

**PHEASANT RUN TOWNHOMES  
LEASE AGREEMENT**

This Lease agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between

**TENANT:**

**GUARANTOR:**

**OWNER:** \_\_\_\_\_ and/or assigns

**WITNESSETH:** Owner, herein referred to as Landlord, hereby leases and lets to Tenant and Tenant hereby leases and lets from Landlord, subject to the terms, conditions, and provisions of this lease, and the "Terms and Conditions of the Lease" herein and a part hereof one bedroom within a four bedroom townhome, located at \_\_\_\_\_, Pheasant Run Townhomes, Harrisonburg, VA, for a term of 12 months commencing 12 Noon on August 12, 2012, and ending 12 Noon on August 2, 2013. All parties whose names appear on this lease agreement as Tenant and Guarantor understand the other bedrooms available in the townhome will be leased to qualified applicants who may or may not be known to the Tenant. The Tenant further understands that any unleased bedrooms will be made available for occupancy to any qualified applicant in accordance with all local, state and federal laws, including all applicable fair housing laws. Until such time that any vacant bedrooms are leased, vacant bedrooms remain under the explicit control of the Landlord whom shall have the right to secure the room(s). Any unauthorized access or use shall not be permitted. Where unauthorized access or use occurs, this shall be considered a breach of this agreement, and Tenant will be subject to a minimum fine of \$150.00. Tenant and guarantor further understand that the townhome in which the leased bedroom is located has common areas, including without limitation common bathroom(s), kitchen, living room and outdoor space (the "Townhome Common Area"). Tenant has the right to use the Townhome Common Area for its intended purpose, in common with all other Tenants of bedrooms within the townhome. Tenant shall be responsible, jointly and severally with other Tenants in the Townhome, for any damage caused to the Townhome Common Area or any furnishings or fixtures therein, even if Tenant is not the cause of the damage. Without limiting Landlord's other rights and remedies, Landlord has the right to apply Tenant's security deposit to clean, repair damage or replace furnishings in the Townhome Common Area, just as if that Townhome Common Area was leased for Tenant's exclusive use.

**1. RENT:** Rent shall be paid to the Landlord at the address above in 12 equal monthly installments. The first monthly installment shall be due and payable on or before August 1, 2012, with each additional installment payable on the first of every month thereafter. Rent must be received by Landlord in hand not to be considered late. Tenant agrees to pay a late charge of \$25.00 for payments received after the fifth of the month. **Rent is payable for the entire Term, regardless of whether Tenant vacates the Premises before the Expiration Date for any reason.** Rent includes utilities as designated in Section 2 of the lease to the extent that said utilities do not exceed the Utility Caps provided. If said utilities exceed the Utility Caps listed in any given month, Landlord shall then have the right to allocate to Tenant, his or her pro rata share of such increased charges. Charges exceeding the Cap shall be divided equally among all tenants having leases in the Premises. Should this occur, Landlord shall deliver to Tenant a statement of such charges that are attributable to Tenant, and Tenant agrees to pay said amount no later than the due date of the next month's rent. This payment shall in all respects constitute rent under this Lease. Tenant agrees that an acceptance of a partial rental payment does not constitute payment in full. All rent payments will first be applied to past due balances including maintenance charges and penalties, then to current rent due. Payments are accepted in the form of personal check, cashier's check or money order only. **NO CASH.** A \$25.00 returned check fee will be assessed for checks returned for insufficient funds. Personal checks will not be accepted after two returned check incidents.

Furnished Rent for the Term \$5,100.00, paid in 12 monthly installments of \$425.00

Unfurnished Rent for the Term \$4,860.00, paid in 12 monthly installments of \$405.00

**2. UTILITIES:** The Landlord agrees to furnish Electric, Water/Sewage, Curbside Trash removal, Basic Cable and Internet Services in the monthly rent.

**A.** To promote conservation of electricity and water usage, Landlord has established a Monthly Utility Cap on Landlord's obligation to pay for the following utilities:

Electric-\$30.00

Water/Sewage-\$15.00

The per-Tenant Cap above shall be applied based on the number of residents in the townhome. When there are four residents in a townhome, the Landlord's obligation limit is \$120 for electric and \$60 for water/sewage. However, in the event there are only three residents in a townhome, the Landlord's obligation limit is \$90 and \$45, respectively. Each Tenant's Cap amount remains the same, regardless of the number of residents. Where monthly usage exceeds the caps listed above, the Landlord shall bill the cost equally among all those with leases in the townhome as specified in Section 1 above. Failure to pay all charges as required shall be considered a breach and remedied as provided in Section #19 of the lease.

**B.** Landlord shall not be responsible in any way for any interruption in service or failure of any utility service to the premises, or for any damage directly caused thereby. This includes, but is not limited to any malfunction of machinery, computer equipment, appliances, or damage to person or property, as a result of any loss of power, water or sewage services to the Premises.

**C.** Resident shall be solely responsible for acquiring and maintaining at Resident's sole cost and expense any and all additional utility services not listed above.

**D.** Landlord shall have the right to temporarily suspend any utility service to the Premises with proper notice to Tenant in order to perform maintenance or repair of the premises or to protect the premises or Tenant from risk of harm or loss.

E. Landlord shall not be responsible for utilities exceeding the monthly cap as a result of Tenant's failure to report malfunctioning systems on the premises, including but not limited to running toilets and plumbing leaks which shall be reported upon occurrence.

**3. APPLICATION/RESERVATION FEE:** Upon submittal of a lease application the following fees shall be due:

\$35.00 Non-Refundable Application Fee

\$65.00 Reservation Fee

\$100.00 TOTAL

Where Landlord is unable to offer Tenant housing due to lack of availability, both the application fee and the reservation fee shall be refunded to the Tenant. Where housing is mutually offered to and accepted by both parties, the \$65.00 reservation fee shall be applied to the security deposit due and the remaining balance noted in Section 4 below shall be paid upon lease signing. However, where Tenant chooses to decline Landlord's offer for housing, both the application and reservation fees shall be forfeited. The \$65.00 Reservation Fee shall then be applied to administrative costs incurred by the Landlord during the leasing process including postage, copies and reproductions, supplies, phone expenses, advertising, etc.

**4. SECURITY DEPOSIT:** Is to be retained by Landlord for the entire lease term and returned within 45 days after the lease expiration date, or within the time period as specified by all applicable provisions of the Code of Virginia at the time of lease expiration, providing that Tenant has kept and performed to the conditions of this Lease and the expectations outlined in the Vacating Guidelines on Page (9) of the Resident Policy Guide hereto attached. In the event Tenant defaults in any provision of this lease, or the Resident Policy Guide, the deposit may be used by Landlord to apply against default. Tenant may not use security deposit for owed rent. Prior to termination of this lease, Tenant shall return all house and mail keys to Landlord. Failure to do so shall result in a non-returned key charge of \$25.00 per a key. In addition, Tenant shall supply Landlord with a forwarding address to which refunds and correspondence can be mailed. The vacating inspection shall be completed within 72 hours of lease expiration. If Tenant desires to be present when Landlord completes the vacating inspection Tenant shall notify Landlord at least 2 weeks prior to the lease termination date so that Landlord can notify Tenant of the date and time of the inspection during normal business hours and within 72 hours of lease expiration. If any damage is done, or locks need changing, Landlord shall have work accomplished and deduct this cost from Tenant's security deposit. As part of this lease, Tenant acknowledges having received a copy of the Damage and Replacement Cost Estimator included on page (12) of the Resident Policy Guide. Prices noted are not all inclusive and are approximate. Should Landlord incur a higher cost for replacing an item, Tenant shall be responsible for the higher cost. Excessive damage beyond the collected security deposit shall be paid for by Tenant within 30 days of notice by Landlord.

\_\_\_\_\_ Security deposit for furnished townhome

\$360.00 less \$65.00 Reservation Fee paid on \_\_\_\_\_ Balance Due upon lease signing \$295.00

\_\_\_\_\_ Security deposit for unfurnished townhome

\$340.00 less \$65.00 Reservation Fee paid on \_\_\_\_\_ Balance Due upon lease signing \$275.00

**5. NON-REFUNDABLE CLEANING & RE-DECORATING FEE:** Upon execution of and as a condition to this lease, Tenant shall pay Landlord a Non-Refundable Cleaning and Re-Decorating Fee of \$195.00. This fee covers cleaning, carpet cleaning, nail hole repair and painting that does not exceed normal wear and tear standards as further stipulated on Page (10) of the Resident Policy Guide hereto attached. Where these items exceed these standards, additional charges will be imposed.

\$195.00 Non-Refundable Cleaning and Re-Decorating Fee Due on or before May 1

**6. FURNISHINGS:** Furniture listed below is provided by Landlord and must remain in the townhome for the entire lease term. Landlord will not be responsible for storing or moving furniture listed:

\_\_\_ Sofa(1) \_\_\_ Loveseat(1)

\_\_\_ Chair(1) \_\_\_ End Tables(2) \_\_\_ Coffee Table(1) \_\_\_ Bar Stools(2) \_\_\_ Kitchen Table(1)w/Chairs(4)

\_\_\_ Full Bed(1) \_\_\_ Desk(1)w/Chair(1) \_\_\_ Dresser(1) \_\_\_ NONE

**7. COMPLIANCE WITH THE LAWS OF THE STATE OF VIRGINIA AND CITY OF HARRISONBURG**

**BY THE TENANT IS REQUIRED:** This lease is governed by Virginia law, and any rights and remedies contained herein shall be cumulative of and in addition to any rights and remedies available to Landlord at law or in equity. Tenant agrees to comply with all City/County laws and ordinances.

**8. ILLEGAL DRUG ACTIVITY:** It is unlawful to use, possess, distribute or manufacture any illegal drug and/ or abuse any controlled substance. This will lead to immediate termination of the Lease pursuant to Section 55-248.31 of the Virginia Residential Landlord and Tenant Act.

**9. FIREARMS:** Firearms are not allowed on the Premises at any time and will lead to immediate termination of said Lease. A BB or Pellet type gun is considered a Firearm and all of the above are in violation of City of Harrisonburg Ordinances & Laws if discharged within the City Limits.

**10. QUIET ENJOYMENT/USE OF PREMISES:** Landlord covenants that Tenant, on paying of rent and performing the covenants and conditions contained in this Lease, shall peacefully enjoy the premises. The premises shall be occupied only by Tenant(s) as a private dwelling and for no other purpose. Tenant agrees that there shall be no acts done therein that may unreasonably disturb the quiet enjoyment of any other Tenants of the property or neighboring properties. In the event that Tenant's conduct or that of family and/or guests is unreasonably injurious or damaging to Landlord and/or the rights, privileges or welfare of other Tenants, Landlord may terminate the Lease as provided in the Virginia Residential Landlord and Tenant Act. Tenant agrees to abide by the Resident Conduct provisions outlined on Page (4), and the Party Policy outlined on Page (21), of the Resident Policy Guide.

**11. OCCUPANCY, SUBLEASING AND ASSIGNMENT OF LEASE:** Occupancy shall only be by Tenant (not to include the Guarantor or other family members of Tenant) and other Tenants having a lease with Landlord. If any guest of the Tenant occupies all or part of the unit for more than seven (7) days or is of any repetitive nature without prior landlord approval or prior roommate approval, then Tenant shall be deemed in default here under and, without limitation to any other remedy of the Landlord, Tenant shall pay Landlord on demand damages equal to \$25 per day of such

occupancy. Please reference Page (8) of the Resident Policy Guide section entitled “Subleasing, Assignment, and Visitation”. If the townhome is rented to less than 4 Tenants at any time, Landlord reserves the right to lease the other bedrooms available in the townhome to qualified applicants who may or may not be known to the Tenant. The Tenant further understands that any unleased bedrooms will be made available for occupancy to any qualified applicant in accordance with all local, state and federal laws, including all applicable fair housing laws. Until such time that any vacant bedrooms are leased, the bedrooms remain under the explicit control of the Landlord whom shall have the right to secure the room(s). Any unauthorized access or use shall not be permitted. Where unauthorized access or use occurs, this shall be considered a Breach of the Lease, and Tenant will be subject to a minimum fine of \$150.00. The Premises shall not be used for business purposes. **This lease is a 12 month lease with no provision for early termination.** Tenant may however, sublease or assign their lease after receiving prior written permission from the Landlord. Prior to granting any sublease or assignment requests, Landlord shall require all past due rents, late fees, and any maintenance charges to be paid in full. While there is no fee for subleasing, the Landlord will charge a \$100.00 lease assignment fee where possession has not yet occurred. Where possession has occurred a \$150 lease assignment fee shall apply. Tenant shall not enter into any other agreement regarding occupancy without prior written permission from the Landlord. Where Tenant fails to gain the proper approvals and/or provides unauthorized access to a third party Tenant shall be subject to a minimum fine of \$150.00. Where necessary and in addition to this fine, Landlord may change the locks at the violating Tenant’s expense and provide all Tenant’s with new keys to access the Premises. A \$75.00 lock change fee shall apply, and all rights to subleasing and lease assignment shall be revoked. Please refer to Page (8) of the Resident Policy Guide for specific criteria that must be met prior to Landlord approval of subleasing and/or lease assignment.

**12. KEYS/LOCKOUTS:** Keys will not be distributed until all deposits have been paid in full. **Keys will be distributed to occupying Tenants only and shall not be used for random access by anyone other than the occupying Tenant, unless otherwise agreed upon by all Tenants with leases. Any unauthorized distribution of keys by Tenant to any third party or unauthorized access to the house, will be considered a breach of the lease. Where necessary Landlord may change locks at the violating Tenant’s expense and provide all Tenant’s with new keys to access the Premises. A \$75.00 lock change fee shall apply.** In the event that Tenant is locked out of the premises during office hours, a key may be obtained from the office and must be returned within (30) minutes. If the Tenant is locked out of the premises after business hours, Tenant may contact the after hours emergency number to be assisted and a \$50.00 per incident charge will apply. **POSITIVE PROOF OF IDENTIFICATION WILL BE REQUIRED BEFORE LANDLORD WILL PROVIDE ACCESS TO THE UNIT; KEYS WILL NOT BE RELEASED TO ANY PARTY THAT IS NOT ON THE LEASE.**

**13. MAINTENANCE AND REPAIRS:** Tenant shall take good care of property and furnishings and immediately report any repairs which require Landlord's attention. Lack of immediate notice to Landlord may result in the Tenant being charged for repair or replacement.

- A. Tenant agrees not to turn heat below 60 degrees, and authorizes Landlord to turn heat up to 60 degrees in the event pipes have the potential to freeze and burst. Tenant shall be responsible for all damage caused by pipes that burst due to Tenant’s negligence.
- B. Tenant agrees to keep the interior and exterior of the premises clean at all times; trash shall not be allowed to accumulate inside or outside of the premises and shall be stored in covered containers inside the exterior shed and removed on a weekly basis, dirty dishes shall be cleaned and food shall be disposed of properly to prevent rodent or pest problems, floor coverings shall be vacuumed and mopped regularly. Tenant is responsible for reporting exterior and interior damage upon occurrence including: acts of destruction, damage to vinyl, landscaping, and picket rails.
- C. Upon commencement of the lease, Tenant acknowledges receipt, in good condition of the townhome, excepting the list of defects that Tenant discovers and returns to Landlord by September 1. Failure to return the move in inventory of conditions forms promptly may result in charges for damages to be paid by the Tenant.
- D. Landlord shall have the right to make repairs, renovations, or alterations at reasonable times. If the unit or furnishings are damaged by anything other than normal wear and tear, or are deemed unsanitary, upon Landlord’s determination of a violation, Landlord may make repairs or replacements equal in quality to the original condition, or cause the unit to be cleaned, and Tenants shall pay the cost incurred by Landlord upon completion of repairs or cleaning, and no later than the due date of the next months rent, except for the last month where it will be due immediately. Repair charges not paid on or before the due date of the next month’s rent will be subject to a \$25.00 late fee. Please refer to Pages (7-8) of the Resident Policy Guide Section entitled Maintenance That Exceeds Normal Wear & Tear, paragraph 3 for further clarification regarding Landlord’s remedy under this provision.
- E. Smoke Detectors shall be maintained in accordance with the Section 5-2-16 of the Code of the City of Harrisonburg. Landlord shall provide as part of the Move-in Process and at least yearly thereafter, a certification that all smoke detectors are operational as of the lease start date. It shall then become the responsibility of the Tenant to maintain, or to report in writing to the Landlord any malfunction of a smoke detector. Landlord agrees to repair or replace any malfunctioning smoke detector within 5 days. Removal, tampering or interfering with a functioning smoke detector by Tenant is not only a fire hazard but a lease violation. Upon occurrence a minimum fine of \$50.00 shall be imposed. Please refer to Page (5) of the Resident Policy Guide for this and other additional information regarding fire safety policies.

**14. ALTERATIONS:** No alterations, installations or redecorating of the premises, fixtures, or furnishings are permitted without Landlord’s prior written permission. Tenant shall not install additional door locks, chain latches, repaint the townhome, drive nails into walls or fixtures or otherwise attach to the building any decorations or devices inside or outside of the premises without prior Landlord approval. No waterbeds shall be permitted under any circumstance because of their enormous damage potential. **DUE TO THE EXTREME DAMAGE CAUSED TO DOORS AND WALLS, LANDLORD STRICTLY PROHIBITS THE USE OF DOUBLE STICK TAPE ON**

**ANY WALL OR DOOR IN THE TOWNHOME. WHERE DOUBLE STICK TAPE HAS BEEN USED, A MINIMUM REPAIR CHARGE OF \$50.00 PER A ROOM SHALL APPLY.**

**15. MANAGEMENT ENTRY:** Landlord or Landlord's Agent may enter the premises for the following purposes: to inspect to see if Tenant is complying with the provisions of this lease; to make repairs; to show the premises to prospective purchasers, mortgagers, insurance agents, and Tenants; to conduct security checks during holidays or periods of extended absences and/or any other purpose permitted under Virginia Law. Such entries shall not be so frequent as to seriously disturb Tenant's right to peaceful enjoyment of the premises. Such entries shall take place with prior notice to Tenant; Tenant shall not unreasonably withhold consent. If Landlord or its Agent reasonably believes that an emergency exists which requires immediate entry, such entry may be made without Tenant's consent. Tenant agrees to allow access and occupancy to maintenance personnel for redecorating, repairing or remodeling the premises.

**16. INJURY, DAMAGE OR DESTRUCTION:** Landlord shall not be liable for any theft or damage done to any Tenant's personal possessions. **TENANT IS TO PROVIDE HIS/HER OWN RENTER'S INSURANCE POLICY.** For injury to property or rights of Landlord caused by negligence or fault of Tenant, their agents, family, friends, or guests, Tenant agrees to pay for maintenance, repair or service to the premises when the damage or malfunction is caused by the Tenant, their agents, family, friends, or guests. In the event of destruction of the Leased premises by fire, explosion, the elements, or otherwise through no fault or negligence of Landlord, or Tenant, his family, friends or guests, or in the event of such partial destruction as to render the premises unfit for occupancy, the term hereby created shall, at the option of either party upon notice to the other, be terminated as of the date of such damage, and the accrued rent shall be paid up to the time of such damage. If neither party desires to terminate the lease, Landlord shall enter and repair the premises with reasonable speed and, if Tenant continues to occupy for the duration of such repairs, the rent will be reduced by a reasonable amount for the period during which repairs are completed.

**17. LANDLORD LIABILITY:** Landlord shall not be liable to Tenant, their family, friends or guests, for any damage to person or property caused by acts of omission of other Tenants or other persons, whether such persons be off the property of Landlord or on the property with or without permission of Landlord; nor shall Landlord be liable for loss or damage resulting from failure, interruption, or malfunction in the utilities and amenities provided to Tenant. Tenant acknowledges that any security measures provided by Landlord will not be treated by Tenant as a further assurance or guarantee against crime or of a reduction in the risk of crime. Landlord will not be liable to Tenant or any guest, invitee, or occupant for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

**18. PETS:** Pets are permitted in certain houses with the prior approval of Landlord. Landlord reserves the right to approve or deny approval to any resident's request to house a pet. Please refer to Pages (5-6) of the Resident Policy Guide for a list of approved pets and requirements that must be completed prior to bringing a pet onto the Premises. If there is ever an unregistered pet in the unit, an illegal pet fine of \$75.00 will be applied for the first day and \$25 each week thereafter until the pet is removed. In addition, any damage caused by an illegal pet will be remedied and a flea treatment will be required. For approved domestic dogs and cats, a \$150 non-refundable pet deposit is required, from which a \$55.00 flea treatment will be provided and scheduled at move out. In addition, pet rent in the amount of \$30.00 a month shall be added to the rental account of the pet owner. For approved caged animals, a \$75.00 refundable pet deposit is required and no additional pet rent shall be due monthly.

**A. LIABILITY:** The Tenant(s) is responsible for any and all damages caused by his/her pet; this includes, but is not limited to: doors, carpet, trim, vinyl floors, porch and deck rails, trees, shrubs, and grass. If such items are damaged, and cannot be satisfactorily repaired, Tenant(s) must pay for the satisfactory replacement of damaged items which may be demanded by the Landlord, upon occurrence. Tenant(s) shall be strictly liable for the entire amount of injury to the person or property of others, caused by such pet, and Tenant shall indemnify Landlord for all costs of litigation and attorney's fees resulting from the same. Please refer to Pages (5-6) of the Resident Policy Guide. If there is ever an unapproved pet in the townhome, an illegal pet fine of \$75.00 will be applied for the first day and \$25.00 each week thereafter until the animal leaves the premises. In addition, any damage caused by the illegal pet will be remedied and a flea treatment will be required.

**B. VIOLATIONS:** If any of the rules or provisions of the pet agreement are violated at any time, by Tenant(s), their guests, family or invitees, Tenant(s) shall, at the Landlord's option, immediately and permanently remove the pet from the premises upon written notice from the Landlord. If Tenant(s) refuses to remove the pet, the Tenant shall be considered in default of the lease and the Landlord shall proceed with all rights afforded under Section 19.

**C. INSPECTIONS:** To insure all aspects of the conditional pet agreement are being met, the Landlord shall conduct an initial 30 day pet inspection. It shall be the sole determination of the Landlord to extend conditional pet approval as a result of this inspection. In the event that the Landlord suspects serious violations to the agreement are occurring, and /or receives any complaints regarding the approved pet/pet owner's care of the animal residing in the townhome, the Landlord shall have the right to conduct random pet inspections to insure compliance with all pet policies.

**D. REMOVAL:** Where the Landlord requires removal of a pet from the townhome, or where the tenant voluntarily removes the pet from the townhome, the obligation of the pet owner to continue to pay pet rent, shall end on the due date of the next month's rent after when the pet has been removed. There shall be no temporary suspension of pet rent in the summer month's or holidays, and in both instances, the pet owner, all roommates and the guarantor of the pet owner, shall sign a release certifying that the pet has been permanently removed from the townhome.

**19. FAILURE TO PAY RENT; BREACH OF COVENANTS; BANKRUPTCY:** In the event of (1) Tenant's breach of this lease and/or Resident Policy Guide, or breach of this lease and/or Resident Policy Guide

by Tenant's agent, family, friends, or guests (2) Tenant's abandonment of the premises; or (3) the filing of bankruptcy or insolvency proceedings by or against Tenant or the appointment of a Receiver or Trustee of his property, or (4) Landlord not receiving any payment of rent or other charge by the fifth day of the month for which it is due, (5) Tenant's denial of any rights reserved in this lease to Landlord, (6) the use of the premises by the Tenant or others for any illegal purpose, Landlord shall have the right as permitted under applicable Virginia law to (A) enter and retain possession of the premises by any lawful means and remove Tenant and his effects by an appropriate unlawful detainer and subsequent eviction proceedings or otherwise, hold the premises as if this Lease had not been made; or (B) to proceed legally for rent; provided that Landlord's recourse to any of these remedies shall not deprive it of any other action or remedy permitted by law. Should Landlord pursue any of the remedies listed, Tenant shall be liable as follows:

- A. For all installments of rent and other charges for the remainder of the term of this Lease, which shall immediately become due and payable?
- B. For all expenses which may be incurred by Landlord in connection with re-renting the Premises, including, but not limited to, brokerage, advertising and other such administrative expenses
- C. For any Court costs incurred by Landlord for collection of unpaid rent and other charges under this Lease including, but not limited to, reasonable attorney's fees. This Lease and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, and the parties agree that proper jurisdiction and venue over any legal proceeding that may arise pursuant to a default of any of the Lease terms shall be in the General District Court or the Circuit Court for the County of Rockingham, Virginia.
- D. For a collection fee of no less than 30% and or reasonable attorney's fees of the amount sued for under this Lease, payable to the agent for, but not limited to, the Agent's cost for processing all civil papers, research, case investigation, conferences with counsel, collection expense, etc.
- E. Tenant expressly authorizes Landlord or Landlord's Agent, (including a collection agency) to obtain Tenant's consumer credit report, which Landlord or Landlord's Agent may use if attempting to collect past due rent payments, late fees or other charges from Tenant, both during the term of the Lease and thereafter.
- F. To Landlord for any administrative fees or fines imposed by the Association for violations of the Association's policies or damage to the Association's property as outlined in the Resident Policy Guide.

**20. PARTIAL PAYMENTS:** Acceptance by Landlord of partial payment of rent and other charges shall not be considered or construed to waive any right of Landlord, or affect any notice or legal proceedings, unless both parties shall agree otherwise in writing. Any payment made after initiation of court proceedings, or after Tenant receives notice of material non-compliance or other breach of the Lease, will be accepted with reservation. Where Tenant offers in writing reasonable cause of inability to pay the full amount of the rent when due and where Landlord agrees in writing a schedule of timely and consistent partial payments may be utilized to enable Tenant to fulfill his or her obligation to pay rent under this Lease. Landlord's agreement to such a method of payment shall not, however, operate as an acceptance of this method beyond the month for which it is utilized without the consent of Landlord to extend it to one or more additional months, and in no way constitutes a waiver of Landlord's rights under this Lease.

**21. EXTENDED ABSENCE:** If Tenant is gone from premises for more than 7 days except holidays and summer vacation, Tenant must notify Landlord in writing of this absence. Said notification will give management authority to enter unit whenever deemed necessary to periodically assess the condition of the townhome especially as it pertains to maintenance and security issues. Failure to provide this notice will constitute a breach of lease and therefore allow Landlord to proceed with the provisions detailed under Section 19.

**22. DISCLOSURES:** Kimberlee D. Young, is a licensed real estate agent in the Commonwealth of Virginia, and has ownership interest in Pheasant Run Townhomes LLC. Pheasant Run employees work for the Landlord of the property which they manage.

**23. REPRESENTATIONS MADE IN RENTAL APPLICATION:** This lease agreement was entered into based upon the statements made by applicant in the rental application. These representations have been incorporated herein and if found untrue constitute a default and may be grounds for immediate termination of lease by the Landlord.

**24. FACSIMILE AND ELECTRONIC SIGNATURES:** All parties to this agreement agree to accept facsimile and/or electronic signatures as if they were original signatures and without disputing the validity of such signatures.

**25. NO ORAL STATEMENTS** shall be binding unless consented in writing.

**26. NOTICE TO TENANT:** Tenant should exercise whatever due diligence Tenant deems necessary with respect to information on any sexual offenders registered under Chapter 23 (sec. 19.2-387 et seq.) of Title 19. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000.

**27. TENANT AND GUARANTOR ACKNOWLEDGE THE READING AND UNDERSTANDING OF THIS LEASE AND ACKNOWLEDGE IT IS INCLUSIVE OF ALL THE TERMS AND CONDITIONS** herein and all policies outlined in the Resident Policy Guide hereto attached. Tenant and guarantor agree that this lease constitutes the entire agreement and understanding between the parties and no other unless based in writing and signed by all parties to this lease agreement may apply. All parties whose names appear on this agreement as Tenant and as Guarantor shall be jointly and severally liable to Landlord for rent as well as any deposits required herein. The acceptance of this lease is conditional based upon receipt of Tenant and Guarantor signatures or Tenant meeting the qualifying guidelines in lieu of a Guarantor signature. Guarantor must be deemed acceptable to the Landlord. This lease becomes a binding lease upon signature of resident and guarantor.

**AGREED AND UNDERSTOOD: (TENANT AND PARENT GUARANTOR, please print and sign your name, include your social security number, local address and phone number).**

TENANT \_\_\_\_\_

GUARANTOR \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

Signature \_\_\_\_\_

SAMPLE