

# 1. Residential Lease

## 1.1 PARTIES OF LEASE AGREEMENT

**(This is a legally binding contract. If not understood, seek competent advice before signing.)**

**Effective Date of This Lease:** 10/17/2022

**The property will be shown and made available to all persons without regard to any protected class under Federal, State or Local Fair Housing Law or Regulations, or the REALTOR® Code of Ethics. This Lease is governed by the Virginia Residential Landlord and Tenant Act.**

THIS LEASE AGREEMENT is made by and between Fullerton Properties, Inc. (Landlord), TENANT NAME REMOVED (Tenant); and through Pointe Realty Group, LLC "(Landlord's Broker/Agent)," who represents the Landlord, whose address is 408 East Atlantic Street, South Hill, Virginia 23970.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained therein, Landlord and Tenant agree as follows:

Landlord does hereby Lease and demise unto Tenant, and Tenant does hereby Lease and take from Landlord the Dwelling Unit located at: 622 E. 5th Avenue Kenbridge, VA 23944 herein after described as "Premises" or "Dwelling Unit," on the terms and conditions set forth in this Lease. Dwelling Unit is for the use of a private residence only. The terms "you" and "your" refer to the Tenant listed above. The terms "we", "us", "our", and "Landlord/Agent" refer to the Landlord and/or Landlord's Broker/Agent listed above.

## 1.2 LEASE DURATION

The terms of this tenancy shall commence on 11/01/2022 and end on 10/31/2023 . Unless you're entitled to terminate this Lease Contract, You will not be released from this Lease Contract for any reason, including, but not limited to: voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

## 1.3 OTHER OCCUPANT(S)

For the purpose of this Lease, occupancy by an unauthorized person for more than seven (7) calendar days consecutively, or fourteen (14) calendar days in any calendar year, without prior written consent from Us, will constitute occupancy of the Premises on a regular basis and will constitute a default under this lease. Guests must apply through our application process and sign lease if approved by us, or we may terminate the lease and/or file eviction for breach of lease agreement. All additional occupants are listed as follows: Jayveon Jordan, Ny'Shae Jordan, Daliyah Smith

## 1.4 RENTS DUE ORIGINAL TERM

You shall pay:

Rent \$1,600.00

**Total: \$1,600.00**

per month for rent without demand. The first month's rent and/or pro-rated rent amount of \$1,600.00 shall be due prior to you moving in. Rent payments can be made in the form of personal check, ACH debit via tenant portal, money order, or cashier's check. Your monthly rental payment should be payable to:

408 E Atlantic Street  
South Hill, VA 23970

We may change the terms of this lease in accordance with applicable law, and/or other modifications to the terms of the contract.

## 1.5 LATE FEE

If the rental payment is not received by 5:00 PM EST on the fifth calendar day of the month (including Weekends and Holidays), then there shall be a Late Fee assessed in the amount of 10% of Total Monthly Rent or 10% of the remaining balance due and Owed by Tenant, whichever is less.

Any rental payment received after legal action has been initiated by Us will be accepted with reservation and will be applied to the

delinquent rent due, but will not affect any legal action instituted by Us against You to recover delinquent rent and possession of the Dwelling Unit. On the fourth occurrence of a late payment, the Rent will be increased by \$50.00/monthly and the increase will apply to the entire remaining Lease Term.

## 1.6 PROCESSING FEE

The Tenant shall be responsible for a monthly processing fee of \$10.00 should tenant choose to pay their rent in our office with personal check, money order or cashier's check. This monthly fee covers the costs associated with processing funds.

## 1.7 RETURNED CHECKS

We reserve the right to require all monthly installments be made by money order or certified funds, or to require automatic or electronic payment. Checks that are returned for insufficient funds or otherwise, or a failed electronic funds transfer, will result in the following charges: (i) the late charges specified herein; (ii) the face amount of the dishonored payment; (iii) a reimbursement of any fee charged by the bank for such dishonored payment; (iv) an administrative processing fee in the amount of \$50; (v) legal interest from the date of the check or transfer; (vi) a civil recovery not to exceed \$250, if legal action is necessary; and (vii) all other amounts recoverable by Us pursuant to this Lease or by Law.

## 1.8 DISCLOSURE OF BROKER REPRESENTATION

**DISCLOSURE OF BROKERAGE RELATIONSHIP EXPLANATION TO CONSUMERS: REAL ESTATE LICENSEES IN VIRGINIA ARE REQUIRED BY LAW TO MAKE PROMPT WRITTEN DISCLOSURE OF ANY BROKERAGE RELATIONSHIP TO MEMBERS OF THE PUBLIC WHO ARE UNREPRESENTED. LICENSEES MUST ALSO MAKE WRITTEN DISCLOSURES AND OBTAIN TIMELY WRITTEN CONSENTS FROM THEIR CLIENTS BEFORE ENTERING INTO OTHER BROKERAGE RELATIONSHIPS. THIS IS NOTICE TO THE CUSTOMER TO SATISFY THIS REQUIREMENT AND TO HELP YOU UNDERSTAND THE NATURE OF THE BROKERAGE RELATIONSHIP OF THE LICENSEE. THE LICENSEE'S DUTIES: A LICENSEE MUST HAVE A WRITTEN BROKERAGE AGREEMENT TO REPRESENT A CLIENT AND A LICENSEE OWES HIS CLIENT CERTAIN DUTIES. A LICENSEE WHO IS NOT REPRESENTING YOU IN A TRANSACTION CAN NONETHELESS PROVIDE YOU OTHER VALUABLE INFORMATION AND ASSISTANCE. HOWEVER, YOU SHOULD ALWAYS KEEP IN MIND WHOM THE LICENSEE REPRESENTS IN YOUR TRANSACTION, AND THUS TO WHOM THAT LICENSEE OWES THE DUTIES DESCRIBED BELOW. WHOM DOES THE LICENSEE REPRESENT: POINTE REALTY GROUP REPRESENTS THE LANDLORD/OWNER IN ALL TRANSACTIONS.**

## 1.9 SECURITY DEPOSIT

The Deposits are as follows:

Move In Charge: Security Deposit	\$1,600.00
<b>Total:</b>	<b>\$1,600.00</b>

which are due on the date this Lease Contract is signed. Unless otherwise noted, We will retain the listed Deposits above in a non-interest sharing escrow account for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the Security Deposit, or portions thereof, to cover any charges related to your, performance of this Lease, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, administrative fees, and returned check fees. The Security Deposit may not be used as your last month's rental payment.

We may apply all or part of the Security Deposit (which may include the Pet Deposit) to the payment of accrued Rent and the amount of any damages that have been suffered by Landlord, including but not limited to: physical damages and any damages that may be caused by an assistance animal, appropriate charges to You not previously reimbursed to Landlord, charges that may be due by You to third-party utility providers in accordance with the provisions of Section 55.248.15:1(A) of the VRLTA, and actual damages for breach of this Lease, including Attorney's fees and costs. Damages shall be calculated based on replacement costs of items, not the depreciated value. Landlord shall have the right to apply the Security Deposit to any outstanding fees, charges or other amounts due first, and then to any unpaid Rent. The Security Deposit and the Pet Deposit may be applied by Landlord to any amounts due Landlord without regard to whether such amounts are due because of damages caused by animal(s) of You. Within 45 days after the termination of the tenancy or the date Tenant vacates the Dwelling Unit, whichever is later, We will provide You with a written Security Deposit Disposition Statement, including an itemized list of damages, and with payment of any amount due to You. If You comply with all terms and conditions of the Lease and with the VRLTA, We will return to You the Security Deposit.

If the deductions are greater than the Security Deposit and/or Pet Deposit, We will send You an invoice with the amount owed. You will have 15 days to respond with payment. If You refuse to pay, We may seek legal action or file a collection against all Tenants on the Leases. We will add an additional 10% interest per annum to the total charges. Return of the Security Deposit is further subject to (but not limited to) the following provisions:

1. Full term of lease term has expired and all provisions therein complied with.
2. No damage to Dwelling Unit, or its contents beyond Normal Wear & Tear.
3. Entire Dwelling Unit, including but not limited to fixtures, appliances, bathrooms, closets, cabinets, and windows are cleaned and grease free, dust free and in working condition following the Security Deposit Policy Standard. In addition, if the Dwelling Unit has carpets, they must be professionally cleaned with receipt provided upon return of keys. All wall paint shall be in clean, free of scratches and patched up marks. Nail holes need to be covered, filled in, and painted back to original wall color. No personal property

may be left behind. Air filter(s) shall be changed, all light bulbs shall be in working order, and all smoke alarm batteries shall be replaced.

4. Maintain the lawn care and perform other landscaping duties as required in the Security Deposit Policy. No debris or trash shall be left behind. Gutters need to be cleaned.
5. No unpaid or outstanding fees, charges, delinquent rent, or unpaid utilities.
6. Forwarding address left with Us
7. Return of all keys as directed in the Move Out Instruction Email.

If Landlord in anyway transfers its interest in the Dwelling Unit, or if the Broker/Agent transfers management of the Dwelling Unit in which the Dwelling Unit is located (the "Premises"), to a third party, We, as the case may be, may transfer the Security Deposit to the transferee and both are thereafter released from all liability for the return of the Security Deposit to You. If such a transfer occurs, You agree to look to the transferee solely for the return of the Security Deposit and to release Us, as the case may be, from all obligations and liability relating thereto.

## 1.10 SECURITY DEPOSIT POLICY

---

The Security Deposit Policy, if attached, is incorporated by reference herein, establishes a tenant schedule of standard deductions to be utilized by Landlord in assessing charges against Tenant for physical damages to the Dwelling Unit or the Premises, less reasonable wear & tear. Landlord reserves the right to alter this schedule if the repair costs should become higher than those listed thereon. Landlord further reserves the right to assess against Tenant for such damages the actual costs of the materials and repairs, if there is a variance between the tentative schedule and the actual bill for such materials and repairs. The Damage Addendum also establishes the tentative schedule for charges to be made by Landlord against Tenant during the Term of the tenancy for any damages as may occur. Landlord reserves the right to require a commercial insurance policy commonly known as "damage insurance" to secure the performance by Tenant of the terms and conditions of this Lease, in lieu of all or part of the security deposit, as provided in Section 55.1-1206 of the VRLTA.

## 1.11 FORWARDING ADDRESS

---

Tenant shall provide Broker/Agent's Office with a written forwarding address notice prior to vacating the Dwelling Unit, so that We can forward to You a statement explaining the disposition of the Security Deposit prior to the end of the 45-day period provided herein. Security Deposit refunds, (if any) shall be made by mail only, as provided by law, made out in names of all Tenant(s) in one check, and, may not be picked up in person from Us.

## 1.12 SECURITY DEPOSIT FOR MULTIPLE TENANTS

---

Where more than one Tenant signs this Lease, a deduction to be made from the Security Deposit will be joint and several, and We are not liable for any understanding that may exist between two or more tenants as to the portion of the Security Deposit that one Tenant may be entitled to, as opposed to another Tenant. We will draw one check payable to all Tenants jointly, or at Our election, to any one Tenant who shall be responsible for distribution to the other Tenants, and forward same to forwarding address provided to Us by written notice as required above.

## 1.13 CANCELLATION AND RENEWAL OF LEASE

---

Either party may terminate this Lease once the FULL Lease term has been completed; this termination should be effective of the then-existing Term by giving the other party written notice at least 30 days (move outs must be at the end of the calendar month) before the end of the then-existing Term. If no such notice of termination is given, the Term of this Lease shall be extended for self-renewing terms of month to month.

If We intend to change the terms or conditions of this Lease, including increasing the Rent, for any renewal term thereafter, We will give You written notice of the new terms and conditions at least 30 days prior to the end of the then applicable term. Should You fail to provide Us written notice at least 30 days prior to the expiration of any Lease Term of Your intentions to remain in the Dwelling Unit, or vacate, You shall be deemed to have agreed to the renewal Lease term offered and shall be bound by these terms, until such time as the Lease is terminated.

## 1.14 TERMINATION OF LEASE

---

Upon termination of this Lease, Tenant shall surrender the Premises in good condition, with the exception of reasonable wear and tear, and must pay for all damages, or assessments for damages made by Landlord or Broker against Tenant, in accordance with the provisions of this Lease, or as We reasonably determine. Landlord and/or Broker will proceed with all work, if required, at your expense without any further notice to you. Receipts for any required cleanings, inspections, etc. shall be provided to Us at the time of Your vacating. We will charge you for a re-inspection fee if the property is not in move-out condition at the time of inspection.

## 1.15 EARLY TERMINATION OF LEASE-PENALTY

---

If You are entitled to terminate this Lease Agreement by written permission being granted from Us; You must adhere to the following terms: You will be charged an Early Termination Penalty equal to Two Month's Rent and uphold additional obligations listed below. The portion of the penalty will go towards securing another qualified Tenant for the Dwelling Unit and Fees the Landlord will incur for another years Lease. Until a new qualified Tenant has occupied the Dwelling Unit, you will continue to be charged a monthly rent of \$1,600.00 until the Dwelling

Unit is Leased, or this current Lease expires, whichever comes first. You shall remain responsible for maintaining all Utilities (except cable/ internet) and Renters Insurance as stipulated in this Lease Agreement until your Lease is terminated as per the terms and conditions stated above. You will be notified once a new qualified Tenant has occupied the Dwelling Unit and Your obligation has been fulfilled. Be advised We may promptly pursue Legal Remedies if you fail to uphold Your contractual duties.

---

## 1.16 INSURANCE

All personal property placed in or about the Dwelling Unit or the Premises shall be at the sole risk of the Tenant. We shall not be liable for the loss, destruction, theft of, or damages. You must obtain Renter's Insurance coverage naming POINTE REALTY GROUP as an interested party on the policy, prior to receiving the Dwelling Unit keys and having access, which shall meet limits and terms reasonably specified by Us. For any Renters Insurance Policy obtained by You in accordance with this Section, You agree to maintain such policy in full force and effect for the full term of this Lease, including any extensions or renewals thereof, and to provide Us sufficient proof of such insurance.

---

## 1.17 RISK OF LOSS

Your personal property shall be at the risk of the Tenants or Landlords thereof and We shall not be liable for any damages to said personal property of Yours arising from criminal acts, fire, storm, flood, rain, wind damage, mold or mildew, acts of negligence of any person whatsoever, or from failed appliances, the bursting or leaking of water pipes or roofing. You are required to secure Renters Insurance and urged to obtain personal property insurance from an insurance agency of Your choosing.

---

## 1.18 LIABILITY OF LANDLORD AND/OR BROKER/AGENT

We are not liable for matters outside the dominion or for matters out of our control, so long as there is no gross negligence on their parts, including but not limited to: failure of utilities or services; acts of God; and injuries or damages to persons or property either caused by or resulting from fire, falling plaster, dampness, overflow, or leakage upon or into the premises of water, rain, snow/ice, sewage, steam, gas, or electricity, or by and breakage in or malfunction of pipes, plumbing, fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil, pipes, nor for any injury or damage from any other cause. You acknowledge that any security measures provided by Us will not be treated by You as a further assurance or guarantee against crime or of a reduction in the risk of crime. We will not be liable to You 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. We will not furnish security personnel, security lighting, security gates or fences, or other forms of security. If the employees of Us are requested to render services not contemplated in this Lease, You will hold Us harmless from any and all liability for same. If information on Your rental history is requested by others for law enforcement or business purposes, We may provide the same in accordance with the "Tenant Consent Form." We, in addition, shall not be liable under any circumstances of Your failure to provide Us with prompt notice of any such conditions existing in the premises. You hereby release Us from any and all liability and agree to indemnify Us for such losses, with respect to You, and all authorized occupants and guests or invitees of You.

---

## 1.19 UTILITIES

The following utilities will be included in your monthly rental payment:

Lawn Maintenance

Tenant shall be responsible for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting. You agree to have ALL utility connected on Your Lease Move In Date. All utility service account numbers will be required from you prior to any keys for the property being released. During the Lease term and 5 days after vacating, You shall keep all essential utility services turned on, in and to the Dwelling Unit. You are required to heat and/or cool the Dwelling Unit adequately. You will be responsible for any/all damages that result in failure to do so and will also be responsible for continuing to pay rent until the Dwelling Unit is re-habitable.

---

## 1.20 APPLIANCES

Appliance and other personal property provided:

Refrigerator, Microwave, Cooktop Stove, Double Oven, Dishwasher, Washer, and Dryer

You shall keep all appliances and equipment in good and clean condition, with the exception of reasonable wear and tear. You shall not remove or relocate major appliances or equipment provided by Landlord in the Dwelling Unit without prior written permission of Us. You shall not install or use any other major appliances or equipment other than those provided by Landlord in the Dwelling Unit without prior written permission of Us.

---

## 1.21 ADDITIONAL LEASE INFORMATION

## 1.22 COMMUNITY POLICIES OR RULES

---

You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Residential Lease. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all properties in the community. In the event the rental premises are subject to the rules, regulations, covenants and restrictions of a condominium or homeowners association, You agree to abide by all applicable rules and regulations. Should the Tenant or Landlord receive notification from the condominium or home owners association of violation of the rules, regulations, covenants and restrictions the cause of which are the result of the Tenant failure to maintain their rental home properly or any notice of violation the cause of which is directly attributable to the Tenant, the Tenant(s) do hereby agree to pay the Landlord any and all damages, penalties, fines or other cost to the Landlord. Uncured Condo or HOA violations are grounds to terminate the lease. The Tenant shall also be financially responsible for the cost of curing any violation, including by the way of example, but not limited to, the cost to maintain or replace the lawn, bushes, window coverings, legal and attorney fees, court cost, any and all fees, fines, penalties or other costs that may be incurred by the Landlord or the property OWNER as a result of the Tenant failure to abide by the rules, regulations, covenants and restrictions of the home owners or condominium association. The Tenant(s) hereby agree and consent any and all cost, fines, penalties or other cost referenced herein shall be deducted, without recourse, from the Tenant(s) security deposit, should the Tenant have an outstanding balance with regard to these expenses when they vacate the premises. Recreation fees are to be paid by the Tenant.

## 1.23 RESIDENT SAFETY AND PROPERTY LOSS

---

You and all occupants and guests must exercise due care for your own and others safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices.

**Casualty Loss:** We are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law or this Lease.

**Smoke Detectors:** Tenant shall be responsible for reasonable care and maintenance of smoke alarms in the Dwelling Unit in accordance with Section 55.1-1227 of the VRLTA, and shall be responsible for interim testing and for providing written notice to Landlord of the need for repair of any malfunctioning smoke alarm. Tenant shall not remove or tamper with any smoke alarm, including removing any working batteries, so as to render the alarm inoperative. Pursuant to Section 55.1-1220 of the VRLTA, Landlord shall provide a certificate to the Tenant stating that all smoke alarms are present, have been inspected, and are in good working order no more than once every 12 months.

**Carbon Monoxide Detectors:** Tenant shall have the right to request in writing that Landlord install a carbon monoxide alarm in the Dwelling Unit, the cost of which may be charged to Tenant, in accordance with Section 55.1-1229 of the VRLTA. Landlord shall install the carbon monoxide alarm within 90 days of the request. Tenant shall not remove or tamper with a properly functioning carbon monoxide alarm, including removing any working batteries, so as to render the carbon monoxide alarm inoperative and shall maintain the carbon monoxide alarm in accordance with the uniform set of standards for maintenance of carbon monoxide alarms established in the Uniform Statewide Building Code.

**Safety and Crime Free:** You or any guest or resident under your control, should not engage in any criminal activity in your unit or community. Illegal activities by any resident, household member, or their guests is not permitted in the rental home. Illegal activity will be grounds for immediate termination of your Lease or immediate legal action. In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact Us. Unless other wise provided by law or this Lease, We are not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

## 1.24 RESIDENT & OCCUPANT ACKNOWLEDGMENT OF SECURITY POLICY

---

1. No Representations- You and the Occupant(s) acknowledge that We have not made any representations, written or real, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.

2. No Warranty of Guarantee-You and the Occupant(s) acknowledge that We do not warrant or guarantee the safety or security of Tenants, Occupants, or their guests or invitees against the criminal or wrongful acts of third parties. You, Occupant(s), guest and invitees are responsible for protecting his or her own person and property. Crime is everywhere and We do not control where crimes occur. Consequently, crimes in the area or upon the Landlord(s) property shall not be grounds to violate, breach, or terminate this Lease.

## 1.25 VEHICLES

---

You will park on the property at your own risk. Unauthorized or illegally parked vehicles will be towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to grass, sidewalks, patio, and fire lanes. No trailers, RV's or vehicles on blocks are allowed on or about the premises without our written approval. You are not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of Landlord are unauthorized vehicles subject to being towed at Your expense.

## 1.26 MEDIA RELEASE

---

We routinely photograph and video tape the condition of our managed properties before and after each tenancy, as well as market the property and business with video tours, testimonials, etc. You understand and agree We can use these videos, photos, and client records for any legal purpose, and accept any risk and consequence from these items being used in the course of business.

## 1.27 ANIMALS

---

No animals of any kind will be allowed to be kept or maintained on the Dwelling Unit without Landlord's prior written consent and the execution of an addendum entitled "Pet Addendum" or "Assistance Animal Addendum." Landlord reserves the right, however, to prohibit animals, except for qualified service animals, completely from the Dwelling Unit and Premises. Any unauthorized animal(s) in the Dwelling Unit shall constitute a breach of this Lease.

## 1.28 CONDITION OF PREMISES AND ALTERATIONS

---

You accept the dwelling unit, fixtures, and furniture as is. Tenant agrees to keep the premises, appliances, and smoke detectors in good clean condition; to make no alterations or additions to the same; to commit no waste thereon; to obey all laws, ordinances, rules, and regulations affecting said premises; to replace all glass broken or cracked; to repay Landlord for the cost of all repairs made necessary by the negligent or careless use of said premises and termination hereof in like condition as when taken, reasonable wear and damage by the elements excepted. No repairs are to be made without written consent of Us.

## 1.29 USE OF PREMISES

---

You shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. You shall install window shades or draperies (no foil, sheets, paper, etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by You for only residential, non-business, private housing purposes only. You shall not operate any type of day care or child sitting service on the premises. You shall secure insurance immediately for any water filled devices with a loss payable clause to Us. You agree to conduct and require other persons on the premises to conduct themselves in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace. You agree not to destroy, deface, damage, impair or remove any part of the premises or property therein belonging to the Landlord, and not to permit any person to do so. The use of trampolines is prohibited anywhere on the premises. You agree to remove any item or comply with any demand necessary that may be made by Landlord's property insurance agency to maintain homeowners or other insurance on the dwelling. Loud parties or other disturbances that infringe upon the peaceful living environment of other residents or neighborhood are prohibited. Littering in the outdoor areas or common areas related to the premises are prohibited.

## 1.30 MOLD

---

You agree to use reasonable efforts to maintain the Dwelling Unit in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify Us in writing promptly of any moisture accumulation that occurs or of any visible evidence of mold discovered by You. You do hereby release Us from any and all claims or liability to You and authorized occupants, or guests or invitees, and do hereby agree to indemnify and hold Us harmless from and against any and all loss, damage, claim, suit, costs (including reasonable attorneys fees and costs at all tribunal levels) or other liability whatsoever resulting from Your failure to comply with the provisions of this subsection or any other provisions of law.

## 1.31 TRASH

---

You are to provide and maintain appropriate receptacles and conveniences for the collection, storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy ("Trash"). You shall be responsible for arranging and paying for the removal of Trash and other waste, including bulk items.

## 1.32 SMOKING/CANNABIS

---

Tenant agrees not to have or smoke any type of cigarettes or have any cannabis products including marijuana legal and illegal other than legal CBD on the premises. It is Your responsibility to inform guests of this no smoking provision of the Lease and prohibit smoking by Your household members or guests while in the Dwelling Unit or on the Premises and/or any restrictions in the rules and regulations. There is a designated smoking section area, please ask Pointe Realty Group if you do not know where this area is.

## 1.33 MAINTENANCE

---

It is imperative for you to follow our maintenance procedures to receive quality service and ensure all issues are addressed appropriately and accurately. Each and every service call from any contractor costs the Landlord money, therefore it is vitally important that you follow these instructions. You are not authorized to perform or contract for any repairs on the property. If You call a contractor and incur any bill or invoice for any repair on the property, You are doing so at your own cost. We will not reimburse You. You agree to keep the premises clean and safe, use all electrical, plumbing, heating, ventilating, and air conditioning facilities and appliances in a reasonable manner. You covenant and agree to care for and maintain the Premises, equipment, appliances, and fixtures. If You learn that a defect exists, You shall

promptly notify Us of the defect using proper protocol as noted below; otherwise, You will be liable for the costs of any such additional damage, which might have been avoided had You promptly notified Us of the defect. You agree to pay all costs resulting from the intentional or negligent destruction, damage, or removal of any part of the premises by You or by any of guest or other persons on the premises with Your consent.

Damages caused by Tenant Neglect or misuse of any component at the property will be charged to you. We will rely solely upon the service contractor to inform us as to the cause of the problem. Should we discover through the contractor that the problem is one of your making, then you will be charged for the entire cost of the service call from the contractor and incur administrative fees. An example of this is, HVAC filters not being replaced every 60 days resulting in coils becoming clogged; the cost of the HVAC contractor and administrative fees will be your responsibility. If plumbing clogged due to items dropped in the toilet (grease, diapers, sanitary napkins, etc.), the cost of the plumber and administrative fees will be your responsibility.

**The Lease requires that you, the Tenant report all maintenance requests on the Tenant Portal or for emergency repairs, you shall call 434-865-0058. Please keep in mind that we will endeavor to respond as promptly as possible, the response time may extend up to 48 hours depending on the time you are calling. Keep in mind when parts are required, these times may be longer and your patience is needed.**

All maintenance and repair work requested by You and ordered by Us shall take place during normal business hours, Monday through Friday from 9AM to 5PM EST, (excluding emergencies).

1. **Lockouts**-Our company does not provide service for lockouts. You are to call a local locksmith to gain entry at Your own expense. We will not provide spare keys to the property.
2. **Pilot Lighting**-Our company does not provide services for pilot lighting. You are required to use a licensed and qualified gas technician.
3. **Gas/Propane Furnaces**-You are required to report the exact percentage of fuel, when reporting a maintenance request. Please note that if your tank is below 10% then you are out of fuel and are required to call your provider and have the tank filled. Should our contractor be dispatched and find low fuel as the issue or a pilot light out due to You running out of fuel, You will be billed the contractors service call and administrative fees.
4. **Plumbing**-You shall be responsible for all plumbing stoppages except for instances in which the stoppage is not caused by You such as tree roots in the sewage line, deterioration of sewer line causing it to collapse, or main sewer system in street blocked. All other stoppages shall be Your responsibility.
5. **Glass Breakage**-You be held responsible for ALL glass breakage in the Premises, except due to unpreventable acts of nature.
6. **Carpet Cleaning & Filter Changes**-You agree to shampoo carpet one time each tenancy year and provide copy of receipts of the service done by professional carpet cleaning company to Us. If You do not comply with this agreement, We will provide the service and charge the cost and administrative fees to You. You agree to change air/heating system filters every 60 days. If You do not comply with this agreement, We will provide the service and charge service charges and administrative cost.
7. **Lawn & Shrubbery**-Tenant shall be solely responsible for maintaining the lawn, shrubbery, and for any damages caused by their negligence or abuse. You shall adequately mow, edge and trim the lawn or hire for it to be done. In the event that the You fail to properly and adequately maintain the lawn and shrubbery, You shall be fully responsible for the cost. You agree to keep the gutters cleaned of all foreign matter and to keep the down spouts clean, and understand cleaning may be required several times a year.
8. **Fixtures, Alterations & Liens**-You must obtain prior written consent from Us before painting, installing fixtures, making alterations, additions, or improvements, and if permission is granted, same shall become the Landlords property and shall remain on the premises at the termination of tenancy. We shall not be subject to any liens for improvements contracted by You. You shall not have the right to perform or arrange for repairs at our expense, nor shall there be any right of You to deduct the cost of any repairs from the rent payments due. You shall not install signs, signals, illumination advertising, letters painted or affixed, awnings or other projections including air conditioners, television or radio antennas, or wiring to the exterior of the leased premises
9. **Painting & Alterations**-You shall not paint or disturb any painted surfaces or make alterations to the Premises without written approval. You shall notify Us in the event there is any chipped or peeling paint in the premises.
10. **Appliances**-You shall keep all appliances and equipment in good and clean condition, with the exception of reasonable wear and tear.

Pointe Realty Group-Property Management Division assisting with maintenance issues that require our staff to come to the property will be billed to you for a fee of \$75.00 per hour. This includes meeting contractors and assisting with utility companies (even if the rent is all inclusive).

If you have a situation that is life threatening, please call 911 immediately and report this to Us after the situation is under control and the authorities are on the scene.

**Emergency Repairs**-will be handled with precedence. Examples of emergency repairs: flood, sewage backup, gas odors, roof leaks, broken water pipe, no heat when temperatures are below 32 degrees or air conditioner when temperatures are above 95 degrees, for more than 4 hours, etc. **Please keep in mind that during the change of seasons and times of extreme heat and cold, there may be delays in obtaining professional contractors for service due to significant volume of repairs in the area.** Relocation services are not guaranteed during repairs.

Examples of Non-Emergency Repairs: Large appliances not working, power or natural gas off, water heater not heating the water, electrical fixture not working. While these issues are certainly inconvenient, uncomfortable, and exasperating, they are not emergencies.

In the event a major repair to the premises must be made which will necessitate You vacating the premises, We may at its option terminate this agreement and You agree to vacate the premises holding Us harmless for any damages suffered, if any.

During a state of emergency for a public health threat as defined in Virginia Code section 44-146.16, You may indicate to Us in writing that non-emergency property conditions may not be addressed in the normal course of business. By doing so, You waive your rights and claims under the VRLTA and this Lease against Owner for failing to address such non-emergency property conditions. If You provide this notice, We may still enter the property for non-emergency repairs and maintenance with at least seven (7) days written notice to You, and at a time consented to by You, no more than once every six (6) months. Employees and/or agents sent by Owner to perform such maintenance must wear all appropriate and reasonable personal protective equipment as required by state law.

In the event there is a non-emergency property condition, including a mold condition that requires Tenant to temporarily vacate the Dwelling Unit to make the necessary repairs, in the sole determination of Landlord, the Landlord may upon no less than 30 days prior written notice to Tenant (or such sooner period as may be agreed to by the parties), require the Tenant to temporarily vacate the Dwelling Unit for a period of not more than 30 days. Landlord shall provide a comparable dwelling unit selected by Landlord at no expense or cost to Tenant, or at Landlord's option to a hotel room as selected by Landlord at no expense or cost to Tenant. Landlord shall not be required to pay for any other expenses of the tenant that arise after the relocation period. Tenant shall continue to be responsible for all Rent due under the Lease without abatement, and shall comply with all other terms and conditions of the Lease during any period of temporary relocation. If the Landlord properly remedies the non-emergency property condition, or the mold condition in accordance with professional standards (as defined in Section 55.1-1200 of the VRLTA), the Tenant shall have no right to terminate the Lease as a result of such condition.

### 1.34 INTERIOR MAINTENANCE

---

Tenant required maintenance items include (but are not limited to) repairing damaged screening, changing light bulbs, lubricating door locks, repair or replace blinds or shades if they should become damaged with like kind. You agree to maintain a temperature in the Premises sufficient to prevent the freezing of any plumbing or heating equipment and pipes, and assume the responsibility for any damage thereto as the result of Your breach of the foregoing obligation. You agree to maintain and report the plumbing, heating, sewage disposal, electric wiring and fixtures in good order, structural defects alone excepted.

### 1.35 INSECT AND PEST

---

You shall keep the Dwelling Unit free from insects and pests, and promptly notify Us of the existence of any insects or pests. You shall be responsible for the costs of any insect or pest treatments necessary in the Dwelling Unit, which amounts shall constitute as additional Rent and must be paid by You. You shall prepare the Dwelling Unit for the application of insecticides or pesticides in accordance with any written instructions provided by Us. Tenant who has concerns about specific insecticides or pesticides shall notify Us in writing no less than 24 hours before any scheduled insecticide or pesticide application, in accordance with the Lease. You do hereby release Us from any and all claims or liability to You, Occupants, or Your guest or invitees, and do hereby agree to indemnify and hold Us harmless, from and against any and all losses, damages, claims, suits, costs (including reasonable attorneys fees and costs) or other liabilities whatsoever arising from the presence of insects or pests in the Dwelling Unit, and/or resulting from Your failure to comply with the provisions of law.

### 1.36 KEYS & LOCKS

---

All deadlocks, keys, window latches, doorknobs, and any additional device required by local government ordinance, will be in working order when you move in. You shall be liable for the entire cost of all key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent. All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

### 1.37 RIGHT OF ENTRY AND RENTAL REVIEW

---

Upon 24 hours notice by telephone, hand-delivery, email, or posting to Tenant, Landlord or Landlord's designee has the right of entry to the premises for, repairs, appraisals, inspections, showings, or for any other reason. Periodic property condition review with photos taken will be performed by Us. We have immediate right of entry in cases of emergency, or to protect or preserve the premises. If You change the locks, You must provide Us with a key to all locks within 24 hours. If Landlord or Landlord's designee is denied access by Tenant for any reason after providing adequate notice to Tenant, or Landlord or Landlord's designee is denied access by Tenant for a set service appointment, Tenant shall be responsible to pay fee to Landlord for service reschedule fee. Tenant shall be responsible for paying the cost of any unnecessary service call and any costs incurred as a result of Tenant's failing to keep an appointment with the service person that require access in order to make scheduled repairs. We may also obtain injunction relief to compel access or may terminate this Lease. In either case, We may recover actual damages sustained and reasonable attorney's fees.

### 1.38 MOVE-IN

---

You have completed a review of the Dwelling Unit, and You agree that the Dwelling is in a fit and habitable condition, except for such damages as have been itemized in a written "Residential Move-In/Move-Out Report", a copy of which will be submitted by You to Us within five days after occupation of the Dwelling Unit by Tenant. We are not required to make repairs to address damages noted on the Residential Move-In/Move-Out Report unless required to do so by law. If You refuse to allow or prevent access to us as provided herein, in addition to any other remedies available at law or in equity, We may obtain injunctive relief to compel access or may terminate the Lease, in either case, We may recover actual damages sustained and reasonable attorney's fees.



### 1.39 MOVE-OUT

---

You agree that a written notice with your intent to vacate 30 (thirty) days prior to the date of expiration of the Lease Contract. In such notice, You will include your forwarding address. Surrender, abandonment, and eviction ends Your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-rent the Dwelling Unit; determine any security deposit deductions; and remove property left in the Dwelling Unit. You must thoroughly follow the Security Deposit Policy when vacating the property. If You don't clean adequately, you'll be liable for reasonable cleaning charges, any damages, and administrative fees.

### 1.40 HOLD HARMLESS

---

You do hereby release Us from any and all claims or liability to You, Occupants, or Your guests or invitees, and do hereby agree to indemnify and hold Us harmless from and against any and all loss, damage, claim, suit, costs (including attorneys fees and costs at all tribunal levels) or other liability whatsoever.

### 1.41 MILITARY PERSONAL

---

a. Any Tenant who is a member of the armed forces of the United States or a member of the Virginia National Guard serving on full-time duty or a Civil Service technician with a National Guard unit may terminate this Lease if the Tenant (i) has received permanent change of station orders or to deploy with a military unit, or as an individual in support of a military operation, for a period of not less than 90 days, or the servicemember, while in military service (i) execute a lease upon receipt of military order for a permanent change of station or to deploy with a military unit, or as an individual in support of a military operation, for a period of not less than 90 days; and (ii) thereafter receives a stop movement order issued by the Secretary concerned and response to a local, national, or global emergency, effective for an indefinite period or for a period of not less than 30 days, which prevents the Servicemember or Servicemember's dependents from occupying the lease for a residential, profession, business, agricultural, or similar purpose.

b. If Tenant qualifies to terminate this Lease pursuant to subsection (a) of this section, Tenant may do so by serving on Landlord a written notice of termination and a copy of the official notification of the orders or a signed letter, confirming the orders, from Tenant's commanding officer. The termination of a lease for reason of orders of a permanent change in station as described in subsection (a) will be effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered. Determination of a lease for reasons of a stop movement order as described in subsection (a) will be effective on the date on which the written notice of termination and copy of "Tenants" military orders are delivered to Landlord.

c. Nothing in this section shall limit the amount of the Security Deposit that Landlord may retain as provided in section 3 of this Lease.

d. In the event of a nonpayment of rent by Tenant, Landlord reserves the right to request an allotment from the pay of the servicemember tenant as permitted in the Servicemembers Civil Relief Act. Tenant agrees if Tenant retires, is discharged or released from active duty with the Armed Forces of the United States or from his full-time duty or technician status with the National Guard, the Lease termination date shall be no more than 60 days prior to the date of such separation. Tenant further agrees that Tenant shall have no right to terminate the Lease more than 60 days after the date of such separation.

e. Tenant acknowledges that Tenant does not, at the execution of this Lease, have orders to depart 35 miles or more (radius) from the location of the Premises.

### 1.42 NO ASSIGNMENTS OR SUBLETTING

---

You shall not assign this Lease or sublet the Premises or any part thereof. Any unauthorized transfer or interest by You shall be a breach of this agreement. You shall not be released from the terms of this agreement on the grounds of voluntary or involuntary employment transfer, loss of employment, marriage, divorce, loss of co-Lessee, or bad health.

### 1.43 DEFAULT BY RESIDENT

---

Under Virginia law and this Lease, We may terminate this tenancy during the Term of the Lease upon one of the following:

1. Failure of Tenant to pay rent or any additional rent when due; or
2. Tenant's violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions; or
3. Failure of Tenant to comply with any Federal, State and/or Local laws, rules and ordinances; or
4. Tenant's failure to move into the premises or Tenant's abandonment of the premises shall constitute a default by Tenant. Upon default, in addition to complete forfeiture of the security deposit, rent due for the remaining term of this lease is accelerated, Tenant shall owe Landlord rent and all sums due under the terms of this lease and any addenda attached hereto and any and all amounts owed to Landlord as permitted by Virginia law. If the Tenant abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the Landlord, Landlord may retake possession of the premises and make a good faith effort to re-rent it for the Tenants account. Retaking of possession shall not constitute a rescission of this lease or a surrender of the leasehold estate. If Tenant(s) breach this Lease agreement, in addition to any other remedies available by law and this lease agreement, Tenant(s) shall be responsible for any leasing fee or commission charge which Landlord may incur in attempting to re-lease the premises through a licensed real estate company. If Tenant fails to fulfill the terms of their obligations within this Lease Agreement, a negative credit report reflecting the Tenant's credit may be submitted to a credit-reporting agency and the account turned over to collections.

**Material Noncompliance by Tenant Failing to Pay Rent When Due**-If Tenant fails to pay Rent when due or pays Rent with a bad check or failed electronic funds transfer, and such failure continues after Landlord has delivered Tenant a five-day notice of material noncompliance for failure to pay Rent, Tenant shall be in default, and Landlord may terminate this Lease and Tenant's right to possession, and seek such damages as are appropriate under this Lease and the VRLTA.

**Material Noncompliance by Tenant Which Can Be Remedied Within 21 Days**-If Tenant fails to comply materially with any other provision of this Lease that can be remedied, Landlord may deliver Tenant a material noncompliance notice stating that if Tenant does not remedy the specified noncompliance(s) within 21 days after receipt of such notice, then if such noncompliance is remediable, this Lease will terminate 30 days after Landlord has delivered Tenant such notice.

**Repeat Violations**-If Tenant has received a prior written notice that required Tenant to remedy a breach, and Tenant remedied such breach, if Tenant commits a subsequent breach of a like nature as the prior breach, Landlord may deliver Tenant a 30-day termination notice for such repeat violation. Such notice must reference the prior breach of a like nature and state that the Lease will terminate in 30 days for the reasons stated therein without allowing Tenant an opportunity to remedy such subsequent breach.

**Non-remediable Violations/Criminal Acts**- If Tenant commits a material noncompliance that is not remediable, Landlord may deliver Tenant a termination notice stating that this Lease will terminate in 30 days for the reasons stated therein without allowing Tenant an opportunity to remedy such breach. If a breach of Tenant obligations under Virginia law or this Lease involves or constitutes a criminal or willful act that is not remediable and that poses a threat to health or safety, Landlord may terminate this Lease immediately by delivering Tenant notice. Tenant and any other persons in or about the Dwelling Unit with consent of Tenant, including but not limited to members of the family, guests, invitees or Occupants, shall not engage in criminal activities or activities intended to facilitate criminal activities including any illegal drug-related activity on the Dwelling Unit and any area of the Premises, including common areas and streets, involving a controlled substance (as defined in Section 54.1-3401 of the Code of Virginia) or any activity that involves or constitutes a criminal or willful act that also poses a threat to health and safety. "Illegal drug-related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance. Neither Tenant, guests, invitees nor Occupants of Tenant may engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on the Premises or otherwise. Neither Tenant, guests, nor invitees, or Occupants of Tenant may engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms in the Dwelling Unit or on or near the Premises. A single violation of any of these provisions shall constitute a non-remediable violation of the Lease and justification for termination thereof. Criminal conviction is not required in order for Landlord to terminate this Lease. Nothing herein shall be construed to limit any remedies available under Virginia law for any criminal offenses committed by Tenant, guests, invitees, or Occupants of Tenant.

**Material Noncompliance by Tenant Which Can Be Remedied by Repairs, Cleaning or Replacement**-If Tenant commits a material noncompliance that can be remedied by repair, cleaning or replacement, Landlord shall deliver Tenant notice specifying the breach and stating that Landlord will enter the Dwelling Unit and perform the work. Once the work is complete, Landlord will deliver an itemized bill to Tenant for the work, and such amounts are due as Rent on the next Rent due date, or if this Lease is terminated, immediate payment is due.

**Remedies Available to Landlord Upon Termination of Lease**-In the event of a breach of the Lease or noncompliance by Tenant, Landlord shall be entitled to recover from Tenant the following, regardless of whether or not a lawsuit is filed or an order obtained from a court, amounts as contracted for in the Lease including: (i) Rent due and owing (through the month of the court date if a lawsuit is pending); (ii) other charges and fees; (iii) late charges, (iv) reasonable attorney's fees in accordance with Section 1.47 of this Lease, unless in a court action the Tenant proved by a preponderance of the evidence that Tenant's failure to pay rent or vacate was reasonable; (v) costs of the proceeding as provided by law if a court action has been filed; and (vi) damages to the Dwelling Unit or Premises.

**Family abuse**-If a Tenant is a victim of family abuse as defined in the VRLTA, and the perpetrator is barred from the Dwelling Unit pursuant to Section 55.248.31:01 of the VRLTA based upon information provided by Tenant to Landlord, or by a protective order issued by a court of competent jurisdiction, Landlord may not terminate this Lease due solely by an act of family abuse against a Tenant. However, the provisions of the preceding sentence shall not apply if: (i) Tenant fails to provide Landlord, not later than 21 days after the alleged offense, with written documentation corroborating Tenant's status as a victim of family abuse and the exclusion of the perpetrator from the Dwelling Unit and the Premises; or (ii) the perpetrator returns to the Dwelling Unit in violation of the bar notice, and Tenant fails to so notify Landlord with 24 hours, subject to the provisions of the VRLTA.

#### 1.44 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered waiver of any subsequent violation, default, or time or place of performance. Landlord/Agent not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

**Force Majeure**-We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

#### 1.45 FOR SALE SIGN

We may place a "For Sale" sign upon the Premises and exhibit the Premise to prospective purchasers, or, after notice of termination of this Lease by Landlord or Tenant or commencing 90 days before the expiration of the Term, place a "For Rent" sign upon the Premises and exhibit the Premises to prospective tenants. You shall cooperate at reasonable times and with reasonable notice to You. If You, without reasonable

justification, refuse to permit Us to exhibit the Premises for Sale or Lease, We may recover damages, costs, and reasonable attorney fees.

#### 1.46 DISCRIMINATION

---

We shall not discriminate against You in the provisions of services or in any other manner on the basis of any protected class under federal, state, or local fair housing law or regulations, or the REALTORS Code of Ethics.

#### 1.47 REPRESENTATIONS IN APPLICATION FOR LEASE

---

This Lease has been entered into in reliance on the information given by Tenant's Application for Residential Lease (the "Application"), which by this reference is made a part of this Lease. You shall advise Us in writing of any changes to the information contained in the application. If any of Your material representations are found to be misleading, incorrect, untrue or omitted, We may immediately terminate this Lease and require You to vacate the Dwelling Unit.

#### 1.48 COMPLIANCE WITH LAW

---

Tenant shall comply with any and all obligations imposed upon Tenant by applicable Virginia law, Pursuant to the VRLTA.

#### 1.49 ATTORNEY FEES

---

If We employ an attorney due to Your violation of the terms and conditions of this Lease, You shall be responsible for all cost, reasonable attorney's fees, property manager's fees and cost, as incurred by Landlord and/or Owner of record, whether or not suit is filed. You waive the right to demand a jury trial concerning any litigation between Us and You. In the event that the We successfully defend any action, (including, but not limited to the Courts, the Board of Realtors, the Better Business Bureau, mediation or any administrative state agency) arising out of this transaction brought directly or indirectly by You or Your representative, We shall be reimbursed for attorney fees, court cost (if any); and Our time (at determined rate) in defending such an action by You.

#### 1.50 RENT REPORTING

---

Landlord's Broker/Agent does report Tenant's rental payment information to Experian RentBureau. Tenant's on-time, paid-as-agreed rental payment information will be included as part of Tenant's standard Experian credit report and may be incorporated in certain credit scores. Visit Experian RentBureau's resident information page at Experian.

#### 1.51 NOTICES

---

All notices shall be written notice and are to be given by regular mail or by hand delivery, with the party giving notice retaining a certificate of mailing or delivery of the notice, as the case may be. Notice to the Landlord will be given to the Agent's Office or to such other place as may be specified by Us. Notice to Tenant will be given to the address of the Dwelling Unit. We reserve the right for the Us and You to send notices in electronic form; however, if You so request, You may elect to send and receive notices in paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery. We will send all electronic notices to the e-mail address provided by tenant in the Application, and You are required to provide notice to Us of any changes in e-mail address.

#### 1.52 RENT WITH RESERVATION & UNLAWFUL DETAINMENT

---

We may accept partial payment of all Rent and receive an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under Section 8.01-374 et seq. of the Code of Virginia, and proceed with eviction. Such notice shall be included in a written termination notice given by Us to You under Section 55.1-1245 or in a separate written notice given by Us to You within five business days of receipt of Rent. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to eviction, provided that notice of acceptance was given by Owner in a separate written notice given by Owner to You within five business days of receipt of such payment, We may accept all amounts owed to Owner by You, including full payment of any money judgment, award of attorney fees and court costs, and all subsequent Rents that may be paid prior to eviction, and proceed with eviction. Writs of possession in cases of unlawful entry and detainer are otherwise subject to Section 8.01-471 of the Code of Virginia. In cases of unlawful detainer, You may pay Owner or Owner's attorney, or pay into court all: (i) Rent due and owing through the month of the court date as set forth in the Lease, (ii) other charges and fees set forth in the Lease, (iii) late charges specified in the Lease, (iv) reasonable attorney fees as set forth in the Lease or as provided by law, and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall be dismissed. If Owner owns four or fewer rental dwelling units, or up to a ten (10) percent interest in four or fewer rental units, You may invoke the rights granted in this paragraph no more than one time during any 12-month period of continuous residency in the dwelling unit, regardless of the term of the Lease or any renewal thereof.

#### 1.53 DEATH OF TENANT

---

If a Tenant who is the sole occupant of the Premises dies, and there is no person authorized by order of a circuit court to handle probate matters for the deceased Tenant(s), Landlord/Agent may dispose of any personal property left by such Tenant upon giving at

least ten (10) calendar days written notice in accordance with Section 55.248.38:3 of the VRLTA. Such notice shall include a statement that any items of personal property left in the Premises shall be treated as abandoned property and disposed of, if not claimed within ten (10) calendar days, subject to subsection (b) hereof.

#### 1.54 WAIVERS

---

The rights of the Landlord/Agent under this Lease shall be cumulative, and failure on the part of Landlord/Agent to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

#### 1.55 SEVERABILITY

---

In the event any section of this Lease agreement shall be held to be invalid, all remaining provisions shall remain in full force and effect.

#### 1.56 INTEGRATION

---

This Lease and exhibits and attachments, if any, set forth the entire agreement between Us and You concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid, or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

#### 1.57 RULES AND REGULATIONS

---

You shall abide by any rules and regulations adopted by Us applicable to the Premises, including any and all updated, and any rules of any property or homeowner, or similar association in which the Premises is located.

#### 1.58 INDEMNIFICATION

---

Tenants agree to reimburse Landlord and/or Broker upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by Tenant, other occupants, family or guest. Tenants, at all times, will indemnify and hold harmless the Landlord and/or Broker from all losses, damages, liabilities, and expenses which can be claimed against Landlord and/or Broker for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of Tenant, other occupants, family or guest, or arising from Tenants failure to comply with any applicable laws, statutes, ordinances or regulations. In the event of a dispute concerning the tenancy created by this agreement, (including legal foreclosure of the property), Tenant agrees to look solely to the property owner of record of the premises in the event of such legal dispute, as the Broker/Agent is merely the managing company of the property owner of record. Tenant shall be solely responsible for insuring Tenant's own possessions on or about the premises.

By initialing below, you acknowledge and agree to the terms in Section 1.

\_\_\_\_\_

## 2. Lead Based Paint Disclosure

### 2.1 DISCLOSURE OF INFORMATION & ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASE PAINT HAZARDS

---

This disclosure applies to the property located at:  
622 E. 5th Avenue  
Kenbridge, VA 23944

**Lead Warning Statement:**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**Landlord's Disclosure:**

**(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):**

1.  Known lead-based paint and/or lead-based paint hazards are present in the housing. (explain)
2.  Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

**(b) Records and reports available to the landlord (check one below):**

1.  Landlord has provided tenant(s) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.
2.  Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant(s)' Acknowledgment:**

(a) Tenant(s) have received copies of all information listed above.

(b) Tenant(s) is being supplied with the link to the pamphlet, "Protect Your Family From Lead in Your Home." [https://www.epa.gov/sites/production/files/2017-06/documents/pyf\\_color\\_landscape\\_format\\_2017\\_508.pdf](https://www.epa.gov/sites/production/files/2017-06/documents/pyf_color_landscape_format_2017_508.pdf)

(c) Tenant(s) will obtain prior written approval from the landlord prior to painting or disturbing any painted surfaces or making any other alterations. Further, tenant(s) shall notify landlord and agent in the event there is any chipped or peeling paint in the Dwelling Unit.

**Agent's Acknowledgment:**

(a) Agent has informed landlord of the landlord's obligations under 42 U.S.C. §4582d and is aware of agent's responsibility to ensure compliance, and has also informed landlord of landlord's rights and obligations under Section 8.01-226.7 of the Code of Virginia.

(b) Agent has complied with the provisions of Section 8.01-226.7 of the Code of Virginia.

If landlord and/or agent obtain new information or acquire actual knowledge concerning the presence of lead-based paint or lead-based paint hazards during the term of tenancy, landlord and agent shall notify tenant(s) of such new information and if the dwelling unit is part of a multifamily community, will notify all residents of the new information.

By signing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Lessee

X \_\_\_\_\_  
Lessee

### 3. Mold Addendum

#### 3.1 MOLD AND MILDEW

**MOLD AND MILDEW**-You acknowledge that it is necessary for you to maintain appropriate climate control, keep your dwelling unit clean, and take necessary measures to retard and prevent mold from accumulating in the dwelling unit. You agree to clean and dust the dwelling unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible. You agree not to block or cover any heating, ventilation or air-conditioning ducts. You also agree to report immediately in writing to us: (i) any evidence of a water leak or excessive moisture in the dwelling unit, common hallways, storage room, garage or other common area; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows. You further agree that you shall be responsible for damage to the dwelling unit and your personal property as well as any injury to you and all occupants of the dwelling unit resulting from your failure to comply with the terms of this Mold Addendum.

**VIOLATION OF RULES**-If you or any occupant violates any rule or provision of this Mold Addendum (based upon our judgment) it shall be considered a material default under the terms of the Lease Contract. Upon written notice from us, you must immediately comply with all rules and provisions of this Mold Addendum. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorneys' fees to the extent allowed by law.

**LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.**-If you fail to comply with the terms of this Mold Addendum, You and all tenants under the Lease contract are fully responsible and liable for the entire amount of all cleaning expenses incurred by us to remove mold from the dwelling unit as well as all damages to the dwelling unit caused by mold. We-not you-will arrange for these services. If a part or parts of the dwelling unit cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

**GENERAL**-This Mold Addendum is considered part of the Lease Contract described above. In the event of any conflict between the terms of this Mold Addendum and the terms of the Lease Contract, the terms of this Mold Addendum shall control.

Each tenant who signed the Lease Contract must sign this Mold Addendum. Each tenant is jointly and severally liable for damages and all other obligations set forth in this Mold Addendum.

This is Mold Addendum is a legally binding contract. Read it carefully before signing.

By signing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Lessee

X \_\_\_\_\_  
Lessee

## 4. Required Insurance Addendum to Lease Agreement

### 4.1 REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$9.50) per month. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of Three Dollars (\$3.00) to be retained by the Lessor for processing and handling will be charged.
7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.



By signing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Lessee

X \_\_\_\_\_  
Lessee

## 5. RULES AND REGULATIONS

### 5.1 GUIDELINES

Your new rental home will provide excellent housing for you and the members of your household that have been approved occupants. In order for your new home to function successfully; it is imperative that you follow all rules and regulations as set forth in your lease agreement and in this document. When terminating your lease and vacating your home, the unit must be left in the same condition in which you received it except for normal wear and tear. Please use the Security Deposit Policy as a checkoff list and/or guide. An inspection will be completed upon vacating so that any deficiencies can be addressed. If total for damages exceeds security deposit, you will be billed accordingly and payment will be expected immediately.

1. **Clean & Sanitary Living Conditions-** Each resident is expected to keep their rental home in a clean, safe and sanitary condition. Management will inspect each rental home on a periodic basis to ensure that all homes are properly maintained.
2. **Appliances-** Some rental homes are equipped with a stove, refrigerator, dishwasher, washer, and dryer. It is the responsibility of each resident to keep these appliances in a clean and sanitary condition. Necessary needed repairs to these appliances should be immediately reported to management.
3. **Stolen Property-** The owner and management are not responsible for stolen property of any kind.
4. **Children-** Each parent is specifically responsible for the behavior of their children. This includes the responsibility of any damages caused by the children.
5. **Disturbance of Neighbors-** Excessive noise or any action that violates the right to quiet enjoyment of the other resident will not be tolerated. (Sound Systems on vehicles should be at a minimum volume) Such action could result in the termination of your lease agreement.
6. **Agree to (And Sign) Rules & Regulations-** Resident should be aware at lease signing of all move out cost if unit is not turned back over to owner in the same condition the rental home was received.

### 5.2 MISCELLANEOUS

- If house has basement with exterior entrance, tenant is responsible to clean drain clear of debris.
- Waterbeds are not permitted.
- **Pets are not permitted. Unless otherwise permitted in lease and a Pet Addendum has been signed.**
- Kerosene heaters are not permitted in any rental home.
- Use a trash receptacle for all litter and trash.
- Cigarette butts and ashes are not allowed in the yard, use proper receptacle for disposal.
- Tenant is responsible for changing ALL filters. (Refrigerator and house water filter)
- Tenant is responsible for replacing ALL blown light bulbs when vacating.
- Tenant is responsible for lighting of pilot light for heat. Tenant must use a qualified & approved gas technician.
- Tenants is Responsible for cleaning gutters.
- If your new home is in a multi-family complex, you are required to keep all grills ten feet from the structure to reduce the fire hazard.

By signing below, you acknowledge and agree to the terms in Section 5.

X \_\_\_\_\_  
Lessee

X \_\_\_\_\_  
Lessee

## 6. Security Deposit Policy

### 6.1 AGREEMENT

We have more misunderstandings arise concerning security deposits than any other factor in tenant-management relations. We feel it best to let you know under what conditions that you can expect your deposit back in full. The property must be left in the same or better condition as when leased to you. The following provisions must have been met:

1. Full term of lease has expired.
2. A full notice, as stated in your lease, was given prior to leaving the property.
3. No damage to property beyond normal wear and tear.
4. No stickers, scratches, or holes in the walls.
5. No indentations, scratches, rips, or tears in wood or vinyl floors.
6. Carpets must be cleaned and deodorized by approved company at tenant's expense, and provide receipt to Pointe Realty Group.
7. As well as completing the following list:

#### KITCHEN:

- Defrost and clean refrigerator.
- Clean stove and oven completely.
- Clean and mop floors.
- Scour sink and fixtures.
- Clean cabinets inside and out, including cabinet doors, trim, & countertops.
- Clean baseboards and chair rails.
- Clean closet shelves and floor.

#### LIVING ROOM:

- Clean blinds, baseboards and chair rails.
- Clean closets and shelves.
- Wash inside of windows and glass doors.
- Clear fireplace of ashes and debris.

#### BEDROOMS:

- Clean closet shelves.
- Wash windows inside.
- Clean blinds, baseboards, and chair rails.

#### BATHROOMS:

- Scour bathtubs, sinks, and polish fixtures.
- Wash tile walls completely.
- Clean medicine closet and shelves.
- Clean soap trays, toilet bowl, and tank.
- Mop and clean floors.
- Clean baseboards.
- Use bleach to clean grout and caulk.

#### PATIO, DECK, AND YARD:

- Clean, sweep and rake debris, set out to curb in clear bags.
- Grass to be cut, bushes and landscaping neat & trimmed—no weeds in flowerbeds, with a light layer of new mulch.
- Ensure gutters have been cleaned from all debris.

#### GENERAL:

- All trash & debris removed from the property.
- All baseboards & chair rails clean.
- Had no pets without deposit.
- Air filters replaced.
- All blown out light bulbs have been replaced including outside & inside.
- Forwarding address left with agent.

- All keys turned in.

**MOVE-OUT INSPECTION GUIDELINES**-The move-out inspection is predicated on the move-in inspection report you will receive at lease signing or when you pick up the keys to your new rental home. Fill it in within 5 days of your beginning lease date and return it to us. Be sure to keep a completed copy, or get one from us when you bring it back for your records! Upon your check-out, the property is to be returned to Pointe Realty Group in the same or better condition as when you took possession, excepting normal wear and tear. Please keep in mind, normal wear and tear is not an excuse for dirty. The following list is meant to be a helpful general set of guidelines:

1. Move-out inspections are conducted Mondays through Fridays from the hours of 9:00 a.m. to 5:00 p.m.
2. Once all items have been completed, you are required to return your keys to 408 E. Atlantic St., South Hill. Our office will complete an inspection within 72 business hours. You have the right to be at the inspection however you are required to email this request to the Property Manager.
3. The inspection should be scheduled only after the unit is empty, cleaned, and carpets cleaned and deodorized.
4. If you were allowed to have a pet in the property, the home must be professionally sprayed for pest and fleas upon your exit. A receipt must be supplied to the Property Manager as proof of this service.
5. If you were given authorization by the Landlord & Property Manager to make modifications including repairs and/or painting, then you are responsible for restoring the premises back to the original condition and/or colors at the time of your leasing the premises.
6. The utilities should be on for the inspection and remain on in the tenant's name for the next 5 days. This is in case cleaning or repairs are needed from the inspection. Failure to comply with this rule will result in the utilities being turned back on for a penalty per utility and charged to the tenant(s).
7. All traces of odors from cooking, smoke, pets, etc., must be absent from the property or the tenant shall be charged to remediate such smells.
8. If the Property Manager has to order and supervise any repairs necessitated by Tenants omission at move-out, the Tenant will be charged a Coordination Fee for each contractor needed to cure the deficient items.
9. In the event or actions taken in Paragraph 7 and above that, the tenant shall be charged rent for the property from the date of the check-out date until repairs are made or cleaning finalized.

**Q. What charges are made if I do not comply with the above conditions?**

A. The cost of labor and materials for cleaning and repairs. Delinquent payments, unpaid late charges & any rental fees due if the lease has not expired shall also be deducted from security deposit.

**Q. What type of damage should one be especially careful to avoid?**

A. Floor and wall damage. Departing residents will be held responsible for damage to vinyl wood floors. Indentations cause by "gliders" under furniture legs cause extensive damage. Gouges and holes can be made in walls when moving furniture. Caution with corners and stairs are advised.

**Q. How is the security deposit returned?**

A. After completion of final walk-through with the Property Manager, your security deposit check will be mailed to your forwarding address.

Estimated cost of cleaning or repairs: The below is provided as a guide. It is a common cleaning and repair charges and an estimate cost of each one. Actual costs may vary. Our goal is to always return 100% of the security deposit but we are legally obligated to hold you accountable for anything beyond "ordinary wear & tear."

Clean appliance	\$75 per appliance
Replace missing/ burned out bulbs	\$6 each bulb replaced
Light globe replacement	\$100 and up
Sweep, mop or vacuum floor	\$25 each room
Replace stove drip pans	\$35.00
Clean a full bathroom	\$100
Wash Windows	\$45 an hour
Replaced stained or broken toilet seat	\$40 and up
Replace mini blinds	\$50 and up for each one
Patch fist sized hole in drywall	\$75 an hour
Paint a single wall	\$75 an hour
Dispose of abandoned furniture	\$75 per truck load
Mow lawn, weed	\$75 and up
Damaged interior door	\$75 and up
Damaged exterior door	\$200 and up
Pet Damage-carpet	\$5+ per square foot
Lost or broken garage door remote	\$50 and up
Lost or broken window screen	\$50 and up
Change the locks, door knobs	\$100 and up
Clean gutters	\$100 and up
Replace light fixture	\$75 and up

Repair burns in laminate countertop	\$125 and up
Professionally clean carpets	\$400 and up

**What is ordinary wear-and-tear?** A standard definition of ordinary wear-and-tear is "Deterioration which occurs based upon the use of which the rental unit is intended and without negligence, carelessness, accident, or misuse, or abuse of the premises or contents by the Tenant or members of his household, guests or invitees." In other words, ordinary wear-and-tear is the natural and gradual deterioration of a rental over time, which results from a Tenant's normal use. For example, it is normal for carpeting or paint to wear out in the normal course of living. Carpets become threadbare, and paint peels and cracks. Even the most responsible Tenant can't prevent the aging process.

**What is not ordinary wear-and-tear?** A Landlord can make a Tenant pay for damages if the Tenant accelerated the aging process or didn't use the rental in a normal way. A carpet worn from people walking on it is something you have to expect. But a Tenant who cuts a hole in the carpet, spills paint, or leaves heavy traffic patterns from dirty work boots may be held responsible for the damage.

There are three basic types of damages Tenants are responsible for. They are:

**Negligence-**This is when a Tenant does something carelessly, knowing it may cause damage. For example, a Tenant allows his young daughter to play with nail polish on the living room carpet and she spills it, causing a permanent stain. Another example would be a Tenant failing to report a broken window. Even if the window break was not the Tenant's fault, their failure to report it to the Property Manager could result in weather entering the home and damaging the window sill, walls, or flooring.

1. **Abuse/misuse-**If the Tenant knowingly or deliberately mistreats the property, or uses it for the wrong purposes, the damage caused is abuse or misuse, not ordinary wear-and-tear. For example, did the Tenant slide furniture over an unprotected floor, causing gouges? Did the Tenant discolor the bathtub by using it to dye fabrics? Was the Tenant an artist who failed to cover the floor while painting, leaving permanent stains on the carpet? Did the Tenant paint the walls of the apartment black?
2. **Accident-** Damage is sometimes caused by pure mistake. The Tenant drops a heavy planter and cracks the tile floor. The Tenant is cleaning a light fixture and it falls and breaks. The Tenant accidentally leaves the bathtub faucet on, flooding part of the apartment and staining wood floors and carpeting. Even though the Tenant didn't purposely damage your property, they are still responsible for it and the Property Manager is legally authorized to withhold the cost of repair from the security deposit.

Other factors to consider in evaluating whether apartment damage exceeds ordinary wear-and-tear, there are some other factors to keep in mind. They include:

- Extent of damage. The exact type of damage may be as important as the extent of the damage when evaluating whether it's ordinary wear and-tear or not. For example, two or three nail holes in a wall may be considered ordinary wear-and-tear. But dozens of nail holes may be considered abuse. A few scratches on a wood floor are unavoidable. But a missing wood plank is negligence or abuse.
- Length of residence. Certain things wear out over time. But over how long? The ordinary wear-and-tear in a home from a Tenant who's lived there only a short time should be considerably less than that of a Tenant who's lived there for a long time. Say you installed new carpet before renting an apartment. It may be reasonable to expect that if a Tenant lives there 10 years before moving out, everyday usage would leave it somewhat damaged. But if a Tenant moves out after only three months and the carpet is ripped and stained, that's unreasonable, and the management can probably charge the Tenant for the damage.
- Character and construction of building. An older building may be expected to undergo greater and more rapid deterioration than a newer building. For example, wooden windowsills in an older building may dry out, rot, or crack over time through no fault of the Tenant. But if the building is new, it unlikely that the windowsills would crack with-out some carelessness on the Tenant's part (e.g., standing on the windowsill to put up drapes).

At Pointe Realty Group, we are dedicated to giving you all the tools necessary to make your move a smooth one. We hope the information above is helpful and that you are able to return the home in great condition and receive a full refund of the deposit. We also understand moving can be stressful. It is often difficult to find the time to deal with moving from one home to the next, cleaning, and everything else involved. Below we have listed a few trusted vendors who can assist you, should you find it easier to hire a professional versus having us clean up behind you.

- **Jean Upton- Cleaning Service- 434-265-6514**
- **Commonwealth Carpet Cleaners- Professional Carpet Cleaning- 434-848-3530**
- **Monte Aleman- Handyman Services- 434-774-8933**
- **KC&J Property Maintenance- Handyman Services- 434-774-4050**

By signing below, you acknowledge and agree to the terms in Section 6.

X \_\_\_\_\_  
Lessee

X \_\_\_\_\_  
Lessee

## 7. Virginia Statement of Tenant Rights and Responsibilities under the Virginia Residential Landlord and Tenant Act as of July 1, 2022

### 7.1 TENANT RIGHTS

---

- Applications:
  - Tenants may be charged a nonrefundable application fee of no more than \$50 (not including third-party costs for a background check) a refundable application deposit. If the tenant does not rent the unit, the application deposit must be returned, minus any actual costs or damages. (§55.1-1203)
- Written Lease:
  - Under the VRLTA, a landlord is required to provide a tenant a written lease. If a landlord fails to do so, the VRLTA still protects a tenant by establishing a statutory lease between landlord and tenant for 12 months not subject to automatic renewal. (§55.1-1204)
- Disclosure:
  - A landlord must reveal certain information to the tenant, including any visible evidence of mold (§55.1-1215), the name and address of the owner or property manager (§55.1-1216) and notice of sale or foreclosure of the property. (§§55.1-1216, 1237).
- Security Deposit: Receipts:
- A landlord may require a security deposit of up to two month's rent. Within five days of move in the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 72 hours of delivery of possession. (§§55.1-1214, 1226)
- Upon request, a tenant is entitled to a written receipt of rent paid by cash or money order. Upon request, a tenant is entitled to a written statement of all charges and payments over the past 12 months. (§55.1-1204(D), (I))
- Privacy:
  - A landlord may not release information about a tenant without consent, except under certain conditions, which are generally when tenant information is already public. (§55.1-1209)
- Fit and Habitable Premises:
  - A tenant has the right to a fit and habitable rental unit in accordance with the Uniform Statewide Building Code. The landlord must make all repairs needed to keep premises fit and habitable. (§55.1-1220) To enforce the right to get repairs, a tenant must be current in rent, give the landlord written notice and wait a reasonable period. If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. This must be filed no later than five days after rent is due. There is no rent withholding in Virginia, except under repair and deduct. (§55.1-1244).
- Repair and Deduct:
  - If an issue on the property affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a licensed contractor at a cost of not more than \$1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. (§55.1-1244.1)
- Eviction:
  - A landlord may not evict a tenant without following the court eviction process. The landlord first sends a written notice and next the landlord files an unlawful detainer lawsuit. The landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. (§§55.1-1245, 1252). A tenant not getting paid due to a federal shutdown of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. (§44-209)
- Unlawful Exclusion, Interruption of Essential Services, and Unlivable Premises:
  - A Landlord may not unlawfully exclude a tenant from the premises, interrupt an essential service, or make the unit unlivable. If this happens, the tenant may sue the landlord in General District Court and get an initial court hearing in five calendar days. At this hearing, a court may order the landlord to give the property back to the tenant, resume the essential service, or fix the conditions that make the unit unlivable. The court may also hold a second hearing 10 days after the first hearing and may find that the tenant is entitled to actual damages, statutory damages, and reasonable attorney's fees. (§55.1-1243.1)

- Redemption (Pay & Stay):
  - After an unlawful detainer lawsuit for nonpayment of rent is filed, a tenant has the right to pay to a zero balance on or before the court date and have the lawsuit dismissed. After a court issues a judgment of possession, a tenant has the right to pay to a zero balance up to 48 hours before the Sheriff's eviction and have the eviction cancelled. If the landlord has 5 or more rentals, a tenant may use these rights at any time. If the landlord has 4 or fewer rentals, the landlord may limit the tenant's use of these rights to once during the lease period if the landlord first sends a written notice. (§55.1-1250)

## 7.2 TENANT RESPONSIBILITIES

---

- Rent:
  - Unless the lease says otherwise, rent is due in equal payments each month on or before the first of each month. (§55.1-1204)
- Late Fees:
  - If rent is not paid on time, the tenant must pay a late fee if the lease requires one. A late fee can be no more than 10 percent of the monthly rent, or 10 percent of the unpaid balance, whichever is less. (§55.1-1204(E))
- Insurance:
  - A tenant may be required to have and pay for renter's insurance. A tenant also may be required to have and pay for damage insurance and/or a security deposit, but the total of both the damage insurance premiums and the security deposit may not exceed two months rent. (§§55.1-1206, 1208)
- Access:
  - A tenant must allow a landlord access to the unit at reasonable times and for practical purposes, such as maintenance, inspection, or to provide services. A tenant must allow access unless the landlord's request is unreasonable. Unless impractical due to an emergency, the landlord must give 24-hours notice of maintenance. If the tenant requests maintenance, notice is not required. (§55.1-1229)
- Maintain Fit and Habitable Premises:
  - The tenant must keep the rental unit as clean and safe as conditions allow and in accordance with the Uniform Statewide Building Code. The tenant must promptly notify the landlord of visible mold and use reasonable efforts to prevent moisture and mold. The tenant must promptly notify the landlord of insects or pests and must not be at fault in failing to prevent insects or pests. (§55.1-1227)
- Fair Housing:
  - The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Act. (§36-96.1 et seq)

## 7.3 IN ACCORDANCE WITH SECTION §55.1-1204 OF THE CODE OF VIRGINIA, THE UNDERSIGNED PARTIES HEREBY ACKNOWLEDGE THAT WITH RESPECT TO THE DWELLING UNIT KNOWN AS:

---

622 E. 5th Avenue  
Kenbridge, VA 23944

the Landlord has provided to the Tenant and the Tenant has received the Statement of Tenant Rights and Responsibilities developed by the Virginia Department of Housing and Community Development and posted on its website ([dhcd.virginia.gov/landlord-tenant-resources](http://dhcd.virginia.gov/landlord-tenant-resources)) pursuant to Section §36-139 Code of Virginia.



By signing below, you acknowledge and agree to the terms in Section 7.

X \_\_\_\_\_  
Lessee

X \_\_\_\_\_  
Lessee

# IMPORTANT!

## Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



---

# Protect Your Family From Lead in Your Home

---



## Are You Planning to Buy or Rent a Home Built Before 1978?

---

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Consumer Product Safety Commission (CPSC)

---

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
cpsc.gov or saferproducts.gov

## U. S. Department of Housing and Urban Development (HUD)

---

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
hud.gov/lead

---

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

---

U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
January 2020

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

---

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## For More Information

---

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## Other Sources of Lead, continued

---

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

---

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

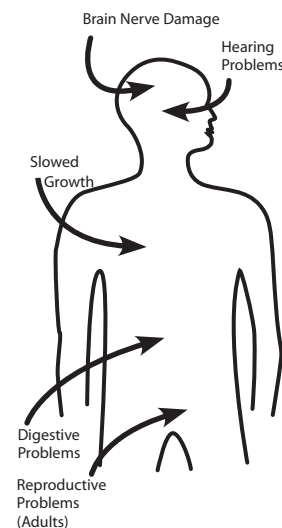
## Health Effects of Lead

---

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

---

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Other Sources of Lead

---

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

---

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

---

**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Where Lead-Based Paint Is Found

---

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

**Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

---

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.



## Identifying Lead-Based Paint and Lead-Based Paint Hazards

---

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Reducing Lead Hazards, continued

---

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

---

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## What You Can Do Now to Protect Your Family

---

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

---

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

# Pointe Realty Group South Hill, LLC

408 E Atlantic Street • South Hill, VA 23970  
(434) 865-0058



# 8

## LBP\_2020.pdf

### X

\_\_\_\_\_  
Lessee

IP Address: 71.219.103.94  
10/17/2022 01:41pm EDT

### X

\_\_\_\_\_  
Lessee

IP Address: 71.219.103.94  
10/17/2022 01:49pm EDT

## 9. Sign and Accept

### 9.1 ACCEPTANCE OF LEASE

---

This is a legally binding contract. If not understood, seek competent advice before signing.

By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept Lease agreement and addenda. You will receive a printed contract for your records.

Tenant agrees that Agent is signing on behalf of Landlord and is not a party to this Lease. As such, Tenant will not name Agent in any lawsuit seeking to enforce provisions of this Lease or the VRLTA.

X \_\_\_\_\_  
Lessee

X \_\_\_\_\_  
Lessee

X \_\_\_\_\_  
Lessor IP Address: 71.219.64.59  
10/17/2022 01:52pm EDT