



TIDEWATER ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE

THIS LEASE is made on _____ 19_____, between Owner and Tenant jointly and severally, who have agreed as follows.

1. **DEFINITIONS:** Whenever the following capitalized words are used in this Lease, they shall have the meanings shown below:

Owner:		Tenant:		Agent: (company) Address:	
Premises:				Term:	
Starting Date:		Ending Date:		Renewal Period:	
Renewal Notice Period:		Renewal Notice Period:		Renewal Notice Period:	
Rent: \$ _____ per month		Initial Rent: \$ _____		Late Date: _____ days after due date	
Late Fee:		Late Fee:		Late Fee:	
Default Interest Rate% per annum (not to exceed 12%)				Returned Check Charge: \$ _____	
Default Pet Rent: \$ _____				Default Pet Rent: \$ _____	
Security Deposit: \$ to be held by <input type="checkbox"/> Agent or <input type="checkbox"/> Owner				Included Utilities:	
Assignment Fee: \$ _____		Maximum Occupancy:		Noise Zone:	
Accident Zone:		Accident Zone:		Accident Zone:	

2. **LEASE OF PREMISES:** Owner leases the Premises to Tenant on the following terms for use only as a private dwelling and for occupancy by no more than the Maximum Occupancy. Owner and Tenant agree that this Lease shall be subject to the Virginia Residential Landlord Tenant Act, as modified from time to time (the "VRLTA").

3. **AGENT:** Owner appoints Agent as Owner's agent in connection with this Lease. Agent is authorized to manage the Premises on behalf of Owner, and is authorized to act on behalf of Owner, including for purposes of service of process and receiving and receipting for notices and demands. Any action taken or waiver given by Agent shall be as effective as if taken or given by Owner. Owner and Tenant agree that Agent is an intended beneficiary of this Lease and shall be entitled to enforce this Lease. Tenant acknowledges that this agency relationship was disclosed in this Lease or the application, whichever was given to Tenant first.

4. **TERM:** The Term shall commence on the Starting Date and end on the Ending Date. THE TERM OF THIS LEASE SHALL AUTOMATICALLY RENEW for additional periods equal to the Renewal Period each, but either party may avoid a renewal by giving the other party notice of nonrenewal prior to the expiration of the then current Term by at least the Renewal Notice Period. Owner may change any of the terms of this Lease effective as of any renewal date by giving Tenant notice of the new term(s) at least 15 days more than the Renewal Notice Period before a renewal date. If Tenant fails to terminate this Lease to be effective on that renewal date, as provided above, Tenant shall have accepted all new or changed terms.

5. **RENT:** Tenant shall pay the Initial Rent with this Lease for the initial partial month; thereafter, Tenant shall pay Rent by check or money order monthly in advance on the first day of each month WITHOUT DEDUCTION, OFFSET OR DEMAND at Agent's address above. If any Rent is not received by Agent by the Late Date, Tenant shall pay the Late Fee. Furthermore, if any amount is not paid when due, it shall thereafter bear interest at the Default Interest Rate. Tenant further agrees to pay the Returned Check Charge for each check not honored by the bank. Owner or Agent may require all payments to be made by certified funds. Owner may apply any payments received to any obligations then owed by Tenant, in any order and in Owner's discretion.

6. **HOLDING OVER:** If this Lease or Tenant's right of possession is terminated and Tenant fails to vacate the Premises when required, Owner may immediately bring an action for possession of the Property. In addition, Tenant shall pay Owner rent at a rate equal to 150% of the rent payable immediately prior to termination, for each month, or part of a month, that Tenant fails to deliver possession of the Premises to Owner. Tenant shall also be liable for any other damages Owner and Agent may incur as a result of Tenant's failure to vacate the Premises. Time is of the essence for all of Tenant's obligations under this Lease.

7. **SECURITY DEPOSIT:** Tenant has deposited the Security Deposit for the faithful performance of all terms and conditions of this Lease including, but not limited to, the return of all keys and surrender of the Premises in good and clean condition, reasonable wear and tear excepted, at the completion of the Term. Tenant may not use any of the Security Deposit as the last month's rent. Owner may transfer the Security Deposit to any subsequent owner if the Premises are sold during the Term. The Security Deposit, less any damages or other offsets, shall be mailed to Tenant, together with an itemized list of deductions, within thirty (30) days after termination or expiration of the tenancy and surrender of the Premises. Agent may retain any interest on the Security Deposit not required by law to be paid to Tenant. If any portion of the Security Deposit is used before the end of the Term, Tenant shall immediately, upon notice from Owner, restore the amount so used.

8. **DELIVERY CONDITION:** Should Owner be unable to deliver the Premises to Tenant as agreed through no fault of Owner, then neither Owner nor Agent shall be liable for any resulting damages nor shall this Lease terminate; however, Tenant shall not be liable for any rent until the Premises are available for Tenant to take possession. Tenant may terminate this Lease if Owner fails to deliver the Premises within 30 days of the Starting Date. Tenant acknowledges that the Premises are in a fit and habitable condition, including all required smoke detectors, except for such items that shall be reported by Tenant to Agent in writing within five (5) days of occupancy. Damages not so noted may be charged to Tenant at termination.

9. **UTILITIES:** Tenant shall pay for all utilities (including stormwater management fees) and services except the Included Utilities, which shall be paid by Owner.

10. **PETS:** Tenant shall not permit any animals, wild or domestic, on the Premises without the prior written consent of Owner. Owner may withhold or condition that consent in Owner's discretion. If Tenant violates this provision of this Lease, Tenant shall pay Owner the Default Pet Rent for each month the violation continues, as additional rent. In addition, Owner may require Tenant to remove the animal or terminate this Lease. Regardless of Owner's consent, Tenant shall be liable for any damages caused by the animal, including carpet cleaning/replacement and pest treatment, even if not discovered until up to 30 days after the end of the Term. If Tenant permits an animal on the Premises, Tenant must have all carpets professionally cleaned and the Premises professionally exterminated at the end of the Term, with receipts provided to Agent.

11. **EARLY TERMINATION BY MILITARY PERSONNEL:** If Tenant is a member of the armed forces of the United States or a member of the Virginia National Guard serving on full-time active duty or as a Civil Service technician with a National Guard unit who (1) has received permanent change of station orders to a duty station which is not within a thirty-five (35) mile radius from the Premises; (2) has received temporary orders for over three months to such a station; (3) is discharged or released from such duty or technician status, or (4) is ordered to report to government-supplied quarters resulting in a forfeiture of basic allowance for quarters, Tenant may terminate this Lease by giving Owner written notice stating the date this Lease will terminate together with a cashier's or certified check for liquidated damages under this section. The date of termination must be at least thirty (30) days after Owner receives the notice and not more than sixty (60) days before the change in status. Prior to termination, Tenant must provide Owner a copy of the official orders of change in status or a letter confirming the orders signed by the Tenant's commanding officer. If Tenant terminates this Lease pursuant to this section, Tenant shall pay Landlord liquidated damages for the early termination equal to (1) one month's Rent if the termination date is less than six months after the initial Starting Date or (2) one-half of one month's Rent if the termination date is more than six months, but less than twelve months, after the initial Starting Date.

12. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease or sublet any or all of the Premises without Owner's written consent. Tenant shall pay Owner the Assignment Fee for administrative purposes in connection with any request for consent to any sublease or assignment. Any request for consent to any sublease or assignment must be on forms provided by Agent. Owner's consent to any sublease or assignment shall not waive Owner's right to approve or disapprove of any future sublease or assignment. Owner may assign this Lease at any time without the consent of Tenant.

13. **ALTERATION/REPAIR:** Tenant shall not perform any renovation/alteration without Owner's prior written consent, including, but not limited to, carpeting, painting, wallpapering or staining. Without Owner's prior written consent, Tenant shall not change existing or install new (A) heat/air conditioning equipment, (B) antennae/cable connections, (C) telephone outlets, (D) appliances, (E) lighting fixtures, or (F) locks. Any improvements will become a permanent part of the Premises and may not be removed at termination of Lease; however, Owner reserves the right to require Tenant to return the Premises to its original condition. Tenant shall give Owner prompt notice of all accidents to or malfunctions of any part of the Premises. Repairs shall be made at Owner's discretion and with due diligence, and Tenant shall pay for all repairs caused by the acts or omissions of Tenant, his family, guests or agents. Tenant shall promptly report and pay the cost of repair or replacement of all broken or damaged glass, screens, doors, and wood, regardless of the cause of the damage, including acts of strangers. Tenant shall not place on the Premises water beds, portable heaters, or woodburning stoves without written permission of Owner. Tenant shall keep the Premises in clean and sanitary condition and free of vermin and other pests. Tenant shall have the carpet professionally cleaned by a cleaning company approved by Owner (a) at least once a year and (b) at the termination of this Lease. Tenant shall have the fireplace and chimney professionally inspected and cleaned annually; have all air conditioning/heating filters cleaned/changed monthly; regularly inspect all smoke detectors to see that they are working properly; replace all smoke detector batteries as necessary; and keep all plumbing free of grease and foreign matter. Tenant shall provide Owner copies of receipts for all carpet and chimney cleaning, which shall be performed by contractors approved by Owner. Unless the Premises are part of an apartment or a condominium complex which provides such services, Tenant shall maintain the lawn, flowerbeds, and shrubs in a neat and healthy condition and keep gutters and downspouts clear.

14. **ACCESS:** Upon reasonable notice to Tenant, Owner and Owner's duly designated representatives may (1) enter the Premises to (A) inspect, (B) make necessary repairs, alterations or improvements, (C) exhibit the Premises to prospective purchasers, tenants, contractors, etc., and (2) place "For Sale" or "For Rent" signs on the Premises. In case of emergency or abandonment, or if notice to Tenant is impractical under the circumstances, Owner may enter without prior notice. Tenant shall give notice to Owner of any anticipated absence from the Premises in excess of seven (7) days and, during such absence, Owner may enter the Premises. If Tenant fails to give such notice, Owner may recover any damages sustained. If Tenant refuses access to Owner as provided herein, Owner may obtain injunctive relief to compel access or terminate this Lease. In either case, Owner may recover actual damages sustained and reasonable attorney fees.

Initials of Tenant(s): _____

15. LIABILITY: Neither Owner nor Agent shall be liable for any injury or damage to persons or property from any cause unless such damage shall be adjudicated to be a deliberate or negligent act on their part. Tenant shall give Owner and Agent prompt notice of any defect/damage. Tenant shall indemnify and hold harmless Owner and Agent from all claims and shall protect his persons and contents on Premises by insurance, copy to be provided upon demand. Nothing in this Lease shall be construed to relieve Owner of any liability to Tenant under the law, to the extent prohibited by the VRLTA.

16. FIRE/CASUALTY: Tenant shall not permit any act or omission which will increase the fire hazard or rate of insurance on the Premises or any property thereon including, but not limited to, the use of any portable heaters and woodburning stoves. Tenant shall obey all federal, state and municipal laws and regulations. Except as otherwise provided, if the Premises are damaged by fire, enemy action or other casualty, Owner shall repair the damage within a reasonable time. If the Premises are damaged to such an extent that the enjoyment is substantially impaired, Tenant may immediately vacate the Premises and within fourteen days thereafter, notify Owner in writing to terminate this Lease, in which case, this Lease terminates as of the day of vacating. However, if the damage was caused by a deliberate or negligent act of Tenant, his family, guests or agents, Tenant shall not have an option to terminate, and Tenant shall be liable for all rent for the unexpired term of this Lease, without abatement, unless Owner elects to terminate this Lease, a right which Owner reserves in any event of substantial damage to the Premises.

17. CONDEMNATION: If all or a substantial part of the Premises shall be acquired for any public use by the right of eminent domain, or deeded in lieu thereof, this Lease shall terminate on the date of such taking. All condemnation awards shall be the sole property of the Owner.

18. UNLAWFUL USE/DISTURBANCES: Tenant shall not use, or permit to be used, the Premises for any unlawful purpose, nor for any nuisance. Tenant shall not make or permit to be made any noises which would interfere with the rights of others or their peaceful enjoyment of their property.

19. APPLICATION: This Lease is entered into based upon information given by Tenant on an application which is incorporated into and made a part of this Lease. Tenant must advise Owner and Agent in writing of any changes to any information on the application. Owner may terminate this Lease if Tenant materially misrepresented any information provided on the application.

20. DEFAULT: If Tenant or any other person on the Premises with Tenant's permission violates any of the provisions of this Lease or any Rules, or if the Premises are vacated/abandoned, Owner shall be entitled, in addition to any other rights and remedies to which Owner may be entitled by law or in equity, (A) to terminate this Lease and obtain possession of the Premises, (B) to any unpaid rent and other charges, (C) to injunctive relief and (D) to other damages, including the costs of necessary cleaning and repair, all costs of releasing the Premises, and the cost of replacing all locks. In addition, at Owner's option, all installments of rent for the balance of the then current Term shall be due and payable. If Tenant pays all remaining rent by reason of acceleration and Owner thereafter relets the Premises, then Owner shall return the accelerated rent to Tenant, but only to the extent the total payments received by Owner from Tenant and the new tenant relating to the Term exceeds the rent due under this Lease for the balance of the Term plus all damages incurred by Owner, including court costs, attorney fees, commissions, and all costs of reletting. Any amount to be returned shall be reduced by 10% to cover Owner's administrative efforts. All of Owner's remedies shall be cumulative, and the exercise of one or more remedies shall not be a waiver of any other remedy. Tenant shall pay all costs, expenses, fees and charges incurred by Owner and Agent in enforcing any of the provisions, covenants, and conditions of this Lease, including reasonable attorney fees (to the extent not prohibited by applicable law), and Tenant waives the benefit of any homestead, bankruptcy or similar exemption laws with respect to this Lease. If any provision of this Lease is invalid, the other provisions shall remain in effect.

21. WAIVER: Owner or Agent's waiver of one or more defaults by Tenant shall not be considered a waiver of any subsequent default. **NOTICE: ACCEPTANCE BY OWNER OR AGENT OF RENT WITH KNOWLEDGE OF A MATERIAL NONCOMPLIANCE BY TENANT UNDER THIS LEASE, OR ACCEPTANCE BY OWNER OR AGENT OF PERFORMANCE BY TENANT THAT VARIES FROM THE PROVISIONS OF THIS LEASE OR ANY RULES OR REGULATIONS ADOPTED BY OWNER OR AGENT SHALL NOT CONSTITUTE A WAIVER OF SUCH BREACH OR VARIANCE, AND ANY SUCH ACCEPTANCE OF RENT OR PERFORMANCE SHALL BE WITH FULL RESERVATION OF ALL OF OWNER'S AND AGENTS RIGHTS AND REMEDIES. ACCEPTANCE BY OWNER OR AGENT OF PARTIAL PAYMENT OF ANY RENT SHALL BE ON ACCOUNT OF THE ACTUAL RENT, AND NO ENDORSEMENT ON ANY CHECK OR ANY OTHER LETTER ACCOMPANYING ANY PAYMENT SHALL BE DEEMED A SATISFACTION AND ACCORD, BUT OWNER OR AGENT MAY ACCEPT SUCH PAYMENT WITHOUT PREJUDICE TO ANY RIGHTS TO COLLECT THE BALANCE DUE. TENANT ACCEPTS THIS NOTICE AS NOTICE PURSUANT TO SECTION 55-248.34 OF THE VRLTA.**

22. ORAL PROMISES/HEIRS: This Lease, together with Tenant's application and the Rules which are attached hereto, constitutes the entire agreement among the parties and, except as provided in paragraph 1, may not be modified or changed except by written agreement executed by Owner and Tenant. The Rules may be modified by Owner from time to time upon written notice to Tenant. This Lease shall be construed, interpreted, and applied according to Virginia law and the VRLTA, and it shall be binding and inure to the benefit of the heirs, successors, assigns (as permitted), and administrators of the parties.

23. NOTICES: Any notice to be given to Tenant under this Lease shall be deemed given when hand delivered to any person residing at, or posted on the front door of, the Premises or when deposited in the United States Mail via first-class or certified mail and addressed to the Tenant at the Premises. Any notice to be given to Owner or Agent shall be deemed given when deposited in the United States Mail via certified mail or when hand delivered and addressed to Agent at the address indicated above.

24. AICUZ: Owner and Tenant acknowledge that, as of the date of this Lease, the Premises are located in the aircraft Noise Zone and/or Accident Zone.

25. EQUAL OPPORTUNITY: Owner and Agent are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, elderliness, or national origin. The Premises are offered and leased without regard to race, color, religion, sex, handicap, familial status, elderliness, or national origin.

26. OTHER PROVISIONS:

THIS IS A LEGALLY BINDING CONTRACT. IF ANY OF THE TERMS ARE UNCLEAR TO YOU, SEEK COMPETENT ADVICE BEFORE SIGNING.

OWNER _____ TENANT _____

TENANT _____

By _____

TENANT _____

This form may be used only by members in good standing of the Tidewater Association of REALTORS®.



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