



LEASE

(This is a legally binding contract. If not understood, seek advice before signing.)
D.J. Veliky is a licensed Realtor.

Veliky L.C., Lessor, in consideration of the agreements of the Lessee set forth below hereby leases to Lessee the apartment/house located XXXX Charlottesville VA Lessees, jointly and severally, in consideration of said leasing agree:

Term

1. That the term of this lease is for 360 days, beginning at noon the \_\_\_ day of July 2019 and terminating the \_\_\_ day of July 2020, at 9:00 AM.

Rent

2. To pay as rental for said apartment the sum of XXXXXXXX Dollars and zero cents (\$) payable in 12 installments of XXXX Dollars and zero cents (\$). Each monthly installment shall be due on the first day of the month. Payments to be made in one check or money order. In the event that monthly payments are made with more than one check, 5% as additional rent will be due. First lease payment due before move in.
2a. Lessor to accept rent only from persons signed on this lease.

Security Deposit

3. Lessee to pay a damage, security deposit of \$ \_\_\_ payable in advance, and to remain intact with this lease until termination by all original Lessees. Security deposit will be refunded to the spokesperson (identified in application as representative for self or Lessee group), on termination of this lease provided that all rents are paid in full and there is no damage, normal wear and tear excepted. Refund will be made by mail to the forwarding address stated below, or to such other address as is provided in writing, within forty- five days of the end of the term of the lease.
3a. Lessee to call Lessor for final inspection after all personal belongings have been removed and apartment has been cleaned. Lessee has the right to be present at final inspection, notice to be given 14 days prior to lease expiration. Should lessee not be present for final inspection, lessor's inspection is final. If Lessee's belongings are not removed rent will continue at \$100.00 per day until belongings are removed and apartment is cleaned. Should damages exceed deposit paid, Lessor shall be entitled to the additional expenses.
3b. Any of Lessee's belongings that are left on premises twenty- four hours after lease expires may be disposed of.
3c. With any renewal lease, resulting in a change of original Lessee(s), the original deposit will remain intact and security deposit returns will be handled between Lessees.
3d. Lessee will not deduct the security deposit from the last month's rent payment.

Move-out Cost Estimate Addendum

3e. A move-out cost estimate addendum is attached to and part of this lease.
3f. In the event all keys are not returned there will be a charge of \$75.00 for changing the locks.
3g. Lessee(s) are to leave the utilities on for 5 days after the lease ending date

Late and Assignment or Sublease Fee

4. In the event that Lessor does not receive from Lessee any installment of rent by the fifth day for which such installment is due, a late fee of \$ \_\_\_ shall be due as additional rent, and, in the event of any assignment or sublease of the property by Lessee, Lessor will be notified of the names of the sublease a fee of \$ N/A shall be paid by Lessee to Lessor. Lessee will pay Lessor \$48 for each returned check. Lessor has the right to require that all payments be made by money order or cashier's check.

Costs of Enforcement

5. Both parties hereby agree to pay all costs, fees, and charges incurred by the other in enforcing, by legal action or otherwise, any of the provisions, covenants, and conditions of this lease, including such attorney's fees as may be recoverable by law.

Terms and Renewal

6. This lease will terminate upon the expiration of this term. The Lessee shall promptly vacate the premises, removing all items of personal property and leaving the premises in good and clean order, reasonable wear and tear excepted.
6a. Lessor's insurance does not cover Lessee's personal property. Lessor recommends Lessee purchases Tenant Insurance for their protection. Lessor is not responsible for any personal belongings.

Application and/or Security Deposit Release Addendum

6b. Notice to renew lease shall be sent to spokesperson. Lessor reserves the right not to renew lease. A

Initial \_\_\_\_\_

renewal lease shall require an updated tenant application and/or security deposit release addendum, which are attached to and part of this lease.

### **Covenants of Lessor**

7. Lessor covenants for Lessee's quiet enjoyment of the term of this lease, and of any extensions of such term, and Lessor also covenants for Lessor's compliance with the requirements of building and housing codes materially affecting health and safety and applicable to the property.

7a. Parking permits are not guaranteed by Lessor. A parking spot may be leased.

### **Inspection and Condition of the Property**

8. Lessee will make a written report within 5 days of the beginning of the lessee's occupancy to note: 1) defects so as not to be charged for damages 2) items that need to be repaired for function of the unit. Only those signed on the lease may submit reports on the defect condition of the property.

### **Lead-Based Paint Statement**

8a. All housing built before 1978 may contain lead based paint. Lead from the paint, paint chips, and paint dust can pose hazards if not taken care of 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 lead based hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

8b. Lessor has no knowledge of lead-based paint or lead-based hazards in the housing. Lessor has no reports or records pertaining to lead-based paint or lead-based hazards in the housing.

Upon request Lessee has received the pamphlet "Protect your family from lead in your home".

### **Covenants by Lessee**

9. Lessee covenants (a) to pay the rent when due, (b) to conduct himself, and require other persons on the premises with his consent whether known by tenant or not to conduct themselves, in a manner that will not disturb his neighbors' peaceful enjoyment of the premises, (c) not to assign or sublet without the written consent of Lessor, and (d) not to use the property for any purpose other than residential purposes. After occupation of the property in a fit and habitable condition by Lessee (with the exception of any itemized defects, to which reference is made in paragraph 8 of this lease), Lessee covenants (e) to replace or repair all broken or damaged glass, screens, locks, plaster, flooring, and wood at the expense of Lessee and to the satisfaction of Lessor, (f) to keep any furnace (if located on the property), radiators, ranges, stoves, water and gas pipes, and all other water, gas, plumbing and electrical appliances and fixtures in good and substantial repair and clean condition, reasonable wear and tear excepted, (g) to keep any grass and shrubbery on the property trimmed, and otherwise maintain the grounds in good order, (h) to keep any gutters and downspouts cleaned and clear of leaves, needles, and other debris, (i) to keep clear all waste pipes, (j) to use water closets and other plumbing fixtures only for the purpose for which they were installed, and not to place personal items, cat litter, rubbish, rags, or other articles in such fixtures, (k) not to install on the property any heating or air conditioning unit, washing machine, or antenna of any kind without the written consent of Lessor, (l) to replace all faucet washers as necessary, (m) to keep all doors and windows closed during rain or snow, (n) not to keep on the property any explosives or any inflammable fluids or materials of any kind, (o) not to affix or suspend any signs, advertisements, or notices upon or from any part of the property without written consent of Lessor, (p) not to place an iron safe or other heavy articles on the property without the written consent of Lessor, and to be liable to Lessor for all damages resulting from the placement or moving of any such articles, (q) to not intentionally or negligently alter, destroy, deface, remove, add, or improve any part of the premises or permit any person to do so whether known by Lessee or not, without written consent by Lessor. Any such, alterations, additions, and improvements to the property, whether made by Lessor or Lessee, shall become a part of the property and so remain upon the termination of this lease, (r) to pay all utilities, (r-a)utilities may include but not be limited to water/sewer, gas, electric, trash, internet, phone and cable services. (s) not to use any harsh or abrasive cleaning compounds or solvents on any asphalt tile floors, and to use only waxes of a water emulsion type, and (t) not to keep any animals, wild or domestic on the property without the written consent of Lessor, (u) \_\_\_\_\_ adult and \_\_\_ children may live at this address, (v) to pay an additional \$100.00 per month for any additional person (w) if a pet is present at the property without Lessor's written permission, Lessee will be responsible for removing the pet and paying all charges/damages created by or relating to that pet.

### **Condemnation**

10. If all or a substantial part of the property shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this lease and all rights of Lessee under it shall immediately terminate, and the rent shall be adjusted as of the time of such acquisition, but Lessee shall have no claim against Lessor for any value of the unexpired term nor shall Lessee be entitled to any part of the condemnation award or purchase price in lieu of such award.

### **Destruction by Casualty**

11. In the event of damage to the property by fire, enemy action, or other casualty, Lessor shall repair the same with reasonable dispatch after service upon Lessor of written notice of such damage by Lessee. If the property or any part of it is damaged by fire, enemy action, or other casualty to such an extent that the enjoyment of the property is substantially impaired, Lessee may immediately vacate the property and serve on Lessor a written notice within fourteen (14) days after such vacating of the intention of Lessee

to terminate this lease, in which case this lease terminates as of the day of vacating. If, however, the damage to the property by fire or otherwise was caused by the deliberate or negligent act of Lessee, or the agents, servants, employees, visitors, or licensees of Lessee, no option to terminate by Lessee shall exist and Lessee shall be liable for the rent during the unexpired term of the lease, without abatement, unless Lessor elects to terminate this lease, a right which Lessor hereby reserves in such contingency, and Lessee will be responsible to make repairs to all damages. Lessor will make these repairs at the expense of Lessee.

#### **Access to the Property by Lessor, Realtors, and their Duly Designated Representatives**

13a. Upon 24 hour notice to Lessee and at reasonable times, Lessor, Realtor, and their duly designated representatives may enter the property in order to (a) inspect the property, (b) make necessary or agreed repairs, decorations, alterations or improvements, (c) supply necessary or agreed services, (d) exhibit the property to prospective or actual purchasers, mortgagees, lessees, workmen, or contractors and (e) place "For Sale" signs on the property and after notice of termination of this lease by Lessor or Realtor to give reasonable notice to Lessee of Lessor's or Realtor's intent to enter the property, or in case the property has been abandoned or surrendered by Lessee, the property may be entered by Lessor, Realtor, and their duly designated representatives without notice to Lessee.

#### **Liability of Landlord and Realtors**

12. Neither Landlord nor Realtor shall be liable for injury or damage to persons or property either caused by or resulting from falling plaster, dampness, overflow, or leakage upon or into the property of water, rain, snow, ice, sewage, steam, gas, or electricity or by any breakage in or malfunction of pipes, plumbing fixtures, air conditioners or appliances or leakage, breakage or obstruction of soil pipes, nor for any injury or damage from any other cause, unless any such injury or damage shall be the result of the deliberate or negligent act of Landlord or Realtor, and tenant shall give prompt notice to Landlord or Realtor of any of the foregoing occurrences, however caused.

#### **Notice of Absence by Lessee**

13b. Lessee shall give Lessor notice of any anticipated extended absence of Lessee from the property in excess of (7) seven days. During such absence of Lessee, Lessor may enter the property at times reasonably necessary to protect the property. In the event the Lessee fails to give such notice, Lessor may recover from Lessee for any actual damages sustained.

#### **Rights of Lessor upon Breach of Lease by Lessee**

14a. Any of the following may be deemed by Lessor as a default by Lessee and breach of this lease: (a) material noncompliance by Lessee with this lease, (b) noncompliance by lessee with any obligations primarily imposed upon Lessee by provision of building and housing codes materially affecting health and safety and applicable to the property, (c) failure by Lessee to remove from the property all ashes, garbage, rubbish, and other waste in a clean and safe manner, (d) use of the property by Lessee, or use by others on the property with the consent of the Lessee, for any illegal purpose, (e) failure by Lessee, or failure by others on the property with the consent of the Lessee, to abide by all reasonable rules or regulations of Lessor, now in effect or hereafter adopted, concerning the use and occupancy of the property, and (f) abandonment of the property by Lessee. In the event of any such breach of this lease materially affecting health and safety, in addition to other remedies provided by law, Lessor may serve a written notice on Lessee that specifies the act or omission, constituting the breach and that informs Lessee that this lease will terminate (30) thirty days after receipt of such notice by Lessee if the breach is not remedied within (21) twenty-one days after receipt of such notice. If the breach is remediable by Lessee by repairs, by payment of damages, or otherwise, and Lessee does not adequately remedy it within such (21) twenty-one days, or, if the breach is not remediable, this lease will terminate (30) thirty days after receipt by Lessee of written notice that specifies the act or omission constituting the breach and that informs Lessee that this lease will terminate after such period. Upon such termination Lessor shall be entitled to possession of the property to any unpaid rent, late fees, or additional rent, to damages and injunctive relief for breach of this lease, and to such attorney's fees as may be recoverable by law.

14b. In the event of (a) noncompliance by Lessee with this lease materially affecting health and safety, (b) noncompliance by Lessee with any obligations primarily imposed upon Lessee by provisions of building or housing codes materially affecting health and safety and applicable to the property, or (c) noncompliance by Lessee with any reasonable rule or regulation of Lessor, now in effect or hereafter adopted, concerning the use and occupancy of the property, and such noncompliance can be remedied by repair, replacement of a damaged item, or cleaning, and, if Lessee fails to comply, as promptly as conditions require in case of an emergency, or within (14) fourteen days after service on Lessee of a written notice by Lessor or Realtor specifying and such noncompliance and requesting its remedy by

Lessee within such period of time, in addition to other remedies provided by law, Lessor, Realtor, and their duly designated representatives may enter the property and cause the necessary work to be done in a workmanlike manner. Upon completion of such necessary work, Lessor or Realtor may submit an itemized bill for the actual and reasonable cost or the fair and reasonable value of such necessary work to lessee, and the amount of such bill shall be paid by Lessee as additional rent on the next date upon which an installment of rent is due or, if the lease has been terminated by Lessor for any such noncompliance by Lessee, such bill shall be paid by Lessee immediately after submission of it.

14c. In the event that Lessee fails to pay when due any installment of rent, late fees, or additional rent, and such rent, late fees, or additional rent, is not paid within (5) five days after written notice by Lessor or Realtor as provided by law, Lessor may terminate this lease. Upon such termination Lessor shall be entitled to possession of the property, to any unpaid rent including accelerated rent, late fees, or additional rent, to any damages sustained, and to such attorney's fees as may be recoverable by law.

14d. If Lessee refuses to allow or prevents access to the Lessor or Realtor as provided in subparagraphs (a) and (b) of paragraph 13 of this lease, Lessor may obtain injunctive relief to compel access or may terminate this lease. In either case, Lessor may recover actual damages sustained and reasonable attorney's fees.

**Waiver and Non-waiver of Lessor's Right to Terminate**

15. Acceptance by lessor of monthly installments of rent with knowledge of a default by lessee under this lease, or acceptance by Lessor of performance by Lessee that varies from the provisions of this lease or rules or regulations adopted by lessor, shall not constitute a waiver of the right of Lessor to terminate this lease (a) for the continuation of the same breach or for another breach of this lease by Lessee occurring after the month to which such monthly installment of rent was accepted such variance. Acceptance by Lessor of partial payment of past due rent shall not constitute any waiver of any right of Lessor to terminate this lease for breach of its provisions by lessee, and acceptance of unpaid rent after expiration of a termination notice shall not constitute a waiver of the termination.

**Notice**

16. Lessor may serve notice under this lease on Lessee (a) by delivering such notice in writing to Lessee in hand or (b) by mailing such notice to Lessee at the address of the leased property or to the last known place of residence of Lessee by registered or certified mail. Lessee may serve notice under this lease on lessor (ε) by delivering such notice in writing to Lessor in hand or (b) by mailing such notice to Lessor at the address of Lessor disclosed at the ending of this lease. This paragraph (16) shall not be applicable to notice to pay or quit, to civil warrants, or similar documents required by law to be served by judicial or similar officers.

This lease and the addendum constitute the entire agreement among the parties, and it may not be modified or changed except by written instrument executed by Lessor and Lessee. This lease shall be construed, interpreted, and applied according to the law of Virginia, and it shall be binding upon and inure to the benefit of the parties' heirs, personal representatives, successors, or assignees.

The owner/landlord is a licensed real estate agent associated as an independent contractor with Long & Foster Real Estate Inc. and is a member of Veliky L.C. which has no ownership interest or affiliation with Long & Foster. Long & Foster derives no financial benefit and is not liable for any actions of the sales associate when the sales associate is working for another company, even if the other company is engaged in real estate related services. The undersigned acknowledges being given this disclosure and agree to hold Long & Foster Real Estate Inc. harmless from any liability in any transaction between the undersigned and the sales associate when the sales associate is not acting as a Long & Foster Agent.

Executed and entered in this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Lessor's \_\_\_\_\_ seal

For Lessee \_\_\_\_\_ seal & SS#

Make payment payable to :

Veliky L.C.

201 1-A 15<sup>th</sup> Street NW

Charlottesville, VA 22903

email: [office@velikyrentals.com](mailto:office@velikyrentals.com)

Fax: 434.293.5783

For assistance call 434.293.5358

Emergency calls only after 9:00 p.m.

Forwarding Address for Security Deposit:

Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

Initial \_\_\_\_\_



Lease Addendum

**MOVE-OUT COST ESTIMATES**

**Cleaning and Repairs:**

Upon inspection, your property must be **completely vacated**. Any personal property left at the residence will be stored for **24 hours**, and then disposed of at the tenant's expense.

The property must be thoroughly cleaned and in satisfactory working order. **You will be charged for each instance in which a listed item must be cleaned, repaired or replaced.** (Not all repair/replacement costs are listed.)

These cost estimates are guide lines only. **Charges may exceed these estimates.** All deductions will be taken from your security deposit. A **10% administrative fee** will be charged on the deductions taken to restore the property to move in condition. If the amount of the security deposit does not cover the charges, you will be billed for the balance.

**General**

**TRASH**

Trash removed to dumpster or curb \$15.00/bag One or more missing original Keys for the first 2 locks: \$75.00/\$25each add.  
Trash hauled to land fill \$100.00/trip  
Large items: furniture, mattresses, etc \$150.00 per item

**KEYS**

**UTILITIES**

Utilities NOT left on 5 days after lease termination:

Dominion Power-electricity \$75.00  
Charlottesville Sewer/Water \$75.00  
Charlottesville Gas \$75.00

**Damages**

Smoke Detectors \$20.00 Light Bulbs: \$4.00  
Storm Windows \$65.00+up 9Volt smoke det battery \$4.00  
Screens for Windows \$25.00+up  
Doors Handles/Locks \$30.00+up  
Drywall Repair On-site Estimate  
Door Repair/Replacement On-site Estimate  
Carpet replacement \$49.50/sqyd (\$5.50sqft)  
Smoke Removal ( \$200  
Drip Pans Replacement \$10.00ea

**WALLS**

All walls with Glidden Antique White Flat or Semi-Gloss MP 6422  
Any original paint that is altered and not repainted with Glidden MP 6422 will be charged \$250.00 per room.

**SPACKLE**

Any nail/tack hole, sticky tape  
tape, etc. left by the tenant will need to be repaired.  
Please buy spackle compound, plastic spackle knife  
and 150 grit sand paper to repair. (About \$5.00)

**DO NOT USE ANYTHING OTHER THAN  
SPACKLING TO REPAIR WALLS**

**SPACKLE CHARGES PER ROOM:**

Sticky Tac \$1.50ea  
Stickers \$1.50ea  
Tape \$1.50ea  
Toothpaste \$1.50ea  
Other \$1.50ea

**CLEANING ESTIMATES**

**(NOTE ALL CARPETS MUST BE STEAM CLEANED!)**

Normal

Excessive

1 Bedroom \$180

ADD 50+

2 Bedroom \$270

3 Bedroom \$360

4 Bedroom \$450

5+ bedrooms add \$90 per room

Signature \_\_\_\_\_ Spokesperson/lessee Signature \_\_\_\_\_ Lessor  
Property Address \_\_\_\_\_ Date \_\_\_\_\_