

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made this _____ day of _____, by and between _____ their successors and assigns ("Landlord"), owner in fee simple of the condominium unit described below located in Parkfairfax Condominium, Alexandria, Virginia ("Condominium"), ("Tenant").

WITNESSETH:

That in consideration of the mutual covenants, promises and agreements herein contained, the parties do hereby covenant, promise and agree to and with each other as follows:

1. Lease Term; Rent. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms and conditions of this Lease Agreement ("Lease") and the Condominium Instruments and Rules and Regulations as hereinafter defined, the premises known and designated as Condominium Unit located at, _____, Alexandria, Virginia 22302 ("Premises"), for a term of _____, to commence on the _____ day of _____ and to end at midnight on the _____ day of _____, both dates inclusive ("Lease Term"). During the Lease Term Tenant shall pay to Landlord an annual basic rent of _____ **Dollars (\$_____ .00) which shall be paid in twelve equal installments of _____ (\$_____ .00).** The first monthly installment of basic rent shall be paid upon commencement of this Lease and the remaining installments shall be paid in advance, without deduction or demand, on the first day of each month during the Lease Term, at the office of Landlord set forth above or such other place as may be designated from time to time in writing by Landlord.

If this Lease commences on a day other than the first day of the month, the amount of rent to be paid for the balance of the first month shall be apportioned and paid upon the commencement of this Lease; thereafter, rent shall be paid on the first day of the month as aforesaid. Further, in the event this Lease commences on or after the 15th day of the month, Landlord, at its option, may require Tenant to pay to landlord in addition to the apportioned rental as set forth above the next month's full monthly installment of basic rent.

2. Service Charges. Landlord shall have the right to require rent payments to be made in cash, by money order, or by cashier's check or certified check. A service charge of **\$25.00** will be automatically made for each instance in which a check is for any reason returned unpaid by Tenant's bank. A late charge of **\$40.00** shall be immediately due and owing by Tenant to Landlord as Additional Rent for any payment delinquent five days after the date due.

3. Tenant's Representations. Tenant represents and warrants that the statements made on Tenant's signed application, which application is hereby incorporated by reference, are true and material representations which Tenant acknowledges have been relied upon by Landlord, the falsity of which, in whole or in part, shall constitute a breach of this Lease.

4. Possession. Landlord shall not be liable for failure, except for its willful failure, to deliver possession of the Premises at the time stipulated herein as the date of the commencement of the tenancy, nor shall such failure excuse Tenant's obligation hereunder, except that in the event of delay the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this Lease to the day possession is tendered to Tenant.

5. Condition of Premises. Tenant hereby acknowledges that Tenant has inspected or is familiar with the condition of the Premises and agrees to accept the Premises in "as is" condition and the acceptance of this Lease shall be deemed conclusive evidence that the Premises are on the date hereof in satisfactory condition and repair, unless otherwise specified herein. Tenant agrees that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises, that no other warranties, express or implied, were made by Landlord or any agent of Landlord, and no promises have been made to decorate, alter, repair or improve the Premises.

6. Security Deposit. Tenant agrees to deposit with Landlord upon the execution of this lease, the sum of \$_____.00 as the Security Deposit for the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Lease. At the termination of the tenancy hereunder, for whatever cause, Landlord may use, apply or retain the whole or any part of the Security Deposit for any obligation of Tenant arising under the terms of this lease. The Security Deposit or any portion not so retained and applied shall be refunded to Tenant within forty-five days after termination of the tenancy and delivery of possession of the Premises to Landlord.

Tenant shall not utilize the Security Deposit as rent, deduct the same from the last month's rent, or require Landlord to indemnify itself by resort to the Security Deposit with respect to any violation or default by Tenant.

In the event that any part of the Security Deposit shall have been utilized by Landlord in accordance with the terms hereof or applicable law, Tenant shall upon demand by Landlord immediately deposit with

Landlord, a sum equal to the amount so applied by Landlord so Landlord shall have the full Pet Deposit on hand at all times during the Lease Term, including any extension, renewal or holdover term.

7. Pet Deposit. Tenant agrees to deposit with Landlord upon the execution of this lease, the sum of _____ as the Pet Deposit for the full and faithful performance by Tenant of the terms under item 15 of this lease. At the termination of the tenancy hereunder, for whatever cause, Landlord may use, apply or retain the whole or any part of the Pet Deposit for any obligation of Tenant arising under terms of item 15 of this lease. The Pet Deposit or any portion not so retained and applied shall be refunded to Tenant within forty-five days after termination of the tenancy and delivery of possession of the Premises to Landlord, with interest, if any, required by law.

8. Compliance with Condominium Instruments. Tenant acknowledges that the Premises is a condominium unit and Tenant's right to use and occupy the Premises shall be subject and subordinate in all respects to the provisions of the Declaration and Bylaws of the Condominium ("Condominium Instruments") and to such other Rules and Regulations as the Board of Directors of the Parkfairfax Condominium Unit Owners Association ("Association") may from time to time promulgate ("Rules and Regulations"). Failure of Tenant to comply with the provisions of the Condominium Instruments or the Rules and Regulations shall constitute a breach of this Lease. If the lease is breached the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty-five days prior written notice to the Unit Owner, in the event of a default by the lessee in the performance of the lease. This Lease grants Tenant leasehold estate in the Premises for the Lease Term specified herein together with a license granting Tenant, during the Lease Term, Landlord's right to use the common elements and common facilities of the Condominium, provided that Tenant and Tenant's family, permittees, licensees, employees, invitees and agents exercise such license in accordance with the provisions of the Condominium Instruments and the Rules and Regulations. Tenants shall indemnify and hold harmless Landlord for any damages, direct or indirect, incurred by Landlord as a result of the noncompliance by any of the aforesaid persons with the provisions of any of the Condominium Instruments, Rules and Regulations or any other covenant of this Lease.

9. Maintenance. Tenant shall keep the Premises neat, clean and sanitary, dispose of all rubbish, garbage and other organic or flammable waste in a clean, safe and sanitary manner and in compliance with the procedures established by the Condominium. Tenant shall use and operate all electrical, gas, plumbing, and heating fixtures and appliances in accordance with the normal operating procedures and in a safe manner. Tenant shall not, nor shall Tenant permit any other person to, destroy, deface, damage, impair or remove any part of the Premises or the facilities and appurtenances thereto.

Tenant shall keep in a state of good repair, maintenance, and cleanliness all parts of the Premises, including equipment therein, and shall promptly report any defect, damage or breakage in any structure, equipment or fixture of the Premises to Landlord and, in the absence of Landlord, to the managing agent of the Association. Tenant will be held responsible for any damage to the Premises caused by the carelessness, misuse or neglect on the part of Tenant or Tenant's family, permittees, licensees, and agents. Any repairs made necessary by acts of commission or omission of Tenant, or any of the aforesaid persons or Tenant's pets, shall be paid for by Tenant, but Tenant shall not order repairs on or about the Premises without prior approval from Landlord.

10. Personal Property Risk. All personal property placed in the Premises, storage rooms or areas, or in any other portion of the Condominium, shall be at the sole risk of Tenant or the Parties owning the property, and landlord shall in no event be liable for the loss, destruction or theft of, or damage to, such property.

11. Inspection and Repair. Landlord, its agents or employees and mechanics authorized by Landlord, the Association or managing agent, shall and may, from time to time, at all reasonable hours, upon giving reasonable notice to Tenant, enter in and upon the Premises to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services and for all other lawful purposes, and to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the Premises without the consent of or prior notice to Tenant in case of emergency. Landlord shall have, during the last ten days of the Lease Term, free access to the Premises in order to make repairs or redecorate same for the incoming Tenant or purchaser should Landlord deem this action necessary. Notwithstanding anything contained herein to the contrary, Tenant agrees that in the event of his default in payment of rent due hereunder, Landlord is hereby authorized to permit the Sheriff or other authorized officer to enter the Premises in order to distrain.

12. Alterations. Tenant will not remodel or make any structural changes, alterations, additions or decorations to the Premises; will not paper, paint or decorate; nor install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted). Carpeting or rugs shall be maintained on at least eighty percent of the floor surfaces (excluding kitchens, closets and bathrooms) if the Premises is located over any other unit, to reduce transmission of sound between units. Tenant may install within the Premises new burglary prevention and fire detection devices; provided, however, that the installation does no permanent damage to any part of the Premises. A duplicate of all keys and operating instructions for all such devices shall be given to Landlord upon installation. Tenant shall, if requested by Landlord, remove all such devices upon termination of this Lease. If such devices are not removed, such devices shall become the property of Landlord and Tenant shall have no further rights thereto. All damage

caused by the installation or removal of such devices shall be repaired at Tenant's sole cost and expense.

13. Uses and Occupancy Restrictions. Tenant will use the Premises for a dwelling to be occupied only by members of the immediate family of Tenant, not to exceed **two** people. No other person shall be permitted to occupy the Premises without the written consent of Landlord. Nothing herein contained shall be construed, however, as restricting occasional visits of guests. However, guests shall not be permitted to dwell in the Premises for a period in excess of two weeks during any consecutive twelve-month period without the prior written consent of Landlord. Tenant will not use or allow the Premises or any part thereof to be used for any purpose other than as and for private dwelling-place or for any unlawful purpose, any purpose not permitted by the Condominium Instruments and/or Rules and Regulations, nor in any noisy, boisterous, or other manner offensive to any other occupant. Conviction of drug use, sale and/or distribution are grounds for immediate termination of this lease agreement.

14. Utilities. **Tenant shall pay for the cost of all utilities individually metered and/or billed to the Premises during the entire Lease Term, including any extension, renewal or holdover term, as the same become due and payable and pay all required deposits therefore.**

Landlord shall be under no liability to Tenant due to any discontinuance of heat, hot or cold water, or for the discontinuance of any other service and Landlord shall not be liable for loss or damage to property of Tenant caused by insects, termites, or other vermin, or by rain, snow, water or steam that may leak into or flow from any part of the Premises through any defects in the roof or plumbing or from any other source whatsoever, unless due to the willful or negligent acts of Landlord and written notice of such condition is given to Landlord.

In the event Landlord deems it necessary to temporarily interrupt or cause the interruption of gas, water, electric or other essential service to Tenant in order to make any necessary repairs to or permit the renovation, restoration, or replacement of any gas, water, electric or other essential service equipment, Landlord shall give Tenant reasonable notice thereof.

15. Pets. Tenant shall not keep or permit pets of any kind of the Premises without prior written permission from Landlord. One pet per unit is permitted upon registration with the Association Office. Additional pets must be approved by the Board of Directors. If written permission is granted, Tenant agrees to pay the cost of having the Premises de-fleaed and de-ticked by a professional exterminator at the termination of occupancy.

16. Sublet and Notice of Extended Absence. This Lease is personal to Tenant and Tenant shall not assign this Lease or sublet the Premises or any portion thereof, or transfer possession or occupancy thereof to any other person without the prior written consent of Landlord. The fact that Landlord refuses to give its consent to an assignment or subletting of the

Premises will not give rise to any claim for damages against Landlord. Tenant shall give notice to Landlord of any anticipated extended absence in excess of fourteen days. Landlord may in its sole discretion assign this Lease or any of its rights hereunder at any time without notice to or consent of Tenant.

17. Insurance. Tenant will do nothing and permit nothing to be done on the Premises which will contravene any fire or other insurance policy covering the same. If Tenant's use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant shall pay such increase within five days after Tenant shall have been notified of the amount by Landlord. Tenant shall obtain and maintain during the Lease Term (including any extension, renewal or holdover term), liability insurance against all claims on account of personal injury and property damage for which Tenant may as a result of use or occupancy of the Premises and/or the facilities and common elements of the Condominium become liable with limits of not less than: (a) \$100,000 with respect to personal injury to or death of person; (b) \$300,000 with respect to personal injury to or death of any number of persons arising out of any occurrence; and, (c) \$25,000 per occurrence with respect to any instance of property damage. Tenant shall provide Landlord with a certificate of insurance evidencing compliance with this paragraph.

18. Action by Landlord upon Default. Should Tenant at any time during the Lease Term, including any extension, renewal or holdover term, fail to pay one or any part of the monthly installments of rent as aforesaid, or any other charges for which Tenant shall be liable, when and as the same shall become due and payable, and if the rent or other charge remains unpaid five days after receipt by Tenant of written notice from Landlord of the nonpayment and Landlord's intention to terminate this Lease if payment is not forthcoming within that period of time, then Landlord may, at its sole option, terminate this Lease and take possession of the Premises forthwith by legal process from the court having jurisdiction over the Premises without any further demands for possession.

Should Tenant vacate the Premises for more than fourteen days without giving notice to Landlord in compliance with paragraph 15 hereof, Tenant shall be deemed to have abandoned the Premises and Landlord shall have the right to re-enter the Premises without being required to obtain possession through court action.

If Tenant abandons or vacates the Premises, or is dispossessed by process of law or otherwise and upon re-entry and taking possession of the Premises by Landlord, any personal property belonging to Tenant and/or left on the Premises shall, at the sole option of Landlord, be deemed abandoned or be placed in public or private storage at the expense and risk of Tenant and/or the owner thereof.

Further, if Tenant fails to comply with any of the other terms of provisions of this Lease, or maintains the Premises in such condition as to materially affect health and safety, Landlord, upon delivery of a written notice to Tenant specifying the acts and omissions constituting

the breach and stating that the Lease will terminate thirty days after delivery of such notice if the breach is not remedied in twenty one days, shall have the right to terminate this Lease and take possession of the Premises forthwith by legal process without further demands for possession upon expiration of the thirty day period.

19. Bankruptcy. In the event Tenant is adjudicated a bankrupt or makes an assignment for the benefit of creditors, it shall constitute a default by Tenant and this Lease, at the option of Landlord, shall forthwith be terminated and determined, and the Premises shall be surrendered to Landlord, who hereby reserves the right to forthwith re-enter and repossess the Premises. Nothing herein shall constitute a waiver of Landlord's right to prove damages for rent accrued prior to termination and further damages, if any, for breach of this Lease.

20. Surrender and Notice to Terminate. In the event no default under the terms of this Lease has occurred on the part of Tenant, then Tenant shall be entitled to at least thirty days written notice from Landlord to vacate the Premises at the expiration of the Lease Term and Landlord shall be entitled to at least thirty days written notice from Tenant indicating Tenant's desire to vacate the Premises at the expiration of the Lease Term. Tenant will, upon termination of this Lease, surrender the Premises and all fixtures and equipment therein in good, clean and operating condition, in the same condition as when received, ordinary wear and tear excepted. Tenant shall, at the time of vacating the Premises, clean the Premises, including the stove, refrigerator, floors and walls, and remove all trash from the Premises. If such cleaning and removal of trash is not accomplished by Tenant, action deemed necessary by Landlord to accomplish the same shall be taken by Landlord at Tenant's expense. Upon vacating the Premises Tenant shall deliver all keys thereto to Landlord within twenty-four hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

21. Holdover. In the event Tenant shall remain in possession of the Premises at the expiration of the Lease Term, Tenant shall, by virtue of this Lease, become a tenant by the month at the monthly rental paid for the last month of the Lease Term, to be paid as aforesaid, and Tenant shall be subject to all of the agreements and conditions herein contained, and shall give to Landlord at least thirty days written notice of any intention to vacate the Premises. Landlord shall give to Tenant at least thirty days written notice of its intention to terminate the tenancy or to increase the monthly rental fee.

22. Destruction. In case the Premises shall be damaged by fire, rain, wind, act of God or other cause beyond the control of Landlord, unless the same shall occur for any reasons for which Tenant is responsible, then the Premises shall be repaired within a reasonable time at the expense of Landlord. In case the damage be so extensive as to render the Premises untenable, the rent shall thereafter be abated until such time as the Premises shall be tenantable. In case of total destruction of the Premises by fire or otherwise, or in the event that Landlord, in its sole discretion, or the Association, determines not to

repair the damage or destruction, the rent shall be paid up to the time of such destruction and this Lease shall cease and come to an end. In the event the Premises are damaged as stated herein due to the negligence or carelessness of Tenant, the rent reserved herein shall not cease or abate and Tenant agrees to pay for all damage caused thereby and for repair and/or restoration of the premises.

23. Condemnation. In the event that the Premises or any part thereof (other than common elements, the taking of which does not prevent continued occupancy of the Premises) is taken by any authority exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by the condemnor. Tenant waives all claims against Landlord or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of such award which Landlord may receive, hereby quitclaiming all interest therein to Landlord.

24. No Waiver. No waiver by Landlord of any breach of any covenant or agreement herein contained shall be construed to be a waiver of the covenant or agreement itself, or of the subsequent breach thereof. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

25. Attorney's Fees. In the event of the employment of an attorney by Landlord because of the violation of any covenant, agreement, or provision of this Lease (or the Condominium Instruments or Rules and Regulations), Tenant agrees to pay such attorney's fees as permitted by law plus any Clerk's or Sheriff's fees, and any and all additional costs that may be incurred in the event legal action becomes necessary (whether by Landlord against Tenant or any third party against Landlord as a result of an act or omission by Tenant).

26. Subordination. This Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting the Premises or any portion of the Condominium. Although the subordination provisions of this paragraph shall be deemed automatic, Tenant shall within five days after demand execute any and all instruments requested by Landlord to evidence such subordination, and upon Tenant's failure to execute such instruments for and on behalf of Tenant.

27. Agency. In the event that Landlord appoints an agent to manage the Premises and collect the rent due under this Lease, Landlord may authorize the agent to act for Landlord under the terms of this Lease and Tenant shall in all cases comply with the reasonable exercise by the agent of any and all of Landlord's rights under this Lease. Further, Tenant shall in all cases comply with the reasonable exercise by the Association and/or managing agent of any and all of Landlord's and the Association's rights under this Lease and/or the Condominium Instruments and Rules and Regulations.

28. Notice. Any notice provided for or permitted by this Lease to be given by one party to the other may be given sufficiently for all

purposes in writing, mailed prepaid as registered or certified United States mail, addressed to the party to be notified. Notices shall be addressed to Landlord at the address set forth above and to Tenant at the Premises, or at such other address as may be designated by one party in writing to the other, or delivered personally within the Washington, D.C. Metropolitan Area to Landlord or Tenant as the case may be, and shall be deemed conclusively to have been given on the date of such mailing or personal delivery.

29. Severability. The provisions of this Lease are severable and if any provision, paragraph, sentence, clause, or part thereof is held illegal, invalid, unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, paragraphs, sentences, clauses, or parts of the Lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Lease would have been made by both parties if such illegal, invalid or unconstitutional provision, paragraph, sentence, clause, or part had not been included therein.

30. Miscellaneous. The conditions and agreements contained herein to be performed by the respective parties are binding on, and may be legally enforced by, the parties, their heirs, executors, administrator, successors and assigns, respectively. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Lease or in any way affect its provisions. This Lease may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument. Landlord and Tenant hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other arising out of this Lease. This Lease embodies the final and entire agreement and understanding between the parties, supersedes all prior negotiations, agreements and understanding, and neither Landlord or Tenant nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained. Tenant waives the benefit of the Homestead Exemption laws of the Commonwealth of Virginia as to all obligations hereunder. Any provision of this Lease may be modified, waived, or discharged only by an instrument in writing signed by the party against which enforcement of such modification, waiver, or discharge is sought. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number in any place herein in which the context may require such substitution. Tenant shall acknowledge and recognize as Landlord any successor, assignee or transferee of Landlord.

Notwithstanding anything contained herein to the contrary, this Lease shall be governed by and construed in accordance with the "Virginia Residential Landlord and Tenant Act", Sections 55-248.2 et seq. of the Code of Virginia, as amended as of this date.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed on the day and year first above written.

Landlord:

Tenant:

Date: _____

Date: _____