

## RESIDENTIAL LEASE

### 1. PARTIES.

Landlord:

Name: Terry and Patti Shulman

Address: 1226 Middle River Rd.

Staunton, VA 24401

Tenants:

Craig Larson and Jeanine Giles *Larson*

**2. LEASE & PREMISES.** Landlord hereby leases to Tenants, and Tenants hereby lease from Landlord the premises located at 821 West 30<sup>th</sup> St Richmond VA 23225

**3. APPLICABLE LAW.** The Virginia Residential Landlord and Tenant Act (Virginia Code Title 55, Chapter 13.2) shall govern this rental. Tenants are advised to read the Act as well as Virginia Code Title 55, Chapter 13, before signing this lease.

**4. TERM.** The term of this tenancy shall run from August 15, 2008 through August 14, 2008. This lease shall automatically renew, unless Tenant or Landlord provides written notice to the other of termination of the tenancy at least 60 days prior to the termination of the lease.

**5. RENT.** Tenants shall pay to the Landlords the sum of Twelve Hundred and Fifty Dollars (\$1250.00), which will be due and payable on the 15<sup>th</sup> day of each and every month. Tenants shall pay rent by mailing it to Landlords at the address above. Tenants shall assume the risk that the rent payment may be lost in the mail and that they may be required to remit another payment in the event that the first payment does not reach Landlord. Tenants should take all necessary precautions to ensure the safe and prompt delivery of each rent payment. Landlord shall consider rent received by mail after the due date as timely paid as long as it is post-marked by the due date.

**6. LATE CHARGE.** Tenants shall pay a late charge of 5% of any rental amount not received by Landlord at the above address by 5:00 p.m. on the fourth day after the date the rent is due.

**7. DISHONORED CHECKS.** If one of Tenants' checks bounces, Landlord may require rent payments to be made by cash, money order, cashier's check, or certified check. Tenants shall pay a service charge of \$25.00 for each check returned unpaid by the payor bank for any reason. This service charge shall be added to the rent payment due for the month in addition to the late charges described above.

**8. SECURITY DEPOSIT.** Landlord acknowledges that he has received the sum of \$1250 from Tenants as a security deposit. Landlord may, as allowed by law, deduct from the security deposit the amount of damages incurred by him due to Tenants' breach of this lease. Tenants are not entitled to have the security deposit applied to late or unpaid rent.

Tenants hereby acknowledge that Landlord is entitled to have the full security deposit available to apply to any damages for the entire term of this lease, any renewal of this lease, and any holdover period. If, during the course of the tenancy, Landlord makes a lawful deduction from the security deposit, Tenant shall deposit an amount equal to the deduction within ten days of receiving notice from the Landlord to do so.

At the termination of the tenancy, Tenants shall surrender the premises in good order and condition, reasonable wear and tear excepted. Tenants shall pay all reasonable cleaning and repair costs for any conditions beyond reasonable wear and tear.

After termination of the tenancy and delivery of possession (including return of all keys), Landlord shall return the unused portion of the security deposit, any accrued interest and an itemized list of the deductions as required by law. Additionally, Landlord shall provide copies of all bills used to determine the deductions. Tenants shall provide Landlord written notice of their forwarding addresses on or before termination of the tenancy.

**9. MOVE-IN CONDITION.** Landlord shall deliver the premises and all common areas to the Tenants in a clean, safe, and habitable condition, free of pests and visible mold, with all smoke detectors installed in the premises in proper working condition.

**10. POSSESSION.** Landlord shall be ready to deliver possession of the premises to Tenants at the start date of the tenancy.

**11. SUBLEASES & ASSIGNMENTS.** Tenants shall not sublease or assign this lease without the prior, written permission from the Landlord. Landlord shall not unreasonably deny permission to sublease or assign.

**12. USE OF PREMISES.**

Tenants shall use the premises only as a residential dwelling. Tenants shall not use the premises or permit any guests to use the premises for any unlawful activities or to unreasonably interfere with the rights, comforts, or conveniences of their neighbors or other Tenants.

**13. ATTORNEY'S FEES AND LITIGATION.** If Landlord takes legal action against Tenants for breach of this lease, Tenants shall pay Landlord for all expenses incurred by Landlord related to said violations, including reasonable attorney's fees, court costs, and other expenses associated with the preparation and execution of legal action and collection of the debt. Said rights afforded to Landlord under this agreement are reciprocal to Tenants, who may also collect such fees and costs in the event Landlord breaches this Lease.

**14. RESERVATION OF RIGHTS.** If rent is unpaid when due, and Tenants fail to pay rent within five days after written notice is served notifying the Tenants of the non-payment and of Landlord's intention to terminate the lease if the rent is not paid within the five-day period (i.e. within five days of service of the "Five Day Pay-or-Quit Notice"), the landlord may terminate

the lease and proceed to obtain possession of the premises in accordance with the law. Acceptance of rent after the five-day period shall not act as a waiver of Landlord's rights and Landlord hereby reserves all rights to receive payment of rent after the five-day notice and proceed in court for possession of the premises and all other remedies allowed by law.

**15. PROPERTY DAMAGE & MAINTENANCE.** Tenants shall promptly notify Landlord of any defects in or damages to the plumbing, sanitary, electrical, gas, heating, or cooling systems as well as any leaks in the roof or evidence of structural damage. Tenants shall not repair these defects or damages without obtaining the prior, written permission of Landlord, which Landlord may reasonably refuse; however, Tenants shall take reasonable steps to prevent additional damage.

Tenants shall pay Landlord's reasonable expenses for repairing damages caused by Tenants and their guests, reasonable wear and tear excepted. Landlord shall present a written, itemized bill with copies of receipts for material and outside labor before demanding payment. Landlord shall not consider payment as being late until fifteen (15) days after presentment of the bill.

Tenants shall ensure the lawn is mowed at least once every two weeks during April through September and in no case shall Tenants allow grass and weeds to exceed six inches in height at any time during the year. Landlord shall be responsible for all other yard maintenance and for having the gutters cleaned.

**16. NO ALTERATIONS OF THE PREMISES.** Tenants shall not alter or permit any alteration of the premises, including but not limited to paint, wallpaper, structural alterations or removals, and additions of fixtures (including TV antennae or satellite dish receivers), without the prior, written permission of Landlord. This clause pertains to any alterations made inside AND outside the premises, including changes to the surrounding land or common areas. Landlord shall not unreasonably withhold consent in the event Tenants wish to re-paint or re-wallpaper the residence, provided that Tenants agree to restore the premises to its original condition upon the expiration or termination of the lease.

**17. EXTENDED ABSENCES & ABANDONMENT.** If all of the Tenants will be absent from the premises for a period in excess of ten (10) days, Tenants shall give Landlord advance, written notice of the absence. If Tenants fail to do so, Landlord may consider the premises abandoned and avail himself of all lawful remedies.

**18. MOVE-OUT INSPECTION.** Tenants may request to be at a move-out inspection to be held within seventy-two (72) hours of Tenants' delivery of possession to Landlord. If Tenants wish to be present at such an inspection, they shall give Landlord written notice two weeks in advance.

**19. UTILITIES.** Tenants shall maintain water, sewer, gas, and electrical utility service at the premises starting on or before the start of the tenancy and until possession of the premises is returned to Landlord. Tenants shall ensure that the heat is maintained at a temperature sufficient to prevent freezing of pipes during cold periods.

**20. RENTER'S INSURANCE.** Landlord is not responsible for damages to Tenants' property not caused by Landlord. Tenants are advised to obtain renter's insurance to cover the loss of any of their property. Liability coverage is also recommended.

**21. PETS.** Tenants shall be permitted to keep two cats on the premises.

**22. WAIVER OF BREACH.** No waiver of any breach of this lease on any one occasion shall be construed to operate as a general waiver of another breach on a subsequent occasion. If any breach occurs and is later settled by the parties, this lease shall still continue to bind the parties until amended, in writing, by the parties.

**23. JOINTLY AND SEVERAL LIABILITY.** All Tenants shall be jointly and severally liable for all Tenant obligations (rent, damages, and other). The Landlord may collect the entirety of any damages from any one or all Tenants, no matter which Tenant is actually responsible.

**24. INCORPORATION & MODIFICATION.** This Lease is the complete and entire agreement between the parties and all prior agreements and understandings, both written and oral, have been incorporated herein. It may only be modified or amended by executing another written document signed by all parties or their authorized agents.

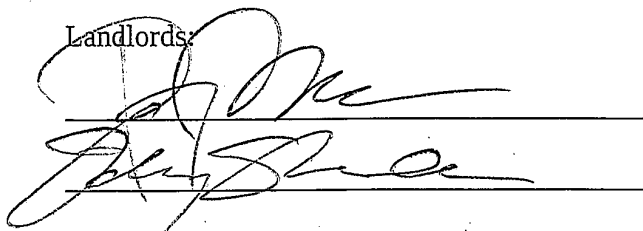
**25. SEVERABILITY.** The provisions of this lease are severable, and if any part of the Lease is held illegal, invalid, or inapplicable to any person or circumstance, the remainder of this lease shall remain in effect.

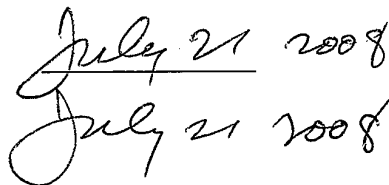
**26. GUARANTORS.** The Guarantors hereby unconditionally guarantee payment to Landlord all amounts due or that become due from Tenants to Landlord under this lease.

**27. CONDITION.** This lease is conditional on being signed by all parties named on page 1.

We, the undersigned, hereby represent that we have read this entire lease and agree to be bound by its terms and conditions.

Landlords:

  
\_\_\_\_\_  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
\_\_\_\_\_  
Date