



MASTIN, KIRKLAND, BOLLING, INC.
PROPERTY MANAGEMENT
3801 Electric Road, SW
Roanoke, Va. 24018
Phone: (540) 989-4555
Fax: (540) 774-6396



THIS LEASE AGREEMENT, made the _____ day of _____ 20____ by and among

_____ and _____
 (hereinafter called "Landlord") (hereinafter called "Tenant")

_____ and MASTIN, KIRKLAND, BOLLING, INC. (hereinafter called "Agent")

WITNESSETH

THAT IN CONSIDERATION of the premises, rents and covenants herein expressed, Landlord hereby leases to Tenant, and Tenant hereby rents and hires from Landlord, upon the terms and conditions herein set forth, that certain property known as

(hereinafter called "Premises") for the term commencing the _____ of _____ 20____ and ending

_____ 20____ and Tenant covenants and agrees to pay as rental the total sum of \$ _____ due and payable in monthly installments of \$ _____ each on the first day of each calendar month of said term in advance, time being of essence,. Upon execution of this lease, Tenant shall also pay a proportionate part of the monthly rental for the part of a month, if any, from the commencement of the term to the first day of the first full calendar month of the term. Rentals shall be deemed paid when received at **3801 Electric Road, SW, Roanoke, Va. 24018** or such other place as Landlord may from time to time designate to Tenant in writing. Tenant covenants and agrees to pay an additional charge or rental the sum of \$ _____ for each rental payment not paid within five (5) days of the due date thereof and also the sum of \$ _____ for each check returned unpaid because of insufficient funds or any other reason.

1. USE OF PREMISES: The premises shall be used only as a private residence.

2. NOTICE REQUIRED TO TERMINATE: Unless terminated by either Landlord or Tenant by written notice to the other at least _____ days prior to the end of the term, as herein above set forth, this lease shall continue thereafter, upon the same terms and conditions and at the same rent, for successive renewal terms of _____ month(s) each until prior to the end of any such renewal term, either of said parties has given the other at least _____ days written notice to terminate. Time is of the essence of this agreement. Notice must be given at first of month.

3. REMOVAL OF PROPERTY FROM PREMISES: Tenant shall not vacate the premises or remove his personal property therefrom before the expiration of this lease unless Tenant shall have paid to Landlord the unpaid balance of all rentals hereunder reserved, whether then due or thereafter to become due, or shall have given bond or other security therefore satisfactory to Landlord.

4. LANDLORD'S RIGHTS UNDER DEFAULT: Upon breach of any covenant herein made by Tenant or upon the vacation or desertion of the premises by Tenant during the term hereof, the total of all unpaid rentals herein reserved shall thereupon, at the option of Landlord, immediately become due and payable and to the extent permitted by law, Landlord shall have the right, without any prior demand or notice and without any liability to Tenant, to terminate all rights of Tenant hereunder, to re-enter the premises, to levy on and sell the property of Tenant found upon the premises for rent, to lease the premises to others upon such terms and conditions as Landlord deems reasonable and to collect and apply the rent therefrom in payment of the rent due from Tenant. The rights and remedies herein reserved to Landlord are cumulative to those now and hereafter provided at law and in equity, and Landlord, his agents, personal representatives and assigns shall have the right to exercise any of the said rights and remedies or to insist upon a strict performance of Tenant's obligations and covenants hereunder shall not be a waiver or relinquishment for the future of such covenants and obligations, but the same shall remain in full force and effect.

5. ASSIGNMENT AND USE: Tenant shall have no right to assign or sublet the premises or any part thereof or to assign for the benefit of others any of Tenant's rights and privileges hereunder without the prior written consent of Landlord. Tenant understands and agrees that Landlord's consent may be conditioned upon the payment of a fee. Notwithstanding any consent so given, Tenant shall remain liable for the performance of Tenant's obligation hereunder unless otherwise expressly stated in Landlord's consent. The consent by Landlord to assignment or subletting shall not constitute a waiver of the necessity for Landlord's consent to any subsequent assignment or subletting. The prohibition of this paragraph applies to any assignment that might occur either voluntarily or by operation of law. Without the prior written consent of Landlord, no persons other than Tenant shall occupy the premises at any time.

6. UNAUTHORIZED REPAIRS: The Landlord shall have no liability or responsibility whatsoever for any repairs made or arranged by Tenant unless prior thereto Landlord has given consent in writing, and Tenant will indemnify Landlord and save it harmless against all claims, damages, liabilities and expenses in connection with any unauthorized repairs so made or arranged.

7. DAMAGE BY FIRE OR ELEMENTS: If the premises should become damaged by fire, the elements or other casualty, Landlord shall proceed with diligence to repair the premises, provided however, that Landlord may elect in the alternative to terminate this lease. In which event, Tenant shall be notified within twenty (20) days after the damage. If Landlord shall determine that more than thirty (30) days are required to repair the premises, the rent shall abate from the date of damage. If Landlord shall determine that more than ninety (90) days are required from the time of damage to repair the premises, Tenant shall have the right to terminate this lease upon written notice to Landlord.

8. LIABILITY OF LESSOR: Neither Landlord nor Agent shall be liable for any injury or damage to persons or property either caused by or resulting from falling plaster, dampness, overflow or leakage upon or in the property of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliances, or leakage, or obstruction of soil pipes, nor for any injury or damage from any other cause, unless any such injury or damage shall be the result of willful misconduct or negligence of Landlord or Agent and Tenant shall give prompt notice to Landlord or Agent of any of the foregoing occurrences however caused. Tenant must have renter's insurance and show proof.

9. CARE OF PREMISES: Tenant agrees to use in a reasonable manner the premises and all parts thereof and all appliances and appurtenances now or hereafter in the premises, including locks, trimmings, plumbing and electrical fixtures and at Tenant's expense to restore and repair all parts of the premises and property furnished by Landlord and contained therein which may at any time be consent. Tenant agrees to keep the premises clean and safe at all times and to leave the premises in as good repair as found at the commencement of the tenancy, natural wear and tear accepted. Tenant agrees not to keep or use or permit the storage or use of any combustible or explosive materials in or about the premises. In the event Landlord shall determine that any conduct or omissions by Tenant are in conflict with any provisions or requirements of insurance policies upon the buildings and grounds of which the premises are a part, then upon written notice from Landlord to Tenant, Tenant agrees to correct immediately any conduct or omissions so conflicting. If tenant shall fail to comply promptly with any of the covenants in the paragraph contained or if Landlord shall incur any damages, loss or cost because of the carelessness, ignorance or neglect on the part of the Tenant or any other persons using the premises, then the Landlord at his options may take all steps necessary in Landlord's judgment to have repairs or replacements made, losses restored or the premises cleaned and Tenant shall promptly pay Landlord's expenses incurred therefore with the next installment of rent and upon Tenant's failure so to do, Landlord shall have the right to collect such costs and expenses in the same manner as herein or by law provided for the collection of delinquent rentals. Tenant shall be responsible for the professional cleaning, vacuuming and shampooing of all carpeting in the premises, if any there be, and dirty carpeting shall be professionally cleaned and shampooed at Tenant's expense during the term hereof and upon termination of the tenancy providing a paid receipt to the Landlord. Tenant shall have the obligation to install draperies having a white lining over all windows and sliding glass doors in the premises.

10. ENTRY FOR INSPECTION AND OTHER PURPOSES: Tenant hereby agrees and consents that Landlord, Landlord's agents and others designated by any of them shall have the right to enter the premises at all reasonable times for the purpose of inspecting or showing the premises for sale or rent, or making any repairs or routine maintenance that Landlord may deem necessary or desirable, including without limitation, insect or pest extermination, whether or not Tenant or any of Tenant's household be present and Tenant further agrees this is reasonable and proper. It is the intent of this paragraph that Landlord have the right to enter the premises to the fullest extent granted and permitted by law. It shall be the responsibility of Tenant to notify Landlord prior to any absence by Tenant and his household from the premises for a period exceeding seven (7) days.

11. STORE ROOM: Tenant understand and agrees that all store rooms and storage areas are provided by Landlord gratuitously and as an accommodation to Tenant, and all articles of property kept by Tenant in such rooms or areas shall be at the Tenant's sole risk, and Landlord undertakes in no respect to provide or protect against the loss or damage to any property stored therein.

12. UTILITIES AND OTHER SERVICES: Except in the case of emergency and events beyond the control of Landlord, Landlord will use its best efforts to furnish _____

_____ to the Tenant without additional rental or charge, except as hereinafter provided. The parties understand and agree that from time to time it may become necessary to interrupt any one or more of the said services for as long as necessary to make repairs or to improve the condition of Landlord's equipment in and about the premises. Any interruption in the said services not due to the willful or negligent failure of Landlord to supply such services shall in no way affect or diminish the obligations and covenants of Tenant in this lease contained or render Landlord liable for any damage sustained by Tenant as a result thereof. Tenant agrees to use the utilities and equipment on and about the premises in a reasonable manner and further especially agrees to keep all windows and doors closed whenever a heating or cooling system is in operation. The excessive use of any utilities furnished by Landlord shall be at the expense of the Tenant. Without Landlord's prior consent in writing, Tenant shall install or use no air conditioning, washers, dryers or other similar mechanical equipment in the premises. If during the term of this lease the rate for utilities paid for by Landlord shall be increased, then Landlord at its option shall determine in good faith the amount of money which fairly approximates the additional cost of utilities for which Landlord, on an average, will be responsible each month. The amount so determined, divided by the total number of apartments in the building of which the premises are a part, shall be an additional monthly rental which Tenant hereby agrees to pay on the first day of each remaining month beginning with the installment of rental next due after written notice from Landlord of the increase.

13. CONDUCT OF TENANT: Tenant will not use the premises for any illegal or immoral purposes. Tenant will not cause or permit any other persons to cause disturbance in the buildings or on the grounds of which the premises are a part or to obstruct, annoy, or in any way interfere with the rights, comforts or convenience of the residents and their visitors. Tenant expressly agrees that no musical instruments, stereos, televisions or radios shall be played or operated in the premises between the hours of 11:00 p.m. and 8:00 a.m. if any noise produced thereby shall go beyond the interior of the premises.

14. DELIVERY OF POSSESSION: In the event that Landlord is unable to deliver possession of the premises at the commencement of the tenancy, then Landlord agrees to use whatever efforts are in its determination reasonable to secure possession of the premises for Tenant, including the recovery of possession as against a former occupant wrongfully holding over but in no event, except for the willful and deliberate conduct of Landlord, shall Landlord be liable to Tenant for any delay in possession notwithstanding the provisions of the foregoing sentence. Tenant shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this lease until the premises are available for occupancy by Tenant. Except as provided in paragraph 17 hereof, if the premises are not available for occupancy by Tenant within thirty (30) days after commencement of the term hereof, then either Landlord or Tenant may terminate this lease without further responsibility of one to the other upon five (5) days written notice to the other.

15. SUCCESSORS AND ASSIGNS: This lease and the covenants herein contained shall insure to the benefit of and be binding of and be binding upon Landlord, its personal representatives, successors and assigns, and shall be binding upon Tenant, his personal representatives and assigns and shall inure to benefit of Tenant, but shall inure to the benefit of no persons holding under Tenant unless Landlord in writing has consented to the succession, sublet or assignment, as the case may be.

16. ENTIRE AGREEMENT: This lease contains the entire agreement and understanding among the parties. No prior representation, inducement, promise or agreement, either oral or written, not herein expressed or specifically referred to shall be given any force of effects. No subsequent modifications or alterations of this lease shall be effective unless expressed in a writing signed by all parties.

17. ENFORCEMENT OF OBLIGATION: When in the course of exercising its rights and remedies hereunder, Landlord has resorted to the advice or other services of an attorney and is by law entitled to the recovery of attorney's fees, Tenant covenants and agrees to pay the same. Tenant expressly agrees to pay in cases involving the collection of money, one third of all amounts due from Tenant to Landlord and agrees that any such sum shall be deemed reasonable. Tenant further agrees to pay all reasonable costs and expenses in addition to attorney's fees that are incurred by Landlord in the exercise of its rights and remedies hereunder. As to Tenant's obligations hereunder, Tenant hereby waives the benefit of all homestead exemption laws of the Commonwealth of Virginia and of the United States.

18. COMPLETION OF APARTMENT: Notwithstanding the provisions of paragraph 13 hereof, if this lease agreement is made prior to the construction or completion of the apartment or other dwelling unit constituting the premises and the same shall not be ready for occupancy on the commencement date specified herein, then in those events the said commencement date shall be construed to mean the date as of which the premises are ready for occupancy and Landlord has notified Tenant thereof. In that event, the monthly rental shall be prorated from the date that the premises are ready for occupancy and Tenant has been notified thereof until the first day of the next full calendar month, and the term hereof shall continue thereafter for the same number of complete calendar months as originally contemplated. If Landlord shall determine that the premises cannot be made ready for occupancy within sixty (60) days of the date originally contemplated for the commencement of the tenancy, then either party by five (5) days written notice to the other may terminate the tenancy hereby created. In no event shall Landlord be responsible to Tenant for failure to have the premises completed on the commencement date herein above set forth.

19. SECURITY DEPOSIT: Landlord acknowledges the receipt from Tenant of \$_____ security for the faithful performance by Tenant of his obligation hereunder. In the event of any breach or failure of Tenant hereunder, then Landlord shall have the right to use and apply the said security in the manner provided and permitted by law. Within seventy-two (72) hours following termination of the tenancy, Landlord will make a final inspection of the premises to determine appropriate charges, if any, against the security. If Tenant shall well and faithfully perform his obligation thereunder, then within forty-five (45) days after termination of the tenancy and delivery of possession of the premises to Landlord, Landlord shall return the amount of the security, together with interest, if any, required by law to be paid thereon, to Tenant. No part of the said security shall be applied by Tenant for payment of any part of the rentals hereunder reserved or in satisfaction of any other monetary obligation of Tenant hereunder, and the Tenant shall pay rentals herein required as though no security were ever made.

20. NO PETS PERMITTED: Tenant understands and expressly agrees that no cats, or dogs or other animals, wild or domestic, will at anytime during the term of this lease be kept or permitted in the buildings and grounds of which the premises are a part unless Landlord's express written consent is given thereto. Landlord may, but shall have no obligation to permit Tenant and other residents to keep pets in and about the premises, subject to certain rules and regulations from time to time adapted, including without limitation the assessment of additional rental and security. The prohibition of this paragraph is continuing. Tenant expressly agrees that if any pets are brought or permitted in or about the premises without Landlord's prior written consent and without the prior payment of additional pet charges, if any, are by Landlord imposed, Landlord shall have the right, among all other, to terminate the tenancy and declare all rentals immediately due and payable.

21. FALSE INFORMATION: Tenant agrees that Landlord shall be entitled to all applicable remedies as if a default by Tenant has occurred at any time that Landlord shall determine that information given or contained in Tenant's application for this lease is false.

22. CAPTIONS AND HEADINGS: Captions and headings contained in this lease are for convenience and reference only and shall in no way diminish or otherwise affect the provisions of each paragraph herein stated.

23. SEVERABILITY OF LEASE PROVISIONS: Landlord and Tenant agree that if any word, phrase or other provisions of this lease shall be declared by a competent tribunal having jurisdiction of the subject matter to be invalid or unenforceable, the remainder of the lease shall be unaffected thereby and shall remain and continue in full force and effect, unless the survival of such remainder shall be grossly inequitable to either Landlord or Tenant.

24. JOINT AND SEVERAL LIABILITY: If two or more individuals shall execute this lease as Tenant, the liability of each such individual to pay rent and perform all other of Tenant's obligations hereunder shall be deemed to be joint and several.

25. This lease is to be governed and construed in all respects and enforced according to the laws of the Commonwealth of Virginia and the Virginia Residential Landlord Tenant Act (VRLTA).

ADDITIONAL COVENANTS:

- 26. In the event of lock outs, the Tenant may obtain a key at the agents office during normal working hours.
- 27. Attached are Maintenance Instructions for property. Tenant is responsible for these instructions. Tenant acknowledges move out requirements.
- 28. Tenant is to maintain smoke detectors.
- 29 Security deposit may not be used as last month's rent.
- 30. Teant acknowledges that this is a non-smoking property
- 31. Tenant acknowledges move-out requirements.
- 32. _____
- 33. _____
- 34. _____

35. In addition to security deposit shown in paragraph 19 above, rent in the amount of \$_____ is hereby acknowledged.

A \$75.00 key deposit is required at move in.

WITNESS the following signature and seals on this the day and year first above written:

Tenant	(Seal)	Tenant	(Seal)
Tenant	(Seal)	Landlord or Agent	(Seal)