

# DEED OF LEASE

This RESIDENTIAL DEED OF LEASE ("Lease") is made on \_\_\_\_\_, between

**Timothy L. Deaver**  
**Kristi Deaver**

("Landlord") and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
("Tenant")

**1. PREMISES.** The Landlord leases to the Tenant and the Tenant leases from the Landlord, the Premises and all improvements (to include all fixtures, appliances, equipment and systems) described as follows:

Street Address: **3924 Red Bird Lane,**  
**Woodbridge Virginia, 22193**  
Subdivision: **Cardinal Crest**  
County/City: **Prince William County.**

**2. LEASE TERM.** The Term ("Lease Term") will begin at noon on xxxx xx, 2014, and end at 5pm on xxx xx, 20XX.

**RENT:** The total Rent for the initial Lease Term shall be \$                   . Monthly installments of **\$2,400.00** are due in advance on the first day of each month beginning xxxx xx, 2014, without demand or deductions. If the Lease begins on other than the first day of the month, the rent shall be prorated with \$ 0.00 due on XXXX (date) for the period XXXX through XXXXXX. Only one rent check will be accepted per property each month.

This Lease   shall not be extended automatically from month to month upon the same terms and conditions as set forth in this Lease. Prior to the expiration of the initial Lease Term or expiration of any extended Term, either of the parties may give the other at least **30** days written Notice of intention not to extend or to renew this Lease. If this lease is extended, **30** days prior written Notice by either party shall be required to terminate this Lease. This Notice shall be received no later than the first day of the month and the tenancy shall terminate on the last day of the following month. In the absence of Notice from either party, this Lease shall be extended automatically from month to month. Should Tenant fail to vacate as scheduled, the per diem rent rate will double.

**3. LATE PAYMENT AND RETURNED CHECKS.** Installments of rent not received by the Landlord on or before the due date are late and a default under this Lease. If any installment of rent is not received by the Landlord within 5 days from the due date, the Tenant agrees to pay an administrative charge of **10% monthly rent**. The Tenant also agrees to pay the Landlord an additional charge of **\$50.00** for each returned check. The Landlord has the right to require that all payments be made by money order, cashiers check or certified check and that the entire payment be made by one instrument payable to the Landlord.

**4. FAILURE TO PAY RENT.** Failure to pay any installment of rent, or additional fee, when due is a default under this Lease. If Tenant does not pay rent within 5 days after receipt of written Notice of non-payment and intention to terminate Lease, the Landlord may terminate this Lease. Unpaid rent for the entire remaining Lease Term shall become immediately due and payable. Upon termination, the Landlord shall be entitled to: A. Possession of the Premises, B. Any unpaid rent, additional rent, and administrative charges, C. Any damages sustained, D. Court costs and reasonable attorney's fees, and E. All other remedies provided by law or equity.

**5. MANAGEMENT.** The Premises will be managed by the Landlord. Address: 5065 Willow Oak Place, Dumfries, VA 22025, Phone: 703-583-3779.

**6. APPOINTMENT OF RESIDENT AGENT BY NONRESIDENT LANDLORD.** Any individual nonresident of Virginia who owns and leases residential real property consisting of more than four units in Virginia shall have and continuously maintain an Agent who is a resident and maintains a business office within the Commonwealth of Virginia. The Landlord designates:

Name: N/A Street Address: N/A Virginia,  
Zip Code: N/A, Phone Number: N/A, as the Resident Agent.

**7. TRUTHFULNESS OF THE RENTAL APPLICATION.** The Tenant warrants that the statements made on the Rental Application ("Application"), which are made a part of this Lease, are material representations that have been relied upon by the Landlord. If any material facts in the Application are untrue, the Landlord shall have the right to terminate this Lease, to hold the Tenant liable for any and all damages to the Premises, to exercise all legal and equitable rights and remedies, and to recover reasonable attorney's fees and costs, and all costs to release property.

**8. USES.** Tenant will use Premises solely as a **single-family residence** for only those adults and children listed on the Application and those children born, adopted, or placed under the legal care of the Tenant hereafter, and for no other purpose. No portion of the Premises shall be sublet or assigned without the prior written consent of the Landlord. Occasional visits by guests, not to exceed 2 weeks during any consecutive 12-month period are permitted without the prior written consent of the Landlord. The Tenant shall not use or allow the Premises to be used for any disorderly or unlawful purposes and shall comply with all applicable laws, ordinances and Rules and Regulations. This Lease may be terminated at the option of the Landlord in case of any nuisance, excessive noise, disturbance or conduct offensive to any other occupant of the building or neighborhood. Tenant expressly agrees not to allow controlled substances or illegal drugs of any type or paraphernalia used in connection with such substances on the Premises.

The Landlord shall have the right to terminate this Lease upon receipt of a preponderance of evidence that indicates an immediate threat that materially affects the health or safety of either the Landlord or other tenants. For example, the sale or disposition of dangerous drugs or drug paraphernalia on the Premises shall be considered such an immediate threat. In such event, the Landlord shall give the Tenant written Notice of termination with the time of vacating to be commensurate with the urgency of the situation. The Tenant shall vacate and surrender possession of the Premises to the Landlord within the time period specified in the Notice of termination.

**9. VEHICLE PARKING.** No motor vehicle, trailer or motorcycle shall be parked on the Premises without current license plates and jurisdictional tax stickers. All such vehicles must be in operating condition. Vehicles may be parked only in garages, driveways, assigned spaces, or in the street, as regulated by the Owners' Association Rules.

**10. PET(S).** The Tenant and/or Tenant's guest shall not keep pet(s) on the Premises without the prior written consent of the Landlord. Consent may be rescinded if the Tenant does not comply with all Association Documents, Rules and Regulations, and local ordinances. The Tenant assumes all liability and responsibility for any and all damages caused by pet(s) and pledges to restrain or secure pet(s) when access is needed. Written consent is hereby granted only for the pet(s) listed on the Application.

**11. COMPLIANCE WITH ASSOCIATION DOCUMENTS.** Tenant must abide by the Rules and Regulations of the Cardinal Crest Home Owners' Association, which are available to Tenant. Failure to comply with the provisions of the Association Documents or Rules and Regulations shall constitute a breach of this Lease. All costs incurred to cure such a breach shall be paid by the Tenant. This Lease grants the Tenant the right to use the allowable common areas and facilities of the Owner's Association for the Lease Term. Annual Home Owner Association fees are included in the rental amount and are paid by the Landlord.

**12. UTILITIES.** Tenant must make any required deposits and pay for the following utilities:  water,  sewer,  gas,  electricity,  other phone/cable/etc. during the Lease Term. Trash removal is included in the rental fee and paid by the Landlord.

**13. LANDLORD MAINTENANCE.** Except as otherwise noted the Landlord shall maintain the Premises in good repair and tenantable condition and shall be responsible for repairs not due to the fault or negligence of the Tenant during this Lease.

**14. FIXTURES AND APPLIANCES.** The Landlord shall provide as part of the Premises all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, installed wall-to-wall carpeting, and smoke and heat detectors, and those items checked YES below. Any fixtures and appliances provided in "as is" condition need not be repaired, replaced or maintained by the Landlord. Those items checked AS-IS are provided in as is condition, with any faults and Landlord will have no duty to maintain or repair such items.

Yes	No	As Is	Yes	No	As Is
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Gas Stove / Range
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhaust fan/range hood
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refrigerator w/ice maker
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disposer
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Microwave oven
					Freezer
					Ceiling fan(s) # _2 (1 with remote)
					Fireplace screen/door
				<input type="checkbox"/>	Window treatments
				<input checked="" type="checkbox"/>	Garage opener w/remotes # _2_

**15. SMOKE DETECTORS.** The Landlord certifies to the Tenant that smoke detector(s) have been installed in accordance with the law. It is the responsibility of the Tenant to check smoke detector(s) periodically during the tenancy, to replace batteries as necessary and to report any malfunctions in the smoke detector(s) to the Landlord in writing.

**16. SECURITY DEPOSIT.** Prior to the beginning of the Lease Term, the Tenant shall deposit the sum of **\$2,450.00 plus any applicable pet deposit (\$200.00 per approved pet)**, ("Security Deposit") to be held by **The Landlord**. The Security Deposit will be placed in a federally insured depository and accrue interest to the account holder. The Security Deposit is to insure full compliance by the Tenant of all provisions of this Lease, including but not limited to Tenant obligations with respect to property damage caused by the Tenant, guests, and/or pet(s). If the costs of repairs, replacements, or Landlord's other damages exceed the Security Deposit the Tenant shall pay for such excess costs. **The Tenant cannot use the Security Deposit for any payment of rent or other obligations.**

If the Tenant fails to comply with any provisions of this Lease, the Landlord may use any part of or retain all of the Security Deposit for the payment of the following: any unpaid administrative or other charges, utilities, any amount the Landlord may expend because of Tenant's noncompliance with this Lease, including any damages or deficiency in the releasing of the Premises, whether accruing before or after reentry by the Landlord.

Within 30 days after termination of the tenancy and vacating the Premises the Landlord shall return to the Tenant any remaining amount of the Security Deposit, (or a statement showing charges to be paid against the deposit) provided the Tenant has performed all obligations under this Lease, returned all keys, passes and documents, and surrendered the Premises in the same condition as at the beginning of the Lease Term, except for reasonable wear and tear. Unless evidence of payment of final utility bills has been provided to the Landlord, a minimum of \$200.00 may be withheld from the Security Deposit to pay any unpaid utility bills.

If during the Lease Term, including any extension, renewal or holdover, any part of the Security Deposit shall be used by the Landlord in accordance with the terms of this Lease or applicable law, the Landlord shall provide Notice to the Tenant of such use and shall provide an itemized list of charges within 30 days. The Tenant shall immediately deposit with the Landlord a sum equal to the amount used so that the full Security Deposit is on hand at all times during the Lease Term.

The Landlord shall provide Notice to the Tenant of the name, address and telephone number of the new Agent or new Landlord in the event of a change in rental management or the sale, transfer or assignment of the Landlord's interest in the Premises or in this Lease. In the event of a sale, transfer or assignment of the Landlord's interest in the Premises or this Lease, the Landlord shall transfer the Security Deposit, be released from all liability, and the Tenant shall look to the new Agent or Landlord for the return of the Security Deposit.

**17. MOVE-IN INSPECTION.** Within 5 days after the beginning of the Lease Term, the Landlord shall submit a written report to the Tenant itemizing the condition of the Premises at occupancy. This report shall be deemed correct unless the Tenant submits additional items in writing within 10 days after the receipt of the report. This report is for information only and does not constitute an agreement to decorate, alter, repair or improve the Premises. Any such request for repairs must be in writing.

**18. TENANT OBLIGATIONS. Tenants must keep Landlord informed of all telephone numbers.** The Tenant shall not deliberately destroy, deface, damage, impair, or remove any part of the Premises, nor permit any person to do so. The Tenant shall pay for any repairs or replacements made necessary due to deliberate, accidental or negligent acts or omissions of the Tenant, Tenant's family, guests, employees or pet(s). The Tenant is responsible for:

- A. Maintaining the Premises in a clean and sanitary condition and disposing of all trash, garbage, and waste in sealed containers.
- B. Using and operating all appliances, equipment and systems in a safe and reasonable manner and not to overload any system. Tenant must drain outside water spigots each fall. In the event the plumbing at the Premises is frozen or obstructed due to the negligence of the Tenant, Tenant's family or guests, the Tenant shall pay immediately the cost of repairing frozen pipes or cleaning such obstruction and any additional costs associated with the repair (e.g., drywall, carpets, etc.).
- C. Furnishing and replacing all light bulbs and fuses as needed and changing furnace and air conditioner filters at least every 2 months.
- D. Clearing of all drains and toilets and maintaining caulking around tubs and showers, maintenance of all carpeting and flooring in a clean and good condition, replacement and payment for glass and screen breakage.
- E. Cutting, watering and maintaining the lawn and pruning shrubbery. The lawn shall be fertilized a minimum of twice per year (spring and fall). Weeds must be controlled in a reasonable manner. The automatic irrigation system shall be used during the normal growing season. Landlord will provide irrigation system turn-on service in the Spring and turn-off / draining service in the Fall.
- F. Promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, drains and grounds free of leaves and other debris.
- G. Promptly reporting in writing to the Landlord any defect, damage, or breakage. Failure to report shall make the Tenant liable for the repair of any additional damage. This provision does obligate the Landlord to repair or correct such defects, breakage, malfunction or damage.
- H. The cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to keep appointments with service persons who require access in order to make scheduled repairs. Any request for repair is understood to mean that permission to enter the Premises to make the repair has been given by the Tenant.
- I. Making any repairs, alterations, or additions required by any governmental authority, Owners' Association, insurance company or the Managing Agent due to the Tenant's use.
- J. The control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets, and rodents during occupancy. Upon vacating the Premises, the Tenant shall be responsible for the elimination of all such pests and vermin.

**19. LANDLORD CONSENT REQUIRED.** The Tenant is required to submit a written request, including any plans for restoration, to the Landlord and obtain the Landlord's written consent for any of the following: A.) Remodeling, making any structural change, alteration, addition, or decoration, including papering and painting of the Premises. B.) Installing, attaching, removing, or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antenna or satellite dish, wood burning stoves, fireplace inserts or kerosene heaters. C.) Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hanger nails which are permitted). D.) Affixing any object containing an adhesive backing to any surface in the Premises. E.) Attaching plant hooks to the ceiling. F.) Rekeying locks, installing additional locks or security systems. The Tenant must provide the Landlord with a duplicate of all keys and instructions on how to operate all locks and/or systems. G.) Installing iron safes, water beds, or any other extra-heavy objects.

**20. INSURANCE.** The Tenant must maintain an insurance policy which provides public liability, protects their personal property and names the Landlord as additional insured. Tenant shall provide Landlord with a certificate of such insurance. The Tenant will do nothing and permit nothing to be done on or about the Premises which will increase the cost of or cause the cancellation of any fire or other insurance policy covering the Premises. All of the Tenant's personal property located or stored at the Premises shall be Tenant's sole risk. The Tenant shall indemnify and hold harmless the Landlord from any loss or damage to such personal property. The Landlord and/or the Owners' Association shall not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises.

**21. REQUIREMENTS.** The Tenant shall provide the Landlord with current home and work telephone numbers, and provide Notice to the Landlord of all changes. The Tenant shall provide Notice to the Landlord if the Tenant intends to be absent from the Premises for more than 14 days. If the Tenant fails to provide Notice to the Landlord, the Landlord may consider the Premises abandoned, reenter and re-rent, treating the Tenant's personal property as abandoned. The Landlord shall not be liable to the Tenant for these actions. The Tenant shall remain liable for rent due, damage, repairs and any expenses incurred under this Lease until the Premises are rented or the expiration of the Lease Term, whichever occurs first. The Landlord may re-rent the Premises on terms identical to or different from this Lease, and for any amount

Please initial/date. Tenant \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Landlord \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

of rent. The Tenant shall be responsible for any deficiency in rent collected. The Tenant shall not place or display any sign, advertisement or Notice on any part of the Premises. The Tenant shall not create or permit any lien upon the Premises or Tenant's interest in this Lease.

## **22. COSTS OF ENFORCEMENT, WAIVER OF EXEMPTIONS, SEVERABILITY AND STATUTORY REQUIREMENTS.**

A. The Tenant shall pay all costs, expenses, fees and charges incurred by the Landlord in enforcing, by legal action or otherwise, any of the provisions of this Lease, including the payment of reasonable attorneys' fees, and the Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of this Lease.

B. If the Tenant fails to perform any of the provisions of this Lease (other than failure to pay rent when due), or upon abandonment of the Premises, the Landlord shall give written Notice to the Tenant specifying the particular non-compliance and the Landlord may terminate this Lease not less than 30 days after receipt of such Notice unless the Tenant remedies the non-compliance within 21 days in a manner acceptable to the Landlord. In addition to any costs of enforcement, the Landlord shall be entitled to possession of the Premises, rents and other fees due as well as rents due for the entire remaining Lease Term and any other rights or remedies to which it is entitled at law or in equity. If the Landlord does not pursue Lease termination when non-compliance is noted or accepts additional rents, it does not constitute a Waiver or acceptance of the non-compliance. The Landlord reserves the right to take future action against non-compliance.

C. No Waiver of any breach of any provision contained in this Lease, or compromises or settlement relating to such a breach shall operate as a Waiver of the provision itself, or any subsequent breach. All individual provisions in this Lease shall be severable. If any one or more such provision is determined by any court or administrative body to be unenforceable, or to be in conflict with any law of any applicable jurisdiction such determination shall have no effect whatsoever on the remaining provisions of this Lease.

D. In the event that the provisions of any applicable statute, including without limitation the *Virginia Residential Landlord and Tenant Act*, apply to this Lease and are inconsistent with the provisions of this Lease, the provisions of the applicable statute shall control and this Lease shall be deemed to be amended to comply with such provisions.

**23. ACCESS TO THE PREMISES.** The Landlord or designated representative(s), upon reasonable notification to the Tenant and at reasonable times, may enter the Premises in order to do any of the following: A.) Inspect the Premises. B.) Make necessary or agreed upon repairs, decorations, alterations, or improvements. C.) Supply necessary or agreed services. D.) Place a "For Sale" or "For Rent" sign upon the Premises and a REALTOR® Lockbox/Keysafe and to show the Premises to prospective purchasers 90 days prior to the end of the Lease Term or to prospective tenants 60 days prior to the end of the Lease Term. E.) Show property to prospective purchasers by appointment any time within Lease term. Tenant will remove or secure any pet(s) on the Premises when property is on the market or when repairs are scheduled.

Whenever possible the Landlord shall make arrangements for contracted workers to coordinate with the Tenant the time and date when workers may enter the Premises in order to accomplish repairs or services. It then shall be the Tenant's responsibility to insure that these workers have access to the Premises at a time and date convenient to both Tenant and workers during the regular business hours of the firms doing the work. If the Tenant refuses to allow or prevents access, the Tenant shall bear any additional expense, such as after-hours or overtime fees, incurred by the Landlord. Refusal of the Tenant to allow access is a breach of this Lease. The Landlord may take legal action to compel access or may terminate this Lease. In either case, the Landlord may recover actual damages sustained and reasonable attorneys' fees. In case of emergency, where it is impractical for the Landlord to give reasonable notification to the Tenant of the Landlord's intent to enter the Premises, or in case the Premises have been vacated, abandoned, or surrendered by the Tenant, the Premises may be entered by the Landlord or designated representative(s) without notification and without the consent of the Tenant.

## **24. TRANSFER OF LANDLORD.** Not Applicable.

**25. EARLY TERMINATION OF OCCUPANCY.** The Tenant shall not be released from liability for rent and other charges due under this Lease unless the Landlord agrees in writing to release the Tenant from such liability.

**26. TRANSFER OF TENANT.** Tenant shall have the right to terminate this Lease if the Tenant (i) is transferred 35 miles or more (radius) from the Premises by the employer stated on the Rental Application, (ii) is discharged or released from active duty with the Armed Forces of the United States or from full-time or technician status with the Virginia National Guard, or (iii) as a member of the Armed Forces of the United States or on full-time or technician status with the Virginia National Guard, is ordered to report to government supplied quarters resulting in the forfeiture of basic housing allowance. In cases not covered by the Soldiers and Sailors Civil Relief Act, the termination shall be effective on the last day of the second calendar month following the month in which the Landlord receives the Notice of termination. In cases covered by

the Soldiers and Sailors Civil Relief Act, the termination shall be effective not less than 30 days after the Landlord receives written Notice of such termination from the Tenant. The Tenant shall provide a copy of the Tenant's transfer of orders, the final month's rent (prorated to the effective date of termination) and the following:

- A. 1 month's rent if the Tenant has completed fewer than 6 months of the tenancy as of the effective date of termination,
- OR**
- B.  $\frac{1}{2}$  of 1 month's rent if the Tenant has completed 6 months or more but fewer than 24 months of the tenancy as of the effective date of termination.

**27. BANKRUPTCY.** In the event the Tenant is adjudicated a bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written Notice and the Premises shall be surrendered to the Landlord who reserves the right to repossess the Premises.

**28. LEAD-BASED PAINT.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not maintained properly. Lead exposure is especially harmful to young children and pregnant women. The Premises  were not  were built before 1978. If built before 1978, the **Lead-Based Paint Disclosure** and EPA information book "**Protect Your Family from Lead in Your Home**" are attached.

**29. CONDEMNATION.** In the event that the Premises or any part of the Premises is taken by any authority exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by the condemning authority. The Tenant waives all claims against the Landlord or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award which the Landlord may receive.

**30. SUBORDINATION.** This Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting the Premises or the building in which the Premises are located and any modifications, renewals or extensions to such mortgages or deeds of trust. Although the subordination provision of this section shall be deemed automatic, the Tenant shall, within 5 days after the request, execute any documents requested by the Landlord to effect subordination. If the Tenant fails to do so, the Tenant irrevocably appoints the Landlord as the Tenant's attorney-in-fact to execute the documents on behalf of the Tenant.

**31. NOTICE.** Any Notice provided for or permitted in this Lease to be given by one party to the other shall be mailed as certified United States mail, return receipt requested, or delivered personally if within the Washington, D.C. Metropolitan Area; and shall be deemed to have been given on the date of such mailing or personal delivery.

**32. DEATH OF A TENANT OR LANDLORD.** If the Tenant(s) or Landlord(s) should die during the Lease Term, the surviving Tenant/Landlord or the estate of the decedent may terminate this Lease by giving 30 days written Notice and a copy of the death certificate to the other party. This right of termination of the Lease must be exercised within 90 days following the death of the party.

**33. MOVE-OUT INSPECTION.** The Landlord, within 5 days of receipt of Notice of the Tenant's intent to vacate the Premises, shall make a reasonable effort to advise the Tenant of the time and date of the check out inspection. Tenant has the right to be present at the Landlord's inspection of the Premises. The inspection will be made to determine what portion of the Security Deposit will be returned to the Tenant and whether the Tenant may be liable for damages exceeding the amount of the Security Deposit. **Prior to the inspection, the Tenant shall:**

- A. Have carpets, gutters and chimney cleaned by a professional company acceptable to the Landlord and provide copies of all paid receipts.
- B. Have the Premises professionally treated for fleas and ticks if pets have been present and provide a paid receipt.
- C. Eliminate all household pests and vermin from the interior of the Premises.
- D. Change all air filters on furnace and air conditioning units.
- E. Ensure that the Premises, including kitchen, baths and all appliances, floors, walls and windows, are thoroughly cleaned, grass is cut and trash removed.
- F. Have all light bulbs and smoke detectors in working order.
- G. Return all keys, garage door openers, passes and documents provided.

**34. SALE TO TENANT.** In the event the Tenant purchases Premises there may be commission due under separate agreement. This paragraph does not give Tenant an option or right to purchase the Premises. In case of a sale of the premises, the Tenant will be given the first opportunity to purchase said premises.

Please initial/date. Tenant \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Landlord \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**35. MISCELLANEOUS.** The conditions contained in this Lease are binding on, and may be legally enforced by the parties, their heirs, executors, administrators, successors and permitted assigns, respectively. The captions and headings are for convenience of reference only. This Lease contains the final and entire agreement of the parties and neither they nor their Agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained in this Lease. Any provision of this Lease may be modified, waived or discharged only in writing signed by the party against which enforcement of such modification, Waiver, or discharge is sought. Wherever the context requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include the other gender. Any provision of this Lease which requires the payment of "attorney's fees" or "reasonable attorney's fees" shall only be valid to the extent permitted by law.

**36. FIRE OR CASUALTY DAMAGE.** In the event the Premises are damaged by fire or casualty, the Landlord may repair the damage within a reasonable time after Notice of damage from Tenant or terminate this Lease by Notice to Tenant. If Premises are uninhabitable, Tenants may leave immediately and end this Lease as of the date of departure with 14 days Notice to Landlord. If fire or casualty was caused by Tenant, his guest or employees, the Tenant shall not have the right to terminate this Lease and the Tenant shall be liable for the rent through the Lease Term.

**37. COUNTERPARTS.** This Lease may be executed in any number of copies or by Fax each of which shall be considered an original but all of which together shall be the same Lease.

**38.** The following are attached and made a part of this Lease:

Pet(s) Addendum  
 Other \_\_\_\_\_

**39.** If Tenant is not a United States citizen and is a member of a diplomatic mission or staff, civil diplomatic immunity with regard to the terms of this Lease is hereby waived. The undersigned Tenant expressly waives any laws which confer immunity against judgment or possession of Premises or judgment for rents or damages for breach of Lease.

**40.** This Lease is not subject to the Virginia Residential Landlord and Tenant Act.

**41. ADDITIONAL TERMS.**

1. Tenant acknowledges and agrees the initial rental payment must be made in certified funds.
2. Tenant agrees to provide Landlord/Agent with copy of Renter's Insurance binder prior to occupancy.
3. The Tenant is responsible for the first \$95.00 of all repair / service calls.
4. ABSOLUTELY NO SMOKING PERMITTED IN THE PREMISES.

**TENANTS SIGNING THIS LEASE SHALL BE JOINTLY AND SEVERALLY LIABLE.**

**LANDLORD:** \_\_\_\_\_  
\_\_\_\_\_  
**Timothy L. Deaver**

\_\_\_\_\_  
**Date**

**LANDLORD:** \_\_\_\_\_  
\_\_\_\_\_  
**Kristi L. Deaver**

\_\_\_\_\_  
**Date**

**TENANT:** \_\_\_\_\_  
\_\_\_\_\_  
Printed name \_\_\_\_\_

\_\_\_\_\_  
**Date**

**TENANT:** \_\_\_\_\_  
\_\_\_\_\_  
Printed name \_\_\_\_\_

\_\_\_\_\_  
**Date**