

Residential Lease Agreement

NOTICE: THIS RESIDENTIAL LEASE AGREEMENT CONTAINS AND IS SUBJECT TO CERTAIN DISCLOSURES RELATED TO LEAD PAINT THAT MAY BE LOCATED AT THE PREMISES (AS HEREINAFTER DEFINED).

THIS RESIDENTIAL LEASE AGREEMENT (this "Lease") made this ____ day of _____, 20____ by and among **Focus Properties, LLC**, a Virginia limited liability company ("Lessor") and _____ and _____, jointly and severally if more than one (individually and collectively, "Lessee"), provides as follows:

WITNESSETH

THAT IN CONSIDERATION of the of the mutual promises and covenants set forth below, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Leased Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions herein set forth, that certain dwelling unit known as **Apt #**____ (the "premises" or "Premises") in that certain real property in the City of Richmond, Virginia located at _____ (the "Real Property").
2. **Term.** The initial term of this Lease (the "Initial Term") shall commence **at 12 noon** _____ (the "commencement date") **and end at 12 noon** _____ (the "termination date"), if not sooner terminated under the terms of this Lease. The Initial Term and any renewal terms are collectively, the "term" or "Term." If commencement date is not the first day of the month, the prorated daily rent is 1/30 the monthly rent and is not included in the original 12 month term.
3. **Automatic Renewals; Notice Required to Terminate.** Unless sooner terminated by Lessor upon a default by Lessee, this Lease shall renew automatically, upon the same terms and conditions, but at a rent equal to the product of (a) the then Base Rent (as herein after defined), times (b) 1.05, for successive renewal terms of twelve (12) months each until terminated by either Lessee or Lessor by written notice at least sixty (60) days prior to the end of the Initial Term or a given renewal term, as the case may be. If any such notice of termination is given by either Lessee or Lessor to the other, Lessor may thereafter show the Premises during normal business hours to potential new tenants.
4. **Rent.** Lessee shall pay for the Initial Term the total sum \$_____.**00** (the "Base Rent"), payable in equal monthly installments, without notice, demand, offset or deduction, in advance on the first day of each calendar month. If the Term begins on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the rent shall be prorated for such partial month on the basis of the number of actual calendar days in such partial month, including in such partial month the day upon which the Term begins or ends, and Lessee shall pay to Lessor on or prior to the date the Term begins the Base Rent due for such partial month. Base Rent and any additional rent provided for in this Lease are together, the "Rent" or "rent." All rent shall be paid by direct deposit to **Focus Properties, LLC**, a Virginia limited liability company ("Agent"). The recipient bank information is provided as Exhibit C in this lease agreement.
5. **Agent.** The Agent is authorized by Lessor to manage the property and to act for and on behalf of Lessor for all purposes hereunder, including but not limited for the purposes of (a) service of process, and (b) receiving and receipting of rent and of notices and demands.
6. **Late Fees, Interest and Bad Checks.** If Agent does not receive all or any portion of any installment of rent within five (5) days after the due date, Lessee shall pay as additional rent (a) a late fee in the amount of ten percent (10%) of such monthly installment, and (b) interest at the rate of eighteen percent (18%) per annum (the "Interest Rate") from the due date until paid. Lessor shall have the same rights and remedies with respect to Lessee's failure to pay the late fees and

interest as Lessor has with respect to failure to pay any other rent. If any of Lessee's checks are returned to Lessor for insufficient funds or any other reason, Lessee shall pay to Lessor as a returned check charge the lesser of \$50.00 or the maximum amount(s) allowed by law, and Lessor, in addition to all other rights and remedies allowed by law or in equity for such returned check, shall thereafter at any time have the option of requiring that Lessee pay all subsequent rent for the remainder of the Term by cashier's check, certified check or money order.

7. **Attorney's Fees and Costs, etc.** Lessee shall reimburse Lessor for all costs, expense and fees, including but not limited to the cost of serving legal notices and reasonable attorney's fees, incurred in collecting overdue rent or otherwise as a result of any default by Lessee hereunder, unless otherwise prohibited by law.
8. **Security Deposit.** Lessee has paid, or shall pay on or before the commencement date, the sum of \$_____.00 as security for the faithful performance by Lessee of Lessee's obligations hereunder, which shall accrue interest only if, and only to the extent, required by law (together, such security and interest, if any, are the "Security Deposit"). In the event of any breach or failure of Lessee hereunder, Lessor shall have the right to use and apply such Security Deposit in the manner provided and permitted by law. If Lessor makes any deductions from the Security Deposit during the Term, all of said deductions shall be fully itemized in writing to Lessee within thirty (30) days of such deduction, and Lessee shall replenish immediately such amounts deducted. Within seventy-two (72) hours following the termination of the tenancy, Lessor or Agent shall make a final inspection of the premises, and Lessee has a right to be present during such inspection, provided Lessee provides prior written notice to Lessor of Lessee's desire to be present. If Lessee has faithfully performed all of Lessee's obligations hereunder, including but not limited to paying all rent and other charges due Lessor, returning all keys and leaving the premises (including all fixtures and Personal Property) in the same condition as they were upon the commencement date, except for reasonable wear and tear, then Lessor shall, within forty-five (45) days after the termination of the tenancy and Lessee's delivery to Lessor of possession of the premises, return the Security Deposit to Lessee, but if Lessee is in default at the time of such termination, Lessor shall have the right to use and apply such Security Deposit in the manner provided and permitted by law, and Lessor shall within forty-five (45) days after such termination give notice to Lessee of any such deductions and return to Lessee the remaining portion, if any, of the Security Deposit. No part of the Security Deposit shall be applied by Lessee for payment of any part of the rent or other obligations due hereunder, and Lessee shall pay rent required each month as though no Security Deposit had ever been made. If the Real Property is sold by Lessor during the term of this Lease, Lessee, upon notification of the sale, consents to the transfer of such Security Deposit to the purchaser of the Real Property, and such transfer of the Security Deposit to the purchaser shall release immediately Lessor of any and all liability for the Security Deposit and for any and all other obligations of Lessor under this Lease.
9. **Lessor's Obligations.**
 - a. Though Lessor is providing to Lessee the Premises unfurnished, Lessor shall provide for the Premises the following fixtures and appliances: refrigerator, stove, oven, microwave, washer, dryer, and window coverings. Any and all personal property provided by Lessor for the Premises (collectively, the "Personal Property"), including but not limited to any of the foregoing and any other personal property at or on the Premises as of the commencement date, shall be and remain the sole property of Lessor. Upon Lessee giving written notice to Lessor of the need for any repair or replacement of any such Personal Property, Lessor shall within a commercially reasonable period of time perform the same at Lessor's cost and expense, unless the need for such repair or replacement was caused by Lessee or any of Lessee's guests or invitees, in which case Lessee shall reimburse Lessor immediately upon demand for the cost of any such repair or replacement. The Premises might have, but Lessor is not obligated to provide washer and dryer hookups. Lessee understands, acknowledges and agrees that, if Lessor provides any parking, Lessor shall not have any liability whatsoever for any loss, damage, fire, theft, water damage, flood, or other casualty of any kind to any vehicles or the contents of any vehicles.

- b. Subject to any and all conditions as outlined by the service providers, the base cost of only the following utilities, if any, shall be included in the monthly rental fee: **water and sewer**. Lessor does not guarantee these services and assumes no responsibility beyond the initial connection and base cost for the services listed. Any fees or costs associated with the interruption of any of the listed services due to noncompliance on the part of Lessee remain the sole responsibility of Lessee, including but not limited to any deposits, re-connection costs, and service calls. Lessee is solely responsible also for any and all costs associated with any additional services beyond those listed, if any, including but not limited to electricity service, and Lessee shall timely pay the service provider for any and all such costs.
- c. Lessor shall perform all maintenance and make all repairs and replacements to the premises required by normal wear and tear, fire, the elements or other casualty not caused by Lessee or any of Lessee's guests or invitees, and shall comply with the requirements of all applicable building and housing codes materially affecting health and safety. Notwithstanding the foregoing, if the need for any such repair or replacement is caused by Lessee or any of Lessee's guests or invitees, Lessee shall reimburse Lessor immediately upon demand for the cost of any such repair or replacement.
- d. Lessor shall keep all common areas of the Real Property in a clean and structurally safe condition.
- e. Lessor shall provide appropriate receptacles in the public alley for the collection, storage and removal of garbage, rubbish and other waste (the "Trash Receptacles") and arrange for the removal of same. Please keep the alley clean and do not overfill the garbage and recycling receptacles.
- f. Upon Lessee giving written notice to Lessor of the need for any treatment for insects, mice or other pests, Lessor shall within a commercially reasonable period of time perform the same at Lessor's cost and expense, unless the need for such treatment was caused by Lessee or any of Lessee's guests or invitees, in which case Lessee shall reimburse Lessor immediately upon demand for the cost of any such treatment. Lessee understands, acknowledges and agrees that the appearance of any insects or pests in the Premises is not grounds for vacating the Premises or termination of the Lease by Lessee.
- g. Lessor shall provide at least one smoke detector for the Premises, shall provide routine maintenance on any such detector provided by Lessor, and shall replace as necessary any detector provided by Lessor.
- h. Notwithstanding the foregoing obligations of Lessor, Lessor shall not have any responsibility for the safety or security of the Premises or of Lessee's person or property, and Lessor shall have no liability to Lessee or any of Lessee's guests or invitees for any death, injury or damage to person or property resulting from any failure of any part of the Premises or any Personal Property, or from the acts of any third parties.

10. Lessee's Obligations.

- a. Lessee shall use the premises only as a dwelling unit for only Lessee and in such a way so as not to disturb Lessee's neighbors or damage their property.
- b. Lessee shall at Lessee's sole expense comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- c. Lessee shall at Lessee's sole expense keep that part of the premises that Lessee occupies and uses, including but not limited to all plumbing fixtures and Personal Property in the dwelling unit, as clean and safe as their condition permits, shall unstop and keep clear all waste pipes thereon, and shall dispose of garbage, rubbish and other waste in the Trash Receptacles.

- d. Lessee shall, and shall ensure that Lessee's guests and invitees, use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, smoke detectors and other fixtures and Personal Property in the premises, and all common areas of the Real Property, and Lessee shall be responsible for any damage caused by Lessee's failure to comply with this requirement.
- e. Lessee shall not deliberately or negligently destroy, deface, damage, impair, disable or remove any part of the premises or the Personal Property or the common areas or any other part of the Real Property, or permit any person to do so whether known by the Lessee or not, and Lessee shall be responsible for any damage caused by Lessee's failure to comply with this requirement. Lessee shall give to the Agent prompt notice of any such damage to the premises or Personal Property.
- f. Lessee shall conduct Lesse and require other persons on the premises, whether known by Lessee or not, to conduct themselves, in a manner that will not disturb Lessee's neighbors' peaceful enjoyment of their respective dwelling units or the common areas of the Real Property. No excessive noise is allowed, and all noise must cease during the period from 11:00 p.m. until 8:00 a.m.
- g. Lessee shall, if Lessee installs for Lessee's safety any burglary prevention and/or fire, smoke, or carbon monoxide alarm devices, provide Lessor with a duplicate of all keys, codes and instructions on how to operate all such devices and shall, if required by Lessor by notice to Lessee upon any termination of Lessee's tenancy, remove all such devices and repair any and all damages caused by any such removal at Lessee's sole expense. Notwithstanding the foregoing, Lessee shall not install (i) any such device if the installation of such device will cause permanent damage to any part of the Premises, or (ii) any chain latch device that is not first approved by Lessor.
- h. Lessee shall not make any alterations, additions or improvements to the Premises, including but not limited to painting or disturbing painted surfaces, without first obtaining Lessor's written consent, which may be withheld in Lessor's sole discretion, and any such alterations, additions or improvements to which Lessor consents shall be made at Lessee's sole expense and shall, at the option of Lessor by notice to Lessee, either remain with the Premises or be removed by Lessee and the premises returned to their original condition at Lessee's sole expense.
- i. Lessee shall protect by insurance or otherwise against injury or damage from whatever cause to Lessee's person or property and to the person or property of those on the premise. Lessee shall obtain on or prior to the commencement date and maintain through the term at least renter's insurance that is a combination multi-peril policy containing fire, miscellaneous property, and personal liability coverage insuring personal property in the Premises, and Lessee shall provide to Lessor written proof of such coverage on or prior to the commencement date. If Lessee does not obtain such coverage, Lessor may, but is not obligated, to obtain such insurance on Lessee's behalf and to charge Lessee for the cost of such coverage either in a lump sum or as a monthly charge as additional rent that is in addition to the Base Rent. For clarity, Lessee has the right to obtain a separate policy from the Lessor's policy for renter's insurance. In any event, Lessee shall indemnify and hold Lessor harmless from all claims arising from any such injury or damage.
- j. Lessee shall not cause or permit any pet or pets of any kind to reside in or enter the Premises or any portion of the Real Property without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion, and any such consent shall require a written pet addendum to this Lease containing terms and conditions acceptable to Lessor in Lessor's sole discretion.
- k. Lessee shall use any utilities and services provided by Lessor judiciously and using Lessee's best efforts to conserve resources. In accordance therewith, Lessee shall notify

promptly Lessor of any water leaks, running toilets and the like, and Lessor reserves the right to charge Lessee for water use Lessor deems excessive.

- l.** Lessee shall notify Lessor of any extended absence of more than seven (7) days.
- m.** Upon the expiration or other termination of this Lease, Lessee shall: (a) remove from the Premises all personal property that is not part of the Premises (and, for clarity, not part of the Personal Property); and (b) deliver to Lessor possession of the Premises and the Personal Property, in substantially the same condition as on the date of execution of this Lease, reasonable wear and tear ("Reasonable Wear") excepted, but grease accumulation and unreasonable marks, holes, nicks or other injuries to walls, ceiling, floors, or the Personal Property will not be considered Reasonable Wear. Lessee shall compensate Lessor for any costs or damages sustained by Lessor due to Lessee's failure to surrender the Premises or the Personal Property, or failure to surrender the Premises or the Personal Property in the required condition. Lessee shall surrender all keys to the Premises on the date Lessee vacates the Premises; failure to return all keys shall result in a deduction from the Security Deposit in an amount sufficient to permit Lessor to have each keyed lock re-keyed.
- n.** In the event that Lessee remains in possession of the Premises after the Term expires without the prior written consent of Lessor, which consent Lessor may withhold in Lessor's sole discretion, the terms of this Lease shall apply to the holdover period; provided, however, that Lessor, without notice to Lessee, may reenter and repossess the Premises at any time during such holdover period; and provided further, that the rent for each day of such holdover period shall be equal to the product of (i) the then Base Rent prorated on the basis of the actual number of days in the calendar month during which the holdover occurs, times (ii) 1.5.

11. Rules and Regulations.

- a.** Lessee shall abide by all existing rules and regulations and other rules and regulations that may be imposed from time to time by Lessor or Agent.
- b.** A violation of the rules and regulations imposed by Lessor or Agent shall be considered a default under this Lease.

12. Rental Application. The rental application submitted by Lessee has been an inducement for Lessor to rent the premises to Lessee. If any material facts in the rental application are untrue or if the premises are occupied by anyone other than Lessee as stated in the rental application, Lessor shall have the right to terminate this Lease, to hold Lessee liable for any damage to the premises, to exercise any and all right and remedies to which Lessor may be entitled under this Lease, at law or in equity, and to recover reasonable attorney's fees and costs unless prohibited by law.

13. Assignment and Subleasing. Lessee shall not assign this Lease nor sublease the premises or any part thereof without the written consent of Lessor, which consent may be withheld in Lessor's sole discretion, and which consent, if any, may be subject to whatever reasonable conditions Lessor may choose to impose, and, in addition to any other conditions Lessor might impose, if Lessor approves of any assignment or sublease by Lessee, Lessee shall pay to Lessor upon such approval a fee of \$100.00. If Lessee seeks any assignment or sublease, any prospective assignee or sublessee must submit to Lessee a written application on a form provided by Lessor. Any assignment or sublease approved by Lessor shall not in any way relieve Lessee from the obligations contained in this Lease, and any further assignment or sublease thereafter shall continue to be subject to obtaining the prior written consent of Lessor as set forth in this Section.

14. Delivery of Possession. In the event that Lessor is unable to deliver possession of the premises on the commencement date, then Lessor agrees to use whatever efforts are in its determination reasonable to secure possession of the premises for Lessee, including the recovery of possession as against a former occupant wrongfully holding over, but in no event shall Lessor be liable to Lessee for any delay in possession, and Lessee shall have no right to terminate this Lease as a result of any such delay, subject to the provisions of Section 16 hereof. Notwithstanding the provisions of

the foregoing sentence, Lessee shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this Lease until the premises are available for occupancy by Lessee. A change in the commencement date as a result of any delay under this Section shall not change the termination date of the term as set forth herein.

- 15. New Construction.** If this Lease is made prior to the construction or completion of the apartment or other dwelling unit constituting the premises, and the same shall not be ready for occupancy on the commencement date specified herein, then the commencement date shall be construed to mean the date as of which the premises are ready for occupancy and Lessor has notified Lessee thereof, the first rent payment shall be prorated from such date, and Lessee shall have no right to terminate this Lease as a result of any such delay, subject to the provisions of Section 16 hereof. A change in the commencement date as a result of any delay under this Section shall not change the termination date of the term as set forth herein.
- 16. Special Termination Rights.** If under either Section 14 or 15 hereof, the premises are not available for occupancy by Lessee within thirty (30) days after the original commencement date of the term hereof, then either Lessor or Lessee may terminate this Lease without further responsibility of one to the other upon five (5) days' prior written notice to the other.
- 17. Record of Condition.** Lessor shall within five (5) days after the commencement date submit to Lessee a statement of the condition of the premises, itemizing any damages existing. This record shall be deemed to be correct unless Lessee objects in writing within five (5) days after receipt thereof.
- 18. Laundry Room or Equipment.** Lessee understands, acknowledges and agrees that all laundry rooms or laundry equipment that may be provided by Lessor are for the benefit and accommodation of the Lessee, and any articles of property placed or stored therein shall be at Lessee's sole risk, and Lessor undertakes in no respect to provide or protect against the loss, damage or theft to or of any property placed or stored therein. If Lessee has washer and/or dryer hookups in the Premises and desires to have a washer and/or dryer in the Premises, Lessee may contact the equipment provider used by Lessor and enter into an agreement with such provider to provide such equipment, under which Lessee shall pay to such equipment provider the fee charged by such provider, and if Lessee defaults in the payment of such fee or under any other provision of this Lease, Lessor may remove such equipment without notice or demand.
- 19. Subordination, Estoppel Certificates, and Lessor's Right to Assign.** This Lease shall be subordinate to the lien of any existing and future mortgages placed on the Real Property, and Lessee agrees to execute whatever additional agreements are required by Lessor or Lessor's lender to so subordinate this Lease. If Lessor shall so direct, at any time, by notice to Lessee, Lessee shall give notice to any lender, any trustee, or any other party which has or desires to have any interest in the Real Property, of any breach by Lessor of any of Lessor's obligations pursuant to this Lease, of any defect in the premises or Personal Property required herein to be repaired by Lessor, or any other matter which shall relate to any liability or obligation of Lessor to Lessee. Lessor shall have the right to assign any of Lessor's rights under this Lease at any time and for any purpose, all without Lessee's knowledge or consent.
- 20. Eminent Domain.** Lessor shall have the right to terminate this Lease if the premises or any part thereof is condemned or sold in lieu of condemnation. In such event, Lessee shall have no claim against Lessor or to any portion of the award in condemnation for the value of the unexpired portion of the Term, but this shall not limit Lessee's right to compensation from the condemning authority for the value of any of Lessee's property taken (other than Lessee's leasehold interest in the Premises). In the event of a temporary taking, this Lease shall not terminate, but the Term hereof shall be extended by the period of the taking, and the Base Rent shall abate, in proportion to the area taken, for the period of such taking.
- 21. Access by Lessor, Agent and Designated Representatives.** Upon reasonable notice to Lessee and at reasonable times, Lessor, Agent and their duly designated representatives may enter the premises in order to (a) inspect the premises and the Personal Property, (b) perform any maintenance or make any repairs or replacements, (c) supply services, (d) exhibit the premises to

- prospective or actual purchasers, mortgagees, workmen or contractors, (e) place "for sale" signs on the premises, and (f) after notice of termination of this Lease by either party, place "for rent" signs on the premises and exhibit the premises to prospective or actual tenants. In case of an emergency, Lessor, Agent and their designated representatives may enter the premises without prior notice to, or the consent of, Lessee. During the last ten (10) days of the Initial Term of this Lease or any renewal period, if the premises have been vacated by Lessee, Lessor and Agent shall have access to the premises in order to perform maintenance, make repairs or replacements, and/or make alterations, additions or improvements, all without affecting Lessee's obligation to pay rent for such period.
- 22. Default.** If Lessee violates any of the provisions of this Lease or any of the rules and regulations imposed by Lessor or the Agent, or if any bankruptcy or insolvency proceedings are filed by or against Lessee (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Lessor shall be entitled to all rights and remedies to which Lessor may be entitled under this Lease, at law or in equity (including, but not limited to, the right to terminate this Lease and recover possession) and Lessor shall be also entitled to recover reasonable attorney's fees and costs unless prohibited by law. Lessee waives the benefit of any exemption under any homestead, bankruptcy, and any other insolvency law as to Lessee's obligations in this Lease. Upon any default of Lessee under this Lease, Lessor may recover damages, including any consequential damages, plus costs and interest at the Interest Rate, and seek injunctive relief.
- 23. Statute.** The rights and responsibilities of the persons signing this Lease are governed by the Virginia Residential Landlord and Tenant Act (the "Act"), Chapter 13.2 of Title 55 of the Code of Virginia, 1950, as amended (the "Code"). To the extent any provision of this Lease is in conflict with the Act, the provision more favorable to Lessor shall control, unless such more favorable provision is a provision of this Lease that is prohibited under the Act, in which case the provisions of the Act shall control. Except as may be expressly provided otherwise in this Lease, no provision of this Lease shall increase the obligations of Lessor beyond those set forth in the Act, nor decrease the obligations of Lessee below those set forth in the Act.
- 24. Agent's Fee.** Lessor has agreed and does hereby agree that in consideration of Agent's services rendered in procuring this Lease and in consideration of Agent's services to be provided under this Lease, Lessor will pay Agent a commission of \$_____.00 upon execution of this Lease and \$_____.00 for any renewal and extension thereof or during the term of any new lease respecting the premises between Lessor and Lessee. No sale, transfer or assignment by Lessor shall affect Agent's right to receive commissions, provided that in the event Lessor sells the premises, then upon Lessor's furnishing Agent with an agreement signed by the purchaser assuming Lessor's obligations to the Agent under this Lease, Agent will release the original Lessor from any further obligations to Agent hereunder. Agent is a third party beneficiary of this lease solely for the purpose of enforcing its rights under this Section.
- 25. No Individual Liability of Agent or Lessor's Principals.** Lessor and Lessee agree that, except for Agent enforcing its rights under Section 24, Agent is otherwise acting under this Lease solely in the capacity as the agent for Lessor, and Lessee agrees to look exclusively to Lessor with respect to the covenants and agreements to be performed by Lessor hereunder. If Lessor is a corporation, partnership, limited liability company, joint venture, tenancy-in-common, association, or other form of joint ownership, then the shareholders, partners and members of such corporation, partnership, limited liability company, partnership, joint venture, tenancy-in-common, association, or other form of joint ownership shall have no personal liability whatsoever with respect to any provision of this Lease or to any obligation or liability arising therefrom or in connection therewith, and Lessee's sole recourse under this Lease, at law or in equity shall be against only Lessor and Lessor's assets.
- 26. Consents and Approvals.** All consents and approvals of Lessor required herein may be withheld in Lessor's sole discretion, unless expressly set forth herein to the contrary.
- 27. SPECIAL PROVISIONS.** For normal service calls for maintenance, repairs and replacements, Lessee should place such requests via Agent's website – <https://focusproperties.managebuilding.com>. For emergencies, Lessee should contact Agent by

telephone at 804-398-8209. Lessee will be charged a **\$50.00 SERVICE CALL FEE** for any service call requested by Lessee if (a) the need for the service resulted from any negligence on the part of Lessee or any of Lessee's guests or invitees, or (b) the service call was to perform services that Lessee is obligated to perform hereunder, including but not limited to services such as changing of fuses, re-setting of breakers, changing AC filters, unstopping of toilets and drains, removing sink traps for lost items, and changing light bulbs. Lessee is responsible for all cleaning costs and/or damage costs to all apartments involved due to water damage originating in the premises, and Lessee shall promptly notify in writing Lessor of any defects or breakage in the structure, equipment or fixtures of the premises, especially of any ROOF LEAKAGE OR DRIPPING FAUCETS OR RUNNING TOILETS. **If Lessee has lost or forgotten Lessee's keys and places a service call to be let into the premises, Agent may instruct Lessee to obtain at Lessee's sole expense a locksmith to perform such service, but if Agent arranges for such service for Lessee, Lessee shall pay immediately at the time of such service a \$50.00 lockout charge for all lockout services provided between the hours of 8:45 AM and 11:30PM and a \$100.00 lockout charge for all lockout services provided between 11:30PM and 8:45AM.**

28. CRIMINAL ACTIVITY. Lessee shall not engage in, or in any way be involved in or facilitate, any criminal activity, including without limitation, any drug-related criminal activity, in, on or near the Premises. "Criminal Activity" means any activity or act which in the opinion of the Lessor constitutes a violation of the Code or that otherwise jeopardizes the health, safety and welfare of Lessee, the Premises, or other tenants of the Real Property. "Drug-related criminal activity" means the possession, use, sale or distribution of any controlled substance as defined in the Code. Lessee acknowledges and agrees that a violation of this provision shall constitute a material breach of this Lease and, in addition to all remedies available under this Lease, Lessor shall be entitled to immediately terminate this Lease. Lessee agrees to immediately notify Lessor in the event that Lessee or any guest or invitee of Lessee is charged with a criminal offense while in, on or near the Premises. The failure to notify Lessor shall constitute a material default under this Lease.

29. LEAD-BASED PAINT DISCLOSURE. All improvements on the Premises might not have been constructed after January 1, 1978 and so may contain lead-based paint. Attached hereto and incorporated herein by this reference are, as Exhibit A, a form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and, as Exhibit B, a pamphlet entitled "Protect Your Family from Lead in Your Home."

THIS LEASE and its exhibits and addenda are the entire agreement between the parties, and no modification or addition to it shall be binding unless signed by the parties hereto. This Lease may not be modified orally or in any other manner than by written agreement signed by all parties. The covenants, conditions and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. 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. **IF THERE IS MORE THAN ONE LESSEE SIGNING THIS LEASE, ALL SUCH PERSONS SHALL BE JOINTLY AND SEVERALLY LIABLE, SUCH THAT EACH PERSON IS LIABLE IN FULL FOR EACH AND EVERY OBLIGATION OF LICENSEE UNDER THIS LEASE, AT LAW OR IN EQUITY, SO EACH SUCH PERSON SHOULD CHOOSE CAREFULLY THE OTHERS WHO WILL BE HIS/HER ROOMMATES.**

<Signature Pages Follow>

Witness the following signatures and seals:

LESSOR
Focus Properties, LLC,
a Virginia limited liability company

By: _____ (SEAL)

Print: _____

Title: _____

LESSEE

Signature _____

Print: _____

SS #: _____

Driver's License #: _____ state _____

Birth date: _____

Tel & text: _____

e-mail: _____

I have received _____ keys.

Signature _____

Print: _____

SS #: _____

DL #: _____ state _____

Birth date: _____

Tel & text: _____

e-mail: _____

I have received _____ keys.

Signature _____

Print: _____

SS #: _____

DL #: _____ state _____

Birth date: _____

Tel & text: _____

e-mail: _____

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I have received _____ keys.

Guaranty of Residential Lease Agreement

Each of the undersigned guarantors hereby unconditionally and separately guarantees to Lessor the full and complete compliance by Lessee with all of the terms of the Lease. This is a guaranty of prompt payment and performance and not of collection with respect to any sums and/or performance due under the Lease. Each guarantor expressly waives any right to require that any action be brought against Lessee or any other person or entity or require that resort be had to any security, and without limiting the foregoing, expressly waives the benefits of Sections 49-25 and 49-26 of the Code of Virginia, 1950, as amended, as well as the benefit of any homestead exemption. Each guarantor shall pay to Lessor any costs, expenses and fees, including but not limited to reasonable attorney's fees, incurred by Lessor in enforcing this guaranty.

Signature _____

Print: _____

SS #: _____

Driver's License #: _____ State _____

Birth date: _____

Tel & text: _____

Email: _____

Relationship to Applicant _____

Signature _____

Print: _____

SS #: _____

Driver's License #: _____ State _____

Birth date: _____

Tel & text: _____

Email: _____

Relationship to Applicant _____

EXHIBIT A

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Lessor's Disclosure

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

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

<https://www.epa.gov/lead/lessors-disclosure-information-lead-based-paint-andor-lead-based-paint-hazards>

EXHIBIT B

Protect Your Family from Lead in Your Home

<https://www.epa.gov/lead/protect-your-family-lead-your-home>

(see attached)

EXHIBIT C

Rent Payment Details

Rent shall be paid by direct deposit to:

Focus Properties
SunTrust Bank
Routing number 061000104
Account number 1000121843766

Rent shall be paid by direct deposit, either through the Focus Properties website described below, or other methods as the Lessee determines.

Focus Properties web portal public site:
<https://focusproperties.managebuilding.com>

By becoming a lessee with Focus Properties, one lessee per property will receive a password-protected personal portal to the Focus Properties Property Management website. This site gives the Lessee a confidential and secure ability to communicate with the property manager, make requests, and see his/her payment history and status.

The web portal makes it easy! It allows for online payment, either one-time only or recurring payment, and either from the tenant's checking account or by credit card.