement, or the law, causes Landlord to employ an attorney at law, Tenant(s) agrees to pay reasonable attorney's fees, as well as all costs of collection recoverable under Virginia law.

1.28 RULES AND REGULATIONS

Tenant(s) shall abide by all existing Rules and Regulations of Landlord applicable to the Premises, and by such other rules and regulations which may be imposed from time to time by Landlord. Tenant(s) acknowledges that he or she has read such existing Rules and Regulations, a copy of which is attached to and made a part of the Lease Agreement entitled "Resident Handbook" and is subject to change. Tenant acknowledges that any violation of the Rules and Regulations by Tenant(s) or others on the Premises with the consent of Tenant(s) shall be considered a material noncompliance or breach of this Lease Agreement for which Landlord shall be entitled to appropriate relief under Virginia law.

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1.29 HOLDOVER TENANT(S)

If the vacating date has passed due to a termination of the Lease Agreement, or otherwise, and Tenant(s) remains in possession of Premises, Tenant(s) is liable for the damages sustained by Landlord due to the Tenant(s) holding over including but not limited to storage, hotel, meals, mileage, etc., payable to the new Tenant(s) in addition to one additional month's rent or rent for the actual number of holdover days, whichever is greater. No right of storage is given by this Lease, and Landlord has no duty to protect Tenant(s)' possessions against loss. In the event Tenant(s)' property is not removed, Landlord shall deem the property abandoned and may dispose of same at its discretion, without any liability to Tenant(s) for damages or loss. Tenant(s) shall pay for all costs of removal of such property.

1.30 TENANT FAILS TO OCCUPY THE PREMISE

If Tenant(s) fails to occupy the Premises and pay rent to the Landlord, Landlord will be entitled to use the deposit and any prepaid rent to apply against any damages sustained by the Landlord as a result of the Tenant's failure to occupy.

1.31 MODIFICATION, APPLICABLE LAW AND SUCCESSORS

This Lease Agreement constitutes the entire agreement among the parties.. This Lease Agreement constitutes the entire agreement among the parties, and it may not be modified or changed except by written instrument executed by Landlord and Tenant. This Lease Agreement shall be construed, interpreted and applied according to Virginia Law and it shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, assignees and sub-leases of the parties.

1.32 APPLICATION

This Lease is entered into based upon information given by Tenant on the attached application which becomes a part of this Lease. Tenant must advise Landlord and Agent in writing of any changes in said application information.

1.33 LEAD-BASED PAINT

This paragraph applies only if the building in which the Premises is located was built prior to 1978 and is not exempt from the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and regulations promulgated pursuant thereto.

IN WITNESS WHEREOF, the individual parties have signed this Lease Agreement, as of the duties indicated below.

By initialing below, you acknowledge and agree to the terms in Section 1.

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2. Rules and Regulations

2.1 RULES AND REGULATIONS

Under Paragraph 1.28 of your LEASE CONTRACT, you, as Tenant(s), agree to abide by all existing Rules and Regulations of the Landlord or Broker applicable to the premises, and by such other rules and regulations which may be imposed from time to time by the Landlord or Broker, and as such additional rules and regulations shall be a part of your LEASE CONTRACT. The following Rules and Regulations listed in your LEASE CONTRACT and below apply to you, your family, and your guests.

2.2 ADDENDUM

This is an Addendum to the LEASE CONTRACT executed by you, the tenant(s), on the dwelling you have agreed to rent. That dwelling located at <<Property Address>> Waynesboro, VA 22980

2.3 SUBLEASE

In the event of any sublease of the property by Tenant(s), rental applications from all prospective sub-tenants shall be submitted to and approved by the Landlord or Broker **prior** to their taking occupancy, and an administrative fee equal to one-half month's rent shall be payable by Tenant(s). An application fee of \$35.00 must accompany each application.

2.4 ENDING LEASE TERM PRIOR TO CONTRACT COMPLETION

1. **Re-Letting:** Should Tenant(s) wish for the Landlord to re-let Tenant(s) apartment, an administrative fee equal to one-month's rent shall be paid by Tenant(s). Tenant(s) will remain responsible under all terms of the LEASE CONTRACT until the Landlord finds an acceptable applicant and the new tenant(s)' LEASE CONTRACT begins.,
2. **3 Month Buy Out:** Should Tenant(s) wish for the Landlord to end lease term prior to contract completion, an administrative fee equal to three-month's rent shall be paid by Tenant(s). Tenant(s) will remain responsible under all terms of the LEASE CONTRACT until the Landlord completes a move-out inspection, receives forwarding address, and Tenant(s) keys.

2.5 CONDITION

1. Property is accepted "as in" unless noted herein.
2. Landlord and Broker agree to deliver the premises in a fit and habitable condition by 4:00 p.m. on the first day of the LEASE CONTRACT or reduce the rent on a pro-rata basis until possession is granted.

2.6 LEAD PAINT

Tenant(s) agree that they have been notified about lead paint hazards (if property was built prior to 1978) and are welcome to have a lead paint test conducted at Tenant(s) expense; however, the Landlord and Broker are not obligated to remove paint. Tenant(s), if they so choose, may have this act performed at Tenant(s) expense.

2.7 LATE FEES

Tenant(s) agree to pay a late charge of \$75.00 or 10% of the balance due, whichever is less, if any portion of the rent is not paid in full and received in our office by the 5th day of each month, regardless of holidays. Checks may be placed in the outside drop box of the office if the office is closed. Be sure your address is on your check. Tenant(s) agree and understand that when using the facilities of the U.S. Postal Service for mailing items to Landlord or Broker, Tenant(s) are appointing the Postal Service as Tenant(s) sole agent, and the Landlord and Broker will not consider postmarks in determining the time of receipt of any items. Tenant(s) agree to pay a \$35.00 charge for each check not honored by bank upon presentation for any reason. Any check received by the 5th day of each month which is subsequently not honored by bank for any reason will be considered late, and the late charge of \$75.00 or 10% of the balance due, whichever is less, will be due in addition to the \$35.00 charge for the returned check. If Tenant(s) have more than one check not honored by bank during the term of the LEASE CONTRACT, the Landlord and Broker will no longer accept Tenant(s) checks, and certified funds must be used by Tenant(s) for all payments.

2.8 ELECTRICITY

Tenant(s) agree to have electricity connected for the entire lease period. Tenant(s) agree, upon termination of the LEASE CONTRACT, to leave the electrical services on for five (5) days so that an inspection can be made of the premises.

Tenant is required to provide the leasing office their Dominion Energy account number prior to picking up keys on move-in day.

2.9 HEAT

Tenant(s) agree to maintain heat in their unit in a reasonable manner to prevent damage. The heat source provided by the Landlord is the primary heat source for the unit, and is the only heat source allowed in the unit unless tenant(s) secure prior written consent from the landlord to use alternative sources. Alternative sources of heat do not keep pipes from freezing, and are not cost efficient ways to heat a home.

2.10 LOCK OUTS

1. During normal business hours (8 a.m. to 5 p.m., Monday through Friday, excluding holidays), any Tenant locked out of his or her apartment and needing the Landlord or Broker to open the door will be charged a fee of \$35.00 for entry. Should Tenant come to the office, he or she may pick up a key to the apartment at no charge if it is returned immediately.
2. Landlord will not unlock any door after office hours. Tenant(s) must call a locksmith.

2.11 MAINTENANCE

1. Tenant(s) shall be responsible for the following: unclogging toilets and drains, the replacing of fuses, light bulbs, smoke detector batteries, and the flipping of circuit breakers.
2. Tenant is required to ensure all maintenance orders are placed electronically via the Resident Portal.
3. Tenant(s) shall at all times provide adequate heat (above 50 degrees F) to the apartment to prevent freezing of pipes and furnace.
4. If Landlord or Broker responds to a maintenance request which results in Landlord repairing an item which is damaged by the Tenant(s)' actions or neglect, the Tenant(s) will be charged for the repair.
5. Tenant(s) agree to remove all window air conditions in the winter.

2.12 VEHICLES

1. Tenant(s) agree not to do any car repair at or about the premises.
2. Parking spaces are NOT assigned.
3. Due to local fire ordinances, motorbikes and motorcycles must be parked away from the building. Bicycles may not be stored on landings, yards, or attached to any railing or any part of the building.
4. Abandoned vehicles, or those that appear to be abandoned or not fully operable (Including: expired or no license plates, without current inspection stickers, missing wheels, improperly or illegally parked, etc.) which are parked on the property will be subject to immediate towing (without notice) at the owner's expense.

2.13 WINDOWS

Windows and sliding glass doors may be covered by drapes, blinds, or curtains. Sheets, flags, or similar articles are not permitted as window coverings.

2.14 AREAS OFF LIMITS

1. Children shall not play in the driveway, parking areas, public halls, or stairways.
2. Tenant(s) and Tenant(s) family, visitors, employees, or agents shall not at any time enter upon any roof or in any attic of the building unless required to do so in an emergency.

2.15 DISTURBANCES

As specified in your LEASE CONTRACT, use and occupancy of the property by Tenant(s) shall be consistent with the rights, privileges, and welfare of all other tenants. Therefore, Tenant(s) shall not use, permit, or suffer the use of any apparatus or instruments for musical or other sound reproduction or transmission (stereos, televisions, internet, etc.) in such a manner that the sounds emanating there-from or caused thereby are audible beyond the interior of the apartment; and Tenant(s) shall not permit any noisy, offensive, or dangerous conduct by Tenant(s), Tenant(s) family, or guests.

2.16 TELEPHONE AND CABLE

Telephone and cable lines are neither maintained nor altered by Neighborhood Properties, Inc. Any alterations, additions, or required repairs will be at Tenant(s) expense. Alterations and additions of any telephone, cable, or Satellite Tv lines require approval from Neighborhood Properties, Inc.

2.17 ALTERATIONS

Tenant(s) agree not to make alterations, installations (including installation of additional locks and chain latches) without the express prior written consent of the Landlord. Such consent shall not be unreasonably withheld, but the Landlord may require Tenant(s) to return the premises to its original condition when the term is completed. No space heaters will be permitted on the premises. No signs, lights, antenna wires, satellite dishes or other additions may be installed on the exterior of the premises or in the windows.

2.18 WATER BEDS

Water beds are not permitted on the property.

2.19 TRASH

All trash must be disposed of inside the dumpster; any trash placed outside of the dumpster will be removed at an additional fee to Tenant(s) not less than \$35.00.

Trash is not permitted to be left outside of resident apartments, any bags left outside will be removed at an additional fee to Tenant(s) not less than \$35.00.

2.20 TENANT ACKNOWLEDGES READING AND UNDERSTANDING THIS LEASE AGREEMENT.

Tenant(s) agrees that the Lease Agreement constitutes the entire agreement and understanding between the parties and no other, unless based in writing executed by all parties. Parties agree that neither party may rely on oral representation. All persons whose names are signed to the agreement shall be jointly and severally liable to Landlord for rent as well as any deposits required herein. Furthermore, all parties shall be jointly and severally liable to Landlord for any damages as a result of default by Tenant. Unless specifically provided otherwise this Lease shall be binding on and shall insure to the benefit of the respective parties and their personal and legal representatives, estates, heirs, legatees, assigns and/or successors in interest.

X _____
Initial Here

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
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3. Smoking Addendum

3.1 SMOKING

"Tenant(s)" (<<**Tenants (Financially Responsible)**>>) and all members of Tenant(s)' family or household are parties to a written lease with "Landlord" **BRANDON LADD APARTMENTS**. This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease Agreement.

1. Our properties are all non-smoking. In an effort to provide healthful, clean apartments for our current and future tenants, we do not allow any smoking inside of our units, foyers or any other indoor space. If you must smoke, you are required to be outside, you are required to collect and dispose of your smoking products, byproducts and paraphernalia. If butts, ash, or other byproducts have to be removed from your unit's grounds, there will be a minimum fee assessed of \$35.00. If you or your guests are found to be smoking within the unit, please note that it is a violation of your LEASE CONTRACT and your lease could be terminated at the Landlord/ Broker's discretion.
2. **Definition of Smoking.** The term "smoking" refers to the the act of inhaling, exhaling, or breathing the smoke of any of the following lighted products; cigars, cigarettes, other tobacco products, cannabis (in all forms), and any other ash-producing product in any manner or any form. The possession of any of these products in their lighted state inside of the residence is also strictly prohibited.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
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4. Damage Addendum

4.1 MOVE OUT DAMAGE

We will make an inspection of the property when all personal belongings have been removed, when all cleaning has been completed, when all keys have been returned, and when you have no further need to access the apartment for any reason. When keys are returned, Tenant relinquishes all rights and privileges granted under the LEASE CONTRACT and returns possession to the Landlord for any and all purposes.

Landlord may assume that the condition of the apartment at that time is the condition in which the Tenant(s) intended to leave it. Under the VIRGINIA RESIDENTIAL LANDLORD AND TENANT ACT, you have the right to be present at the time of our inspection. If you wish to be present you must notify us in writing, and said inspection must be made within 72 hours of termination of your occupancy of the dwelling unit.

Note: Anyone who does not return the keys and vacates their residence by midnight on the date the LEASE CONTRACT terminates will be considered a holdover tenant and subject to substantial charges allowed under the LEASE CONTRACT which may include a fee of \$150.00 per day plus any moving or hotel costs incurred by the future resident(s) of the dwelling.

Security deposits will be returned by mail to the last known address. Only one check will be issued made payable to all Tenants whose signatures appear on the LEASE CONTRACT.

The return of your security deposit is subject to the following provisions and cleaning guidelines.

1. ADDENDUM: This is an Addendum to the LEASE CONTRACT executed by you, the tenant(s), on the dwelling you have agreed to rent. That dwelling is located at <<Unit Address>>
2. TERMS AND CONDITIONS: All terms and conditions of the LEASE CONTRACT must be satisfied. This includes payments of all late fees, legal fees, maintenance fees, and/or delinquent rent. All keys must be returned on or before the day your LEASE CONTRACT ends.
3. CLEANING GUIDELINES: The entire dwelling and leased property must be thoroughly cleaned and all trash and debris removed according to the following guidelines:
 - All belongings including coat hangers, trash, boxes, soap, toilet paper, shower curtains, etc. must be removed from the unit and from outside the unit and properly disposed of in the property's dumpster or by removal from the property. No property or trash shall be left at curbside.
 - All carpets must be professionally shampooed; all hardwood floors cleaned, waxed, and buffed; all vinyl floors cleaned of all dirt.
 - All windows and mirrors must be cleaned and streak free.
 - All surfaces including walls, doors, baseboards, windowsills, light switches, and receptacle covers must be cleaned of all dirt, dust, grease, and fingerprints.
 - All light fixtures (interior and exterior) must be cleaned of all dust, bugs, and cobwebs. All screens must be cleaned of dust or dirt.
 - All holes in walls and ceilings created by nails, hanging plants/lamps or shelves, etc. must be patched with an appropriate amount of spackling compound and sanded smooth.
 - Holes, bad marks or chips, whether from use or as the result of moving, will necessitate charges for patching and painting of entire wall involved.
 - The interior and exterior of all kitchen appliances (including stove, range hood, refrigerator, and dishwasher) must be cleaned of all grease, dirt, dust, and cleaning residue. All knobs, burners, lights, exhaust fans, broiler pans, racks, windows, and burner pans must be thoroughly cleaned and free of grease. Refrigerator must be defrosted and cleaned after removal of all water, frost, and ice. Leave refrigerator turned off and door open. Ranges and refrigerators should be pulled away from the wall to facilitate the cleaning of the appliance side and to enable the cleaning of the floor and cabinet sides.
 - Kitchen cabinets and drawers must be cleaned of all food residue, hand prints, and grease. All contact paper and glue residue shall be removed. All sinks and counter tops must be cleaned of residue and stains.
 - All bathroom surfaces must be thoroughly cleaned of any hair, mildew, or dirt. Floors must be mopped, stripped of any old wax, and waxed with liquid wax.
 - All chrome fixtures including faucet handles, shower heads, medicine cabinets, towel racks, soap dishes, and/or toothbrush holders must be cleaned to a reflective shine.
 - Toilet bowls, bases, and tanks must be thoroughly cleaned.
 - Tubs and shower stalls must be cleaned of all stains, rings and soap residue. All tile and grout must be scrubbed free of mildew and soap residue. Shower curtain should be disposed of. Do not use abrasive cleaners on fiberglass.
 - Balconies, patios and storage areas must be cleaned.
 - If any of these provisions are not met and they require the use of electricity by Landlord to repair or clean the item, there will be an additional charge of at least \$45.00

We realize that there are different standards for what "clean" means. Our definition of "clean" is simply that every square inch of every appliance, counter, cabinet, fixture, wall, tile, and floor must be scrubbed free of any and all dirt, with a detergent, and rinsed free of residue.

Remember to provide us with your forwarding address. Within 45 days after termination of your lease, your deposit will be returned along with an itemization of any damages resulting in deductions from your deposit.

4.2 IN WITNESS WHEREOF

The individual parties have signed this Addendum

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
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5. Sight Unseen Addendum

5.1 SIGHT UNSEEN RENTALS

We will do our best to adequately describe any of our rental units to you; however, tenants are strongly urged to personally preview their accommodations before signing a lease. Should the tenant decide to rent a property sight unseen, Neighborhood Investments -- BL, LLC (Landlord) will not be held responsible for any misinterpretations or problems that would have been avoided had the tenant personally inspected the property prior to the execution of the lease. Landlord makes no warranties as to the "description" of the property. NO REFUNDS AND NO SUBSTITUTIONS WILL BE CONSIDERED.

I/We agree to lease the property located at <<Unit Address>> 22980. SIGHT UNSEEN provided it offers all the amenities as stated on the Neighborhood Properties, Inc. website.

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____
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6. Mold Information/Prevention

6.1 MOLD INFORMATION/PREVENTION

ADDENDUM: This is an Addendum to the LEASE AGREEMENT executed by you, the tenant(s), on the dwelling you have agreed to rent.

ABOUT MOLD: Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms that reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

1. PREVENTING MOLD BEGINS WITH YOU: In order to minimize the potential for mold growth in your dwelling, you must do the following:

- **KEEP YOUR DWELLING CLEAN:** particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy foods.
- **REMOVE VISIBLE MOISTURE ACCUMULATION ON WINDOWS, WALLS CEILINGS, FLOORS AND OTHER SURFACES AS SOON AS REASONABLY POSSIBLE:** Look for leaks in washing machine hoses and discharge lines – especially if the leak is large enough for water to infiltrate into nearby walls. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor, (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated, and (3) hang up your towels and bath mats so they will completely dry out. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots.
- **PROMPTLY NOTIFY US IN WRITING ABOUT ANY AIR CONDITION OR HEATING SYSTEM PROBLEMS YOU DISCOVER:** Follow our rules regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- **PROMPTLY NOTIFY US IN WRITING ABOUT ANY SIGNS OF WATER LEAKS, WATER INFILTRATION OR MOLD:** We will respond in accordance with state law and the LEASE AGREEMENT to repair or remedy the situation as necessary.

2. TO AVOID MOLD GROWTH: It is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention

to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as the following:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerators, or A/C drip pans or clogged up A/C condensation lines;
- Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive pot cooking;
- Leaks from clothes dryer discharge vents (which can put a lot of moisture into the air); and
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

3. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES: (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant ®, Pine-Sol Disinfectant ® (original pine-scented), Tilex Mildew Remover ®, or Clorox Cleanup ®. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach that can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items such as fibers in sofas, chairs, drapes and carpets – provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothing.

4. DO NOT CLEAN OR APPLY HOUSEHOLD BIOCIDES TO: (1) visible mold on *porous surfaces* such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing and we will take appropriate action in compliance with applicable law.

5. COMPLIANCE: Complying with this ADDENDUM will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this ADDENDUM, please call Landlord at 434-971-8000.

6. IF YOU FAIL TO COMPLY WITH THIS ADDENDUM, you can be held responsible for property damage to the dwelling and any health problems that may result. We cannot fix problems in your dwelling unless we are aware of said problems.

By initialing below, you acknowledge and agree to the terms in Section 6.

X _____
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7. Virginia Statement of Tenant Rights and Responsibilities

7.1 SUMMARY

This is a summary of tenants' rights and responsibilities under the Virginia Residential Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenant's rights under the law. The information below is not intended as legal advice. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5234 or valegalaid.org/find-legal-help.

7.2 TENANT RIGHTS

Applications:

Tenants may be charged a nonrefundable application fee of no more than \$50 (not including third party costs for a background check) and a refundable application deposit. If the tenant does not rent the unit, the application deposit must be returned, minus any actual costs or damages. (§55.1-1203)

Written lease:

Under the VRLTA, a landlord is required to provide a tenant a written lease. If a landlord fails to do so, the VRLTA still protects a tenant by establishing a statutory lease between landlord and tenant for 12 months not subject to automatic renewal. (§55.1-1204)

Disclosure:

A landlord must reveal certain information to the tenant, including any visible evidence of mold (§55.1-1215), the name and address of the owner or property manager (§55.1-1216) and notice of sale or foreclosure of the property. (§55.1-1216, 1237).

Security Deposit:

A landlord may require a security deposit of up to two month's rent. Within five days of move in the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 72 hours of delivery of possession. (§55.1-1214, 1226)

Receipts:

Upon request, a tenant is entitled to a written receipt of rent paid by cash or money order. Upon request, a tenant is entitled to a written statement of all charges and payments over the past 12 months. (§55.1-1204(D), (I))

Privacy:

A landlord may not release information about a tenant without consent, except under certain conditions, which are generally when tenant information is already public. (§55.1-1209)

Fit and Habitable Premises:

A tenant has the right to a fit and habitable rental unit in accordance with the Uniform Statewide Building Code. The landlord must make all repairs needed to keep premises fit and habitable. (§55.1-1220) To enforce the right to get repairs, a tenant must be current in rent, give the landlord written notice and wait a reasonable period. If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. This must be filed no later than five days after rent is due. There is no rent withholding in Virginia, except under repair and deduct. (§55.1-1244)

Repair and Deduct:

If an issue on the property affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a licensed contractor at a cost of not more than \$1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. (§55.1-1244.1)

Eviction:

A landlord may not evict a tenant without following the court eviction process. The landlord first sends a written notice and next the landlord files an unlawful detainer lawsuit. The landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. (§55.1-1245, 1252). A tenant not getting paid due to a federal shutdown of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. (§44-209)

Redemption (Pay & Stay):

After an unlawful detainer lawsuit for nonpayment of rent is filed, a tenant has the right to pay to a zero balance on or before the court date and have the lawsuit dismissed. After a court issues a judgment of possession, a tenant has the right to pay to a zero balance up to two business days before the Sheriff's eviction and have the eviction cancelled. If the landlord has five or more rentals, a tenant may use these rights at any time. If the landlord has four or fewer rentals, a tenant may use one of these rights only once in a 12-month period. (§55.1-1250)

7.3 TENANT RESPONSIBILITIES

Rent:

Unless the lease says otherwise, rent is due in equal payments each month on or before the first of each month. (§55.1-1204)

Late Fees:

If rent is not paid on time, the tenant must pay a late fee if the lease requires one. A late fee can be no more than 10% of the monthly rent, or 10% of the unpaid balance, whichever is less. (§55.1-1204(E))

Insurance:

A tenant may be required to have and pay for renter's insurance. A tenant also may be required to have and pay for damage insurance and/or a security deposit, but the total of both the damage insurance premiums and the security deposit may not exceed two months' rent. (§55.1-1206, 1208)

Access:

A tenant must allow a landlord access to the unit at reasonable times and for practical purposes, such as maintenance, inspection, or to

provide services. A tenant must allow access unless the landlord's request is unreasonable. Unless impractical due to an emergency, the landlord must give 72-hours notice of maintenance. If the tenant requests maintenance, notice is not required. (§55.1-1229)

Maintain Fit and Habitable Premises:

The tenant must keep the rental unit as clean and safe as conditions allow and in accordance with the Uniform Statewide Building Code. The tenant must promptly notify the landlord of visible mold and use reasonable efforts to prevent moisture and mold. The tenant must promptly notify the landlord of insects or pests and must not be at fault in failing to prevent insects or pests. (§55.1-1227)

Fair Housing:

The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Act. (§36-96.1 et seq)

COVID-19 Relief:

A tenant not getting paid due to the state of emergency declared by the Governor for the COVID-19 virus can get an eviction lawsuit for nonpayment of rent postponed for 60 days by showing up on their court date and providing written proof within 90 days after the Governor ends the declaration of emergency. (§44-209)

7.4 ACKNOWLEDGEMENT OF RECEIPT OF STATEMENT OF TENANT RIGHTS AND RESPONSIBILITIES

In accordance with Section §55.1-1204 of the Code of Virginia, the undersigned parties hereby acknowledge that with respect to the dwelling unit known as:

<<Unit Address>>

the Landlord has provided to the Tenant and the Tenant has received the Statement of Tenant Rights and Responsibilities developed by the Virginia Department of Housing and Community Development and posted on its website (dhcd.virginia.gov/landlord-tenant-resources) pursuant to Section §36-139 Code of Virginia.

By initialing below, you acknowledge and agree to the terms in Section 7.

X _____
Initial Here

8. Brandon Ladd Apartments Lease Agreement

8.1 SIGN AND ACCEPT

IN WITNESS WHEREOF, the individual parties have signed this Lease Agreement, as of the dates indicated below. It is hereby understood and agreed that this Agreement may be executed in any number of original counterparts; that the parties in an original agreement, properly signed and notarized, to each of the other parties; and that the combination of the signed Agreements, taken together, shall constitute an agreement among the parties as if all of them had signed one document.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed