



761C Monroe Street, Suite 100 Herndon, VA 20170  
Phone (703) 709-2264 FAX (703) 709-5230

### RESIDENTIAL DEED OF LEASE (v01.12)

(This Lease is a legally binding contract. Seek competent advice before signing.)

This RESIDENTIAL DEED OF LEASE ("Lease") is made on this \_\_\_\_ day of \_\_\_\_\_, 2012  
Between \_\_\_\_ (one or several, herein after "Landlord") \_\_\_\_ (one or several, herein after "Tenant") Who by their initials and signatures below hereby acknowledge that in this real estate leasing transaction, McGrath Real Estate Services, Inc. ("Agent") represents the Landlord, and \_\_\_\_ ("Leasing Company") represents the Tenant. (If Agent is acting as a dual representative for both Landlord and Tenant, with or without designated representatives, then the appropriate disclosure form is attached to and made a part of this Lease.) If more than one person is entering into this agreement as tenants, each shall be jointly and severally liable for any claims arising out of this Lease.

**1. PREMISES:** The Landlord hereby leases to Tenant and Tenant hereby leases from Landlord on the following terms and conditions, a leasehold interest in the premises and all improvements (to include all fixtures, appliances, equipment and systems) described as follows:

Street Address: \_\_\_\_\_ Choose an item, Virginia Zip Code \_\_\_\_\_, ("Premises").

**2. FIXTURES AND APPLIANCES:** Landlord shall provide as part of the Premises all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, smoke and heat detectors, any such other property identified at time of commencement of this Lease, and if so indicated below the following checked fixtures and appliances:

Provided				Provided				Provided			
Yes	No	"As Is"		Yes	No	"As Is"		Yes	No	"As Is"	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alarm system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storage shed/unit
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	w/Ice maker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Extra refrigerator
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Surround sound system
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace screen/door	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garage opener(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ground sprinkler system
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stove or range	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garage remote(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Furnace humidifier
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall oven	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shades and/or blinds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window A/C unit
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window treatments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stand alone freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, equip. & cover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot tub, equip. & cover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Playground equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

\*Any fire extinguishers or carbon monoxide detectors left at the Premises are considered "As-Is" and are not guaranteed by the Landlord.

**3. LEASE TERM RENT:** The term ("Lease Term") shall commence *at noon on* \_\_\_\_\_, 2012 ("Commencement Date"), and terminate *at noon on* \_\_\_\_\_ ("Termination Date"). Should Tenant fail to vacate as scheduled, the per diem rate will double. The total rent for the initial Lease Term shall be \$ \_\_\_\_\_ .00 payable as follows: \$ \_\_\_\_\_ .00 due no later than twenty-four (24) hours prior to the commencement date and thereafter in subsequent installments of \$ \_\_\_\_\_ .00, due on the first day of each calendar month beginning \_\_\_\_\_, 2012 without notice, demand or offset.

This Lease shall be extended automatically on monthly basis **unless landlord** gives the **tenant** at least **30** days written notice to terminate this Lease. The **tenant** must give the **landlord at least 60** days written notice of the intention not to extend this Lease at the end of the Lease Term. **This notice shall be received no later than the first day of the month and tenancy shall terminate on the last day of the month. If notice is received after the first of the month such notice shall not be in effect until the next rent due date.** If this Lease is extended on a monthly basis, rent will be increased by five-percent (5%) and all other terms and conditions in this Lease shall remain in full force and effect.

**4. LATE PAYMENTS AND RETURNED CHECKS:** Installments of rent not received by the Landlord or Agent on or before the due date shall be deemed late and Tenant shall be in default under this Lease. If all rent due is not



Landlord	_____ / _____
Tenant	_____ / _____

received within five (5) days from the due date, the Tenant agrees to pay an administrative charge of ten-percent (10%) of one full month's rent. The Tenant also agrees to pay an additional charge of \$50.00 for each returned check or insufficient funds in an online transaction. The Landlord has the right to require that all payments be made by money order, cashier's check, and/or certified check.

**5. FAILURE TO PAY:** Failure to pay any installment of rent, administrative charge, security deposit or any additional fee, when due is a default under this Lease. If not paid within five days after written notice by Landlord or Agent of non-payment and of the intention to terminate this Lease, the Landlord may terminate this Lease, whereupon any unpaid rent for the entire remaining Lease Term shall be immediately due and payable. Upon termination, the Landlord shall be entitled to:

- A. Immediate possession of the Premises,
- B. Any unpaid rent, additional rent, security deposit and administrative charges,
- C. Any damages sustained to the Premises,
- D. Court cost and reasonable attorneys fees, and
- E. All other remedies provided by law.

**6. MANAGEMENT: McGrath Real Estate Services, Inc., (Agent).** Agent is authorized to manage the Premises and collect rent on behalf of the Landlord and shall exercise all rights of the Landlord under this lease. For the purpose of this Lease, tenant shall pay rent and make any notices required in this Lease to Agent.

Office Address: 761-C Monroe St., Suite 100, Herndon, VA 20170.  
Phone Number: (703) 709-2264 FAX Number: (703) 709-5230

**7. TRUTHFULNESS OF TENANT'S APPLICATION:** Tenant represents and warrants that all statements made on the rental application, which application is incorporated herein by reference, are material representations that have been relied upon by Agent and Landlord as an inducement for Landlord to rent the Premises to Tenant. If any fact in the application is untrue, Landlord shall have the right to terminate this Lease, to hold Tenant liable for any and all damages to the Premises, to avail themselves of all rights and remedies to which they may be entitled by law or in equity, and to recover reasonable attorney fees and costs.

**8. COMPLIANCE WITH OWNER'S ASSOCIATION DOCUMENTS OR SIMILAR AUTHORITY:** Tenant's right to use and occupy the Premises shall be subject to and subordinate in all respects to the applicable Property Owners' Association, Homeowners' Association, Condominium Unit Owners' Association, Corporate Association, or any other type of association governing the Premises in any way (the "Owners' Association"), as the case may be. Tenant shall comply with all rules and regulations, declarations, by-laws, covenants, and mandates of the Owners' Association ("Rules and Regulations"). Failure to comply with the Rules and Regulations shall constitute a material breach of this Lease. This Lease grants Tenant a leasehold interest in the Premises for the Lease Term specified, together with a license granting to Tenant of Landlord's rights, if any, to use the common elements and common facilities of the Owners' Association (excluding without limitation, membership rights in the owners' association), for such Lease Term, provided however, that Tenant and Tenant's family, guests, licensees, employees and agents exercise such license in accordance with the provisions of the Rules and Regulations. Tenant shall be responsible for and pay all move-in fees, elevator use fees, parking fees, and fees for any use of any amenities not expressly provided by the Landlord.

**9. UTILITIES:** Tenant shall keep in service and promptly pay all utility bills separately metered or billed to the Premises, during the Lease Term, including any extension, renewal or holdover term, as and when the same becomes due and payable. Said utility charges shall commence on or prior to the Commencement Date; and Tenant shall provide evidence of final payment as a condition precedent to the release of any portion of any deposits held by Landlord.

**10. SECURITY DEPOSIT:** The Tenant shall deposit on or before the Commencement Date the sum of \$ \_\_\_\_\_.00 ("Security Deposit") to be held by Agent as security to ensure the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Lease and Tenant's occupancy of the Premises.

**A.** In the event that Tenant fails to comply with any term, provision, covenant or condition of this Lease, Landlord may use, apply or retain all or any part of such Security Deposit or additional deposits as payment of any rent, additional fees or handling charges, and payment for damages that Landlord has suffered by reason of Tenant's



Landlord	_____ / _____
Tenant	_____ / _____

noncompliance, or for any other sum that Landlord may expend or be required to expend by reason of any noncompliance by Tenant, including any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrue before or after the reentry by Landlord.

**B.** After Tenant has faithfully performed his obligations hereunder, paid all rent and other charges due Landlord, returned all keys and surrendered the Premises (including all fixtures, facilities and appliances) in the same condition as at the Commencement Date, except for reasonable wear and tear, and provide Landlord with proof of payment of final utility bill(s), if any, then Landlord shall, within sixty (60) days after the termination of the tenancy and delivery of possession of Premises, return any remaining amount(s) of the Security Deposit and additional deposits to Tenant, together with an itemized list of deductions made from said deposits for charges, costs or damages incurred by Landlord as a result of Tenant failing to abide by the terms of this Lease. In the event that the actual costs incurred by Landlord are not readily available, Landlord may hold any or all of the Security Deposit or any other deposits for a reasonable time until the actual costs are ascertained. A minimum of two hundred dollars (\$200) shall be withheld at the time the premises is vacated for payment toward any unpaid utility bills unless evidence of payment of final utility bill is presented to Landlord prior to the release of any Security Deposit herein.

**C.** It is expressly understood that Landlord's application of the Security Deposit or additional deposits shall not be Landlord's sole remedy in the event of Tenants default. ***Should the cost of repairs, replacements and/or Landlord's other damages (including but not limited to those set forth in paragraph 10-H herein) exceed the amount of any deposits; Tenant shall pay for such excess costs. No portion of any deposits held by Landlord shall be applied by Tenant as payment of rent or other obligations due hereunder without the express written authorization of Landlord.*** Tenant shall pay rent each month as required without deduction for any deposit made.

**D.** If, during the Lease Term, including any extension, renewal or holdover, any portion of the Security Deposit and/or the additional deposit is utilized by Landlord in accordance with the terms herein or applicable law, Tenant shall, upon demand, immediately deposit with Landlord a sum equal to the amount so applied by Landlord, so Landlord shall have the full Security Deposit and/or the additional deposit on hand at all times during the Lease Term. Failure to comply with the Landlord's request for a supplemental deposit shall constitute a material default of this Lease.

**E.** In the event of change of management or the sale, transfer or assignment by Landlord of his interest in the Premises or this Lease, Agent shall notify Tenant of such sale, transfer, or assignment, and Landlord shall have the right to transfer the Security Deposit and any additional deposits to the transferee whereupon Agent and/or Landlord shall be released from all liability with respect to all deposits and Tenant shall look solely to the new owner and/or agent of the owner for the return of any deposit(s). Upon the request of Landlord, Tenant agrees to cooperate and assist Landlord with the transfer of the deposits and shall promptly sign an addendum to this Lease documenting the transfer of deposit and release of liability of Agent and Landlord.

**F.** If Agent is holding any deposits, Agent may place deposits in an interest bearing escrow account and such interest shall accrue to the benefit of Agent and neither Landlord nor Tenant shall make any claim thereto.

**G.** In the event that Tenant vacates the Premises and the Premises requires repairs or restoration (per paragraph 10-B and 10-H herein) for which Tenant is responsible for under this Lease, then in addition to any other charges, Tenant shall pay an administrative fee actual to Agent of twenty percent (20%) of the cost of repair or restoration of said damages. It is acknowledged that this fee represents fair and reasonable compensation to the agent for services relating to the repair or restoration of the Premises.

**H. PETS:** Tenant and/or Tenant's guests shall not keep pets on the premises without the prior written consent of Landlord. Should this written consent be granted, the Tenant acknowledges that Landlord's consent is conditional for so long as there are no bona fide complaints involving such pet(s). ***If an unauthorized pet is found on the Premises, the full security deposit may be forfeited at the option of the Landlord regardless of if any damage has occurred or the length of time the pet is on the Premises.*** If permission is ultimately granted for an unauthorized pet, an amendment must be signed and a \$250.00 administrative fee payable to Agent will be due along with any pet deposit at the time of the amendment signing.

Tenant agrees that when periodic inspections are scheduled, or, at the end of the lease term should property be marketed for rent or sale, pet(s) will be restrained or removed from the property during these times if Tenant is not present. Failure to allow access to the property due to a pet(s) will be treated as a violation of the lease and there may be a forfeiture of the pet deposit and/or security deposit.



Landlord	_____ / _____
Tenant	_____ / _____

The Tenant assumes all liability and responsibility for any and all damages caused by said pet(s) including, but not limited to, the cost of having all carpeting professionally cleaned and deodorized, the cost of having carpeting and/or padding repaired or replaced as the Landlord may see fit, the cost of repairing scratched and/or chewed doors, woodwork, floors or carpet, and the cost of having the premises de-flea and de-ticked by a professional exterminator. Damage to the exterior includes but is not limited to trees, lawns, shrubs, garden, plants, bushes, fencing and any damage done to the structure of the house. At the termination of tenancy Tenant shall provide paid receipts evidencing such de-flea and de-tick treatment(s) by a professional exterminator as well as said professional carpet cleaning receipts.

**ONLY the pet(s) listed on the Rental Application, this Lease, or accompanying Addenda signed by the Landlord are allowed. No pet-sitting allowed.** Written consent is hereby granted, and the following pet(s) may be kept on premises: Number: \_\_\_\_\_ (\_\_\_\_); Type: \_\_\_\_\_; Description: \_\_\_\_\_; An additional deposit of \$\_\_\_\_\_.00 is hereby required to be paid by Tenant prior to occupancy to further guarantee his obligations to Landlord under the terms of this Lease ("Pet Deposit"). Tenant is responsible for and agrees to maintain such pet(s) for so long as permitted by this Lease and in full compliance with the Rules and Regulations of the applicable Property Owners' Association and local ordinances.

**11. RIGHTS OF LANDLORD-FAILURE TO FULFILL COVENANTS:** If, at any time during the Lease Term, or any extensions, renewals, or holdover terms, Landlord should be required by any governmental authority, Owners Association or Managing Agent to make repairs, alterations or additions to the Premises, or its equipment, caused by Tenant's use of the Premises, Tenant's neglect or noncompliance with the provisions of this Lease, Tenant shall make such repairs, alterations or additions at Tenant's cost and expense. If Tenant shall neglect, fail or refuse to perform or observe any of the conditions, covenants, agreements or undertakings herein contained, other than the failure to pay rent when due, or if said Premises shall be deserted, abandoned, or vacated, then and in any of the said cases, in addition to the other remedies therefore provided by law, Landlord shall give written notice to Tenant specifying Tenant's acts or omissions hereunder and Landlord may terminate this Lease upon a date not less than (30) thirty days after delivery of said notice. If Tenant's breach is not remedied within (21) twenty-one days of Tenant's receipt of said notice, the Lease shall terminate as provided in said notice. If the breach is remedied by repairs or the payment of damages or otherwise and Tenant adequately remedies the breach prior to the date specified in the notice, this Lease shall not terminate. Upon termination, any breach not remedied by Tenant, then the Landlord shall be entitled to immediate possession of the Premises, to any unpaid rent, additional rent, additional fees, all costs of enforcement, damages and injunctive relief for breach of this Lease, court costs and reasonable attorney's fees.

**12. RIGHTS OF LANDLORD-COST OF ENFORCEMENT AND WAIVER OF EXEMPTIONS:** Tenant shall pay all costs, expenses, fees and charges incurred by Landlord in enforcing, by legal action or otherwise, any of the provisions, covenants and conditions of this Lease, including the payment of reasonable attorney's fees, and Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations under this Lease.

**13. TENANT OBLIGATIONS:** Tenant shall not make any alterations to the property without prior approval of Landlord. Any requests for such alterations, including any plans for restoration must be submitted in writing to Agent and approved by Landlord through written authorization of such requests. Tenant shall be responsible for any and all costs associated in the restoration of the property to its original condition. Landlord's consent must be in writing prior to any of the following: Remodeling, making any structural change, alteration, addition or decoration, including papering and **painting** of the Premises, driving nails (larger than 3mm in diameter) or devices into walls, ceilings or woodwork to attach fixtures, and drilling holes for cables or telephone wires.

Re-keying locks, installing extra locks, burglary prevention and fire detection devices must be approved by Landlord. The Tenant must provide the Agent with a duplicate of all keys. Failure to provide a key shall result in a \$50.00 administrative charge to Tenant payable to Agent AND Tenant may also be responsible for the cost to re-key the locks to provide Agent a working key. The Tenant shall remove all such devices and repair any resulting damage upon termination of tenancy unless otherwise agreed to in writing by Landlord.

**Throughout the Lease term, the Tenant shall be responsible for the following:**



Landlord	_____ / _____
Tenant	_____ / _____

- A. Maintenance of the premises in a neat, clean and sanitary condition, and removal from and disposal of all ashes, rubbish, garbage and waste in a safe and sanitary manner in appropriate or required receptacles.
- B. Use and operation of all electrical, gas, plumbing, sanitary, heating, ventilating, air conditioning appliances or other facilities in a safe and reasonable manner.
- C. Furnishing and replacing all light bulbs, fuses and the changing of furnace and air conditioner filters at least every two months. If the premises are equipped with an oil burner, Tenant agrees to purchase fuel from the company through which the Landlord has a burner service contract.
- D. Clearing of stoppage(s) of water closets, drains, pipes, and freeing jammed disposals, maintenance of all carpet and flooring, in a clean good condition; replacement and payment for glass breakage.
- E. Cutting and maintaining lawn and promptly removing ice and snow from all walkways, steps, stairs and driveways; maintaining drains, lawns and grounds free of leaves and other debris.
- F. Having carpets professionally cleaned to the satisfaction of Landlord upon vacating the premises. Tenant shall provide to Landlord satisfactory evidence of said cleaning or cost will be deducted from the security deposit.**
- G. Promptly reporting in writing any defect, damage, or breakage at the Premises including, but not limited to equipment or fixtures, to Landlord. If Tenant fails to promptly notify Landlord and any additional damage occurs, Tenant shall be responsible for the repair of such additional damage. This covenant, however, is not meant to be understood, interpreted or construed in any way to imply that Landlord is obligated or expected to repair such defect, breakage or malfunction once it is reported to Landlord or Agent/Agent by Tenant.
- H. In the event that the plumbing system at the Premises is frozen or obstructed due to the negligence of Tenant, his family, or guests, Tenant shall immediately pay for the cost of repairing the plumbing system or clearing any such obstructions. Tenant shall also be responsible for any additional costs associated with said repairs (i.e. - damaged drywall, carpets, etc.).
- I. In the event the Tenant contracts for cable television service, Tenant shall pay all such charges as they come due and are billed by the provider of such service.
- J. In the event the Tenant contracts for monitoring services with an existing or approved security system, Tenant shall pay all such charges as they come due and are billed by the provider of such service. Tenant shall also provide Landlord, without demand, the deactivation code for any security system(s) on premises. Any charges related to false alarms, police visits, or other emergency-response visits to the Premises shall be paid by the Tenant as such charges become due and are billed by the provider of said services.
- K. Tenant shall not deliberately or negligently destroy, deface, impair or remove any part of the Premises or facilities and appurtenances thereto, nor will Tenant permit any person whether or not known by Tenant to damage the Premises. Any repairs made necessary due to the negligence by any acts of the Tenant, his family, guests or pet(s), shall be paid by Tenant.
- L. During occupancy by Tenant, Tenant shall be responsible for the control and elimination of household pests including but not limited to: fleas, ticks, roaches, silverfish, ants, crickets, and small rodents. Upon vacating the Premises, Tenant shall be responsible for the elimination of all such household pests from the interior of the dwelling unit and garage.
- M. Tenant shall be responsible for the cost of any unnecessary service calls and any costs incurred as a result of Tenant failing to keep appointments with service person(s) who require access in order to make repairs or inspect the Premises.
- N. If the Premises is equipped with wood-burning fireplace(s), Tenant shall be responsible for having the chimney flue(s) cleaned prior to vacating the Premises. **Tenant shall provide to Landlord satisfactory evidence of said cleaning or cost will be deducted from the security deposit.**
- O. If the Premises has more than 50 square feet of hardwood flooring, Tenant shall be responsible for having 75% of hardwood floors of the premises covered with protecting area rugs during Tenant occupancy.

**14. CHECK IN/CHECK OUT:**

**A. CHECK-IN INSPECTION:** Within seven days after the occupancy of the Premises, Landlord may submit a written report itemizing the condition and or damages of the Premises existing at the time of the occupancy, which report shall be deemed correct unless the Tenant objects thereto in writing within ten (10) days after the receipt thereof. Tenant and Landlord agree that any representations as to the condition of the Premises and promises to decorate, alter, repair or improve the Premises must be in writing to be enforceable. Tenant shall be responsible for any move-in/out fees associated with the premises including, but not limited to condo association move-in/out fees, elevator use fees, and utility start-up fees.



Landlord	_____ / _____
Tenant	_____ / _____

**B. CHECK-OUT INSPECTION:** Tenant shall provide written request for a check out inspection to Agent/Landlord no later than Ten (10) days prior to Tenant's intended check out date. Agent/Landlord shall have the sole discretion in determining the time of the check out inspection. The Tenant has the right to be present. Agent/Landlord shall make a reasonable effort to advise Tenant of the time and date of the check out inspection, which inspection shall be made within seventy two (72) hours, weather permitting of termination of occupancy or tenancy, whichever occurs last. The inspection will be made to determine if there are any damages not considered fair wear and tear. More than one inspection may be necessary before all damages can be assessed. Keys, garage door openers, passes, parking stickers or permits shall be delivered to Agent on or before the date Tenant actually vacates the Premises. Failure to return keys and/or garage door openers and/or associated parking stickers or passes by 5pm of the last day of the lease term shall result in a \$350.00 deduction from Tenant's Security Deposit. Tenant shall be responsible for any move-in/out fees associated with the premises including, but not limited to condo association move-in/out fees, elevator use fees, and utility start-up fees.

**15. ACCESS TO THE PREMISES BY LANDLORD AND THEIR DULY DESIGNATED REPRESENTATIVES:**

Landlord and their duly designated representative(s) may enter the Premises in order to do one or any combination of the following:

**A.** Upon reasonable notice to Tenant and at reasonable times, to:

- i. Inspect the Premises;
- ii. Make necessary or agreed repairs, decorations, alterations, or improvements during the regular business hours of the firm doing the work;
- iii. Supply necessary or agreed services; and
- iv. Exhibit the Premises to prospective or actual mortgagees, workmen, contractors, appraisers and/or representatives of Owners Association.

**B.** After notice of termination of this lease by Landlord or Tenant, or up to ninety (90) days preceding the expiration of the lease term, to place a "For Sale" sign upon the premises in addition to a Realtor lockbox and to exhibit the premises to prospective or actual purchasers, at reasonable times; OR

**C.** After notice of termination of this lease by Landlord or Tenant, or up to sixty (60) days preceding the expiration of the lease term, to place a "For Rent" sign upon the premises in addition to a Realtor lockbox and to exhibit the premises to prospective or actual Lessees, at reasonable times and reasonable hours.

Should it become necessary to make repairs or to decorate the Premises, Landlord, whenever possible, shall make arrangements for contracted workers to coordinate with Tenant the time and date when workers may enter the Premises in order to accomplish the work. It then shall be the Tenant's responsibility to ensure that these workers have access to the Premises at a time and date during the business hours of the firm doing the work.

**16. EXPLOSIVES AND FLAMMABLES:** The Tenant shall not use, store or keep in or at the Premises any explosives, or flammables or combustible materials not typically used in normal household activities.

**17. 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 condemner. Tenant waives all claims against Landlord or Agent 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 any award which Landlord may receive, hereby relinquishing all interest therein to Landlord.

**18. LIENS UPON PREMISES:** Tenant has no authority to incur any debt or make any charge against the Landlord and/or his assign(s) or grant any lien upon the Premises. Tenant has no right to contract for services or materials used for the improvement of the Premises.

**19. NO WAIVER:** No waiver or oversight of any breach of any covenant, condition, or agreement herein contained, or compromise of settlement relating to such a breach shall operate as a waiver of the covenant, condition, or agreement itself, or of any subsequent breach thereof. Acceptance of the rent or acquiescence in a default at any time shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time. All individual provisions, paragraphs, sentences, clauses, sections and words in this Lease shall be severable and if any one or more such provisions, paragraphs, sentences, clauses or words are determined by any court, administrative body, or tribunal having proper jurisdiction to be unenforceable or void,



Landlord	_____ / _____
Tenant	_____ / _____

such determination shall have no effect whatsoever on any of the remaining provisions, paragraphs, sentences, clauses, sections, or words of this Lease.

**20. BANKRUPTCY:** In the event Tenant files for protection under bankruptcy laws, an involuntary petition in bankruptcy is filed against Tenant, or Tenant makes an assignment for the benefit of creditors, this Lease, at the option of the Landlord, shall forthwith terminate and the Premises shall be surrendered to Landlord, who hereby reserves the right to reenter and regain possession the Premises.

**21. SUBORDINATION:** This Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting the Premises or the building in which the Premises are located. Although the subordination provision of this section shall be deemed automatic, Tenant shall, within five (5) days after demand, execute any and all instruments requested by Landlord to evidence such subordination and upon Tenant failure to do so Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute such instruments for and on behalf of Tenant.

**22. NOTICE:** Any notice provided for or permitted by this Lease to be given by one party to the other shall be deemed sufficiently given for all purposes if in writing, mailed as certified United States mail, return receipt requested, postage prepaid, addressed to the party to be notified at such party's address as set forth herein or the last address designated by such party in writing to the other and shall be deemed conclusively to have been given on the date of such mailing or upon personal delivery. Notice may also be given to Tenant through service by Sheriff in accordance with the laws governing civil service of process in the Commonwealth of Virginia.

**23. POSSESSION:** If Landlord shall be unable to tender possession of the Premises on the date of the commencement of the Lease Term by reason of a) decorating repairs, cleaning has not been sufficiently completed to make the Premises ready for occupancy; b) the holding over retention of possession of any Tenant or occupants; or c) for any other reason beyond the control of Landlord, then the Landlord shall not be subject to any liability for the failure to tender possession on said date. Under such circumstances the rent shall not commence until possession of the Premises is made available to Tenant.

**24. TENANT INSURANCE:** Prior to occupying the Premises, Tenant shall purchase and maintain throughout the Lease Term an insurance policy which provides public liability coverage, protects Tenant's personal property, and names the Landlord and Agent as additionally insured. Without demand, Tenant shall provide Landlord with a certificate of such insurance. The Tenant will do nothing and permit nothing to be done on or about the Premises that will increase the cost of or cause the cancellation of any fire or other insurance policy covering the Premises. All of the Tenant's personal property located or stored at the Premises shall be at Tenant's sole risk. The Tenant shall indemnify and hold harmless the Landlord from any loss or damage to such personal property. The Landlord, the Agent, and/or the Association shall not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises.

**25. ABANDONMENT OR ABSENCE BY TENANT:** In the event all occupants of the Premises are absent from the Premises for a period in excess of fourteen (14) days, Tenant shall advise Landlord in writing of such extended absence. If Tenant does not so advise Landlord, Landlord may consider the Premises abandoned, reenter and re-rent same, treating tenant's personal belongings as abandoned, with Landlord being relieved from all liability to Tenant for said actions. Tenant shall remain liable for rent due and any damages under this Lease until the Premises is re-let or the expiration of the Lease, whichever occurs first. Further, Landlord may deem the Premises abandoned if upon inspection of the Premises it appears to Landlord that Tenant is not occupying the Premises as a residence.

**26. PERSONAL PROPERTY ON PREMISES AT TENANT'S RISK:** All Tenant's personal property, including but not limited to perishable items, located or stored at the Premises shall be kept and stored at Tenant's own risk and Tenant shall indemnify and hold Landlord harmless from and against any loss or damage to such personal property arising out of any cause whatsoever. Landlord shall not be liable except in the case of Landlord's gross negligence or willful misconduct, for any injury, damage or loss resulting from any accident or occurrence in or upon the Premises sustained by Tenant or any person claiming through Tenant.



Landlord	_____ / _____
Tenant	_____ / _____

**27. LANDLORD WITHOUT LIABILITY:** Landlord shall not be liable for any injury or damage to persons or personal property either caused by or resulting from falling plaster, dampness, overflow, or leakage upon or into the Premises, of water, rain, snow, ice, sewage, steam, gas or electricity, mold or mildew, or any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of pipes, nor for any injury or damage. The tenant shall give prompt notice to Landlord and to the Owner's Association of any of the foregoing circumstances, however caused.

**28. SMOKE DETECTORS:** If any applicable law of any governmental body requires the installation of smoke detector(s) at the time the Tenant occupies the Premises, Landlord certifies to Tenant that he has installed, or before Tenant's occupancy, Landlord shall install smoke detector(s) in accordance with said law. It shall be the responsibility of the Tenant to check smoke detector(s) periodically during the tenancy, replace the batteries as necessary to keep the smoke detector(s) in proper working condition and to report any malfunction with said smoke detectors to Landlord in writing. Landlord assumes no responsibility or liability and the Tenant hereby releases Landlord from liability arising out of any non-reported malfunctions or misuse of smoke detector(s) by the Tenant. This includes any and all personal injury or damage to personal property or the Premises.

**29. LANDLORD/IRS RELATIONSHIP:** Landlord affirms that he is not a nonresident alien individual, foreign partnership, or non-U.S. corporation and that no withholding is required of any portion of the rent or other monies due him hereunder as provided for in Section 1441 et seq. of the Internal Revenue Code of 1986, as amended.

**30. EARLY TERMINATION OF OCCUPANCY:**

**A. WRITTEN CONSENT REQUIRED:** If Tenant requests an early termination of the Lease and Landlord consents, the Lease may be terminated by a fully executed addendum to this Lease. Tenant shall pay a \$400 administrative fee and leasing fee equal to one month's rent. Tenant shall not be released from liability for all rent and other charges or obligations due under this Lease until commencement of a new Lease for the Premises with a qualified tenant at market rent amount (at sole discretion of Landlord), OR, until the Lease Termination Date, whichever comes first. This paragraph is not applicable if Tenant terminates this Lease under provisions of paragraph 31. If Tenant prematurely terminates utility services prior to the end of the Lease term, Tenant will be charged a \$100.00 administrative fee in addition to any Connection/Initiation/Service fee charged by the utility companies.

**B. TENANT CHANGE DURING LEASE TERM:** A "Tenant Change" constitutes adding a Tenant to, and/or removing a Tenant from, the Lease Agreement during the Lease Term. In the event of a Tenant Change request before the end of the Lease term, vacating Tenant must provide Landlord written notice. Any replacement Tenant must be qualified through an application process with Agent, and must be approved by Landlord AND the remaining Tenants at the Premises before the vacating Tenant will be released from all terms and conditions of this Lease. **No subletting permitted (per paragraph 36).** Either a new Lease or an Addendum to the Lease must be executed by all parties for the Tenant Change. If an additional Tenant is added to the lease beyond the original number of occupants, the Tenants may be subject to an increase in the monthly rent. An administrative fee of \$400.00 per occurrence will be charged if the Tenant Change occurs during the current Lease term. All Tenants agree that Landlord will not be responsible for returning any portion of the vacating Tenant's security deposit. Tenants remaining on the Lease at the end of the Lease term will be fully responsible for all damages and agree that all Tenants are jointly and severally responsible for all terms and conditions of this Lease. No administrative fee will be assessed for Tenant changes made at the end of the Lease Term.

**31. TRANSFER CLAUSE:**

**A. TRANSFER OF LANDLORD:** It is understood, agreed and covenanted that if Landlord is transferred back to the Washington Metropolitan area or is prematurely and involuntarily discharged, evacuated or relieved by his employer, he shall have the right to terminate this Lease by giving Tenant at least **sixty ( 60 )** days notice in writing, where upon the Tenant shall vacate and surrender possession of the Premises to Landlord within said termination period. If requested by Tenant in writing, a copy of the Landlord's transfer orders or discharge orders to that effect shall be sent to Tenant prior to move out date. Tenant may vacate and surrender possession of the Premises at any time within the sixty (60) day notice period without further lease obligation provided that the Tenant gives at least 30 days written notice. This notice shall specify the date the Tenant will vacate and surrender possession.



Landlord	_____ / _____
Tenant	_____ / _____

**B. TRANSFER OF TENANT:** It is understood, agreed and covenanted that if Tenant is transferred fifty (50) miles or more (radius) from the location of the Premises by the employer stated on the Rental Application, or is prematurely and involuntarily discharged or relieved from active duty with the Armed Forces of the United States, Tenant shall have the right to Terminate this Lease, as provided herein, and the termination shall not be effective until sixty ( 60 ) days after the next rent due date. Tenant shall deliver to Landlord a written notice together with a copy of the Tenant's transfer or discharge orders whereupon Tenant shall vacate and surrender possession of the Premises to Landlord within said termination period. Such notice by Tenant shall have no force or effect unless it is accompanied by:

- i. The rent for the final month of Tenancy; AND
- ii. A copy of Tenant's transfer or discharge orders; AND
- iii. Liquidated damages provided for in Paragraph 32.

**32. LIQUIDATED DAMAGES:** In consideration of any early termination of the Lease due to transfer or discharge of the Tenant, in accordance with Paragraph 31-B. above, Tenant shall pay to the Landlord as liquidated damages and not a penalty, an amount not greater than one month's rent if Tenant has completed less than 6 months, or one half (1/2) of one month's rent if the Tenant has completed less than 12 months of the tenancy as of the effective date of termination by Tenant.

**33. SALE TO TENANT:** Tenant acknowledges that there may be a commission due, payable by the Landlord, under a separate brokerage agreement if Tenant should purchase the Premises. This paragraph does not give Tenant an option or right to purchase the Premises.

**34. PLACEMENT OF EXTRA HEAVY EQUIPMENT:** Iron safes, waterbeds or any other extra heavy articles are not permitted without prior written consent of Landlord. If these are permitted by the Landlord then the Landlord reserves the right to prescribe the maximum weight and proper position of those extra-heavy articles and the manner of placing them in position; and the Tenant shall be liable for all the damages to the Premises caused by taking in, using of, or removing the same.

**35. EQUIPMENT THAT OVERLOADS A SYSTEM:** Tenant shall not install or use, nor permit to be installed or used, any equipment or personal property of any kind that will require any alteration or additions to, or create an overload on, any gas, water, heating, electrical, sewerage, drainage, or air conditioning systems of the Premises, without first obtaining the prior written consent of the Landlord and the permission of any governmental agency or public utility company, if required, and said use and installation shall be compliance with applicable laws.

**36. USES:** The Premises are leased to the Tenant only, and shall be used solely as a residence to be occupied by only those adults and children listed on the Application and those children born, adopted, or placed under the legal care of the Tenant hereafter, and for no other purpose. No portion of the premises shall be sublet or assigned without the prior written consent of the Landlord. Occasional visits by guests, not to exceed two weeks during any consecutive 12 months period are permitted without the prior written consent of the Landlord. The Tenant shall not use or allow the Premises to be used for any disorderly or unlawful purposes and shall comply with all applicable laws, ordinances and rules and regulations (as defined in this Lease). The Landlord shall have the right to terminate this Lease upon the receipt of a preponderance of evidence that indicates an immediate threat that materially affects the health or safety of either the Landlord or other Tenants. For example: The sale or disposition or dangerous drugs or drug paraphernalia on the Premises shall be considered such an immediate threat. In such event the Landlord shall give the Tenant written notice of termination with the time of vacating to be commensurate with the urgency with the situation. The Tenant shall vacate and surrender the possession of the Premises to the Landlord within the time period specified in the notice of termination.

**37. DEATH OF TENANT OR LANDLORD:** If the Tenant(s) or Landlord(s) shall die during the Lease Term, the surviving Tenant/Landlord or the estate of the descendent may terminate this Lease by giving 30 days written notice and a copy of the death certificate to the other party. This right of termination of the Lease must be exercised within 90 days following the death of the party.

**38. DESTRUCTION BY CASUALTY:** In the event of damage to the Premises by fire or casualty, the Landlord, at its option (a) may repair such damage within a reasonable time after written notice of such damage from the Tenant, or (b) may terminate this Lease by written notice to the Tenant. If the Premises or any part of it is



Landlord	_____ / _____
Tenant	_____ / _____

damaged by fire or casualty to such extent that the enjoyment of the Premises is substantially impaired, the Tenant may immediately vacate the Premises and notify the Landlord in writing within 14 days of such vacation of the intention of the Tenant to terminate this Lease, in which case this Lease shall terminate as of the date of vacation. If, however, the damage to the Premises by fire or casualty is caused by the act or omission of the Tenant, or the agents, servants, or employees, visitors or licensees of the Tenant, the Tenant shall have no right to terminate this Lease, and the Tenant shall be liable for the rent during the un-expired term of this Lease, without abatement, unless the Landlord elects to terminate this Lease.

**39. LANDLORD MAINTENANCE:** Except as otherwise provided in this Lease, the Landlord shall retain the Premises in good repair and tenantable condition and shall be responsible for repairs not due to the fault or negligence of the Tenant during the Lease. Any fixtures and appliances provided in "as is" condition need not be repaired, replaced or maintained. Landlord shall be responsible for pruning shrubbery, trimming trees, and maintaining grounds free of weeds within compliance of the applicable property owner's association.

**40. CHOICE OF LAW:** The rights and obligations of all parties shall be governed by the laws enforced by the Commonwealth of Virginia. It is hereby acknowledged that the Virginia Residential Landlord-Tenant Act shall not apply to the tenancy created by this Lease and the relationship of the parties.

**41. MISCELLANEOUS:** The conditions, covenants, agreements, and undertakings contained herein to be performed by the respective parties, are binding on and may be legally enforced by, the parties, the heirs, executors, administrators, successors and permitted assigns, respectively. However this provision in no way limits or expands the provision relating to subletting and assignments as delineated in this Lease. The caption and headings herein are for convenience and reference only and in no way define, limit, or expand the scope or content of this Lease or in any way effect its provisions. This Lease embodies the final and entire agreement and understandings of the parties, and neither Landlord nor Tenant shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained. 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. Tenants signing this agreement shall be jointly and severally liable. Wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

**42. NON-SMOKING CLAUSE:** The premises shall be maintained as a non-smoking residence.

**43. ELECTRONIC RATIFICATION CLAUSE:** This Lease may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via facsimile machines, or other forms of scanned electronic transfer will also be considered as originals. Handwritten provisions included in this Lease will control all pre-printed versions that are in conflict.

**44. STATUTORY NOTICE TO TENANT:** Tenant shall exercise whatever due diligence Tenant deems necessary with respect to information concerning sex offenders registered under Chapter 23 (sec 19.2-387 et seq.) of Title 19 of the Virginia Code. Such information may be obtained by contacting the local police department or the Department of State Police, Central Records exchange at (804)674-2000 or [www.vsp.va.state.us/](http://www.vsp.va.state.us/).

WITNESS THE FOLLOWING SIGNATURES:  
*TENANTS SIGNING THIS LEASE SHALL BE JOINTLY AND SEVERALLY LIABLE.*

\_\_\_\_\_  
Date                      Tenant

\_\_\_\_\_  
Date                      Landlord

\_\_\_\_\_  
Date                      Tenant

\_\_\_\_\_  
Date                      Landlord

\_\_\_\_\_  
Date                      Tenant

\_\_\_\_\_  
Date                      Landlord

\_\_\_\_\_  
Date                      Tenant

\_\_\_\_\_  
Date                      Agent

Landlord	_____ / _____
Tenant	_____ / _____



## PROPERTY MANAGEMENT POLICIES

### *TENANTS RESPONSIBILITIES INCLUDE:*

1. Arrange to have all utilities turned on in their names on or before the commencement date specified in the lease.
2. Properly maintain the house and grounds (i.e. grass cutting, leaf removal, etc.). Prevent wintertime freeze-up of outside faucets by turning off faucets at inside cut-off valves and letting the line drain. Also, remove any garden hose that may be attached to the faucet. Report any roof leaks, fallen trees, windstorm damages, etc. immediately. Clean permanent furnace filters or replace disposable furnace air filters at least every two months. Clean filters provide better air-flow, thus making it more economical to operate the furnace and cooling system.
3. In accordance with the lease you must obtain and maintain tenant liability insurance. Please refer to paragraph 24 in the deed of lease regarding the specific terms and requirements.
4. **All rental payments should be mailed to McGrath Real Estate Services, Inc. at 761-C Monroe Street Suite #100, Herndon, VA 20170 by the 1<sup>st</sup> of every month.** If payment is received after the 5<sup>th</sup>, a 10% late payment fee will be assessed. A \$50.00 handling charge is assessed for each check returned to McGrath Real Estate Services, Inc. for any reason. Please call our office if you receive a check returned to you.

Address all inquiries and report any repair requests to McGrath Real Estate Services, Inc. at 761-C Monroe Street Suite #100, Herndon, VA 20170. Except in cases of critical emergencies (air conditioning outage, is **NOT** considered an emergency) PLEASE transact business during normal office hours, which are Monday through Friday, 9:00 AM to 5:00 PM. McGrath Real Estate's telephone number is (703) 709-2264. Please email us at [Repairs@McGrathRealEstate.com](mailto:Repairs@McGrathRealEstate.com) for quick and efficient response on needed/requested Non-Emergency repairs.

**If an emergency arises after normal office hours, such as a fire, or burst water pipe, call 911 first (as necessary) and then please call (703) 709-2264, and follow the instructions for the emergency prompt and make sure to leave a voicemail so a McGrath Real Estate representative will be paged.** Anytime a maintenance problem arises with an electrical appliance (i.e. heating, air conditioning, refrigerator, light switch, etc.) be sure to check the breaker box to make certain the circuit hasn't been tripped before calling our office.

5. During your tenancy we will be contacting you to schedule periodic inspections of the premises. We will be reporting to the owner on the condition of the property. This is an excellent opportunity to point out repairs and preventative maintenance. Our inspections are performed Monday-Friday between 10:00 AM and 4:00 PM.
6. Notify McGrath Real Estate Services, Inc. if the property will be vacant for more than two weeks at a time (extended vacations, etc.). Be sure to keep the heat on at the property in the winter months at a minimum of 60 degrees. It is a good idea to call the appropriate local police department requesting they put the house on routine patrol.
7. Maintain and keep clean all smoke detectors. Vacuum and test regularly. It is your responsibility to keep working batteries installed (please refer to paragraph 28 on the lease).
8. Proper notification in writing should be given at least 60 days before the lease expiration date if you are planning to move when the lease expires. **If notice is received after the first of the month such notice shall not be in effect until the next rent due date.** Any plans to leave prior to lease termination date must be coordinated with McGrath Real Estate Services, Inc.. If you intend on leaving early, it is in your best interests to notify McGrath Real Estate Services, Inc. as soon as you have solidified plans so we can coordinate your move. **Review Paragraphs: 3, 30, and 31 as well as other provisions of the Lease regarding notice to vacate.**
9. After the house is vacated, cleared of furniture, and carpets professionally cleaned, it will be checked within 72 hours. If the property checks out satisfactorily, the security deposit may be returned within 60 days. Remember to request final billing from the gas, electric, and water companies and be sure to notify McGrath Real Estate Services, Inc. in advance of the cutoff dates so we may coordinate transfer of these accounts.



Landlord \_\_\_\_\_ / \_\_\_\_\_

Tenant \_\_\_\_\_ / \_\_\_\_\_

10. Move-In and Move-Out inspections will be coordinated through and performed by an authorized McGrath Real Estate representative. These inspections can be scheduled between 10am and 4pm Monday through Friday (“Inspection Hours”). For an appointment outside of Inspection Hours, Tenant must schedule with a representative and agrees to a one-hundred dollar (\$100.00) inspection charge payable to McGrath Real Estate Services, Inc.. All appointments and inspections outside of Inspection Hours must be acceptable to Inspector. Some inspections may be scheduled in advance of the beginning of the lease but Tenant agrees they do not have rights to the Premises until the start date of the Lease. Please note the Premises are accepted in the current condition at time of move-in, unless noted as a contingency on the rental application and approved by the owner.

### Residential Lessee Contact Information

Property Address: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\*Please indicate which email address you would like to be your main point of contact. This is the email that will be used to enter your Tenant Portal in order to set up payments and view payment history\*

Please give the name of at least one other person, not residing at the above address, who we could contact in the event you're out of town.

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_



Landlord	_____ / _____
Tenant	_____ / _____