

## STANDARD RESIDENTIAL LEASE

This lease, hereinafter made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between Deminvesco, Inc. designated as "Landlord" and \_\_\_\_\_, hereinafter designated as "Tenant".

### WITNESSETH:

The Landlord, in consideration of the rent specified herein to be paid by said Tenant and the other covenants, agreements and conditions hereinafter contained to be kept, performed and observed by said Tenant does hereby lease to said Tenant the premises known as \_\_\_\_\_, The term shall begin on \_\_\_\_\_ at noon and end on \_\_\_\_\_ at noon.

The Tenant, in consideration of the demise and of the covenants and agreements made herein by said Landlord, leases said premises for the term and does hereby promise to pay to the Landlord, his representatives, and assigns as rental for said premises the rate of \$\_\_\_\_\_ per month, due and payable on or before the first of each month. Tenant acknowledges that rent is based on their performance of the covenants herein contained.

The Tenant covenants and agrees with the Landlord:

1. To pay and deliver to the Landlord the rental rate on or before the first of each month. A \$40.00 per day late fee will be charged for any payments made after the due date, unless other arrangements are made in writing and in advance of the due date.
2. That the Tenant shall and may not assign, transfer, or sublease the premises without first obtaining written consent of the Landlord. Guest of the Tenant shall be escorted by the Tenant or may be considered as a trespasser and may be removed from the property.
3. That the tenant will make a deposit (at time of signing lease) in the amount of \$\_\_\_\_\_ to be held by the Landlord and shall be refunded within 30 days of Tenant vacating the demised in CLEAN and GOOD condition.
4. The Tenant accepts said premises, fixtures and appliances in their present condition and Tenant agrees to keep said premises, fixtures and appliances fully functioning in good order and in a clean safe and sanitary condition; to obey all laws and ordinances affecting said premises, to repay the Landlord, (or forfeit all or part of the deposit stated in covenant #3) for the cost of repairs made necessary by the destructive, negligent, or careless use of said premises, fixtures, appliances and improvements made thereto; and to surrender the premises, fixtures, appliances and improvements made thereto at the termination of the rental term; reasonable wear anticipated. If amount of repairs exceeds the amount of the deposit and legal remedies are necessary it shall be so.
5. That the Landlord shall NOT be liable for any injury or damage to the person or property of the Tenant, or any other person irrespective of the cause. Tenant is required to purchase "renters insurance",.
6. To conduct no illegal activity on the premises or violate any ordinances of the City, state or other governing authority. Note: the City of Williamsburg has an ordinance restricting a single family residence to not more than 3 unrelated persons. Tenant agrees to abide by this and all other laws and

ordinances and shall reimburse landlord for any legal expenses he may incur due to the violation of said laws.

7. That the Landlord may inspect the premises with 24 hours notice to the Tenant, or when the Landlord believes the premises is endangered without notice. Tenant agrees to limited showing of the demised for the purpose of renting to other parties.

8. That the Landlord may re-enter and occupy the demises for the breach of any covenant herein contained upon the Tenants failure to remedy to the breach within 10 days or if Tenant shall be in default for 10 days in payment of rent.

9. Tenant is responsible for all utilities, reasonably anticipated repairs, to, appliances, fixtures, equipment including all maintenance, preventive and otherwise (including but not limited to any and all clogged drains) of the demised. Landlord shall be responsible for all major repairs to the demised as long as they are not directly related to the actions of lack thereof of the Tenant. An example of some reasonably anticipated repairs would be the replacement of a part on an appliance such as an element on a stove or hot water heater element. This would fall to the Tenant; however the replacement of the entire stove or entire hot water heater would be a major repair and fall to the Landlord. The Landlord reserves the right to determine the necessity of any major repairs. Tenant cannot obligate Landlord in any way for repairs or other goods or services. Tenant has (or will upon occupying demised) inspected the smoke detectors and stipulates they are functioning and adequate and Tenant will maintain same including batteries in smoke detectors.

10. In case of partial destruction or injury to the building(s) by fire, the elements or other casualty not related to the Tenant's action or lack thereof, the Landlord shall repair the same with reasonable dispatch after notice to him of such destruction or damage. In the event that the building(s) becomes totally unfit for the purpose of which this lease was made, due to the aforementioned causes, rent shall be paid up to the time the demised cannot be used for the intended purpose.

11. Any improvements made to the demised become the property of the Landlord at the time they are made. The replacing of locks or addition of any lock(s) to the demised is not allowed without first obtaining Landlord's approval. No structural or design changes are allowed by Tenant. The Landlord reserves the right to make improvements to the demised so long as they do not materially prevent the Tenant from using the demised for the purpose that it was intended.

12. This lease shall renew automatically on a month-to-month basis at the expiration of the initial term unless either party hereto notifies the other at least 30 days prior to the expiration of his intent not to renew. If this month-to-month lease takes place there will be a 10% increase in the rent starting with the first month of automatic renewal.

13. No pets are allowed.

14. The demised will be used as residence. Tenants acknowledge that the property is located within a quiet neighborhood and they agree to conduct themselves in such a manner as to be an asset to the neighborhood. Landlord may penalize Tenant if the neighbors or City lodge complaints against Tenant that go unresolved relating to conduct, occupancy or maintenance of the property. Not more than \_\_\_\_\_ vehicles are allowed on the property at any given time and then only in the driveway or parking area.

15. If a Virginia Court finds it necessary to sever a part of this lease to save the bulk of this lease then it shall be so. Tenant shall bear cost of collections, and reasonable attorney's fees to the extent permitted by law. If more than one Tenant this lease shall be construed jointly and severally.

Any notice by the Landlord to the Tenant, or by the Tenant to the Landlord may be given and shall be deemed to have been duly given if either delivered personally or sent by certified mail, addresses as the case may be:

To the Tenant at the leased premises.

To the Landlord at its office, 1220 E Richmond Road, Williamsburg, VA 23185

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this lease in duplicate as of the day and year first above written.

_____	_____	_____	_____
Date	Tenant	Social Security	Phone

_____	_____	_____	_____
Date	Tenant	Social Security	Phone

_____	_____	_____	_____
Date	Tenant	Social Security	Phone

_____	_____	_____	_____
Date	Tenant	Social Security	Phone

_____	_____	<u>757-565-3521</u>
Date	Landlord, Deminvesco, Inc.	Phone