

LEASE

THIS LEASE, made in duplicate this 22th day of November, 2016 between **The Oliver Family Trust**, hereinafter called **Lessor**, and

hereinafter called **Tenant**.

WITNESSETH:

1. Term: That **Lessor** lets unto **Tenant**, all those certain premises, unfurnished, known as 1203 Lafayette St, Williamsburg, Virginia, to be used as a private dwelling and for no other purpose, for the term of Twelve (12) months, commencing on the 1st day of June, 20 17, and terminating on the 31 day of May, 20 18. This Lease shall terminate at the end of the term without the necessity of notice from either **Lessor** or **Tenant**. Upon the expiration of the term, **Tenant** shall quit and surrender to the **Lessor** the Leased Premises; bathrooms and kitchen clean, in good order and condition, ordinary wear and tear accepted, and shall surrender to **Lessor** all keys to or for the Leased Premises.

2. Security: **Tenant** shall deposit with Bob Oliver on or before the 15th day of April, 20 17, the total sum of _____ One Thousand Nine Hundred & No/00 (\$1,900.00) Dollars, as security for the full and faithful performance by **Tenant** of all the terms, covenants and conditions of this lease to be performed by **Tenant**. Fifty (50%) of deposit shall be due and payable with the execution of this lease as a hold on the property identified by this lease. Hold deposit shall be refundable until **February 15, 2017**, after which time deposit shall become non-refundable in the event of cancellation of this agreement for any reason. Balance of the security deposit due as indicated above. **Lessor** is authorized to charge any damages, occasioned by **Tenant's** not fulfilling his lawful responsibilities regarding his occupancy of these premises. Following inspection of premises by **Lessor** and vacation of the premises by all **Tenants**, any unused portion of said sum shall be returned to **Tenant** within Forty-five (45) days of the expiration of the term of this Lease (or renewal thereof). Security Deposit shall at no time be considered to be a payment towards rent and shall not be applied to last months rent. Any deductions to security deposit during the term of this tenancy, whether for damages, late fees or other cause, shall be reimbursed to Lessor and security deposit amount shall be made whole within 60 days of said deduction occurrence(s).

3. Rent: **Tenant** shall pay unto **Lessor**, in lawful money of the United States, the term rental, or sum of Twenty Four Thousand (\$24,000.00) (\$2,000/mo.) Dollars, payable in advance in equal monthly installments of on the first day of each month, without demand, to: **Bob Oliver, 11743 Rolfe Hwy, Surry, Virginia 23883.** **Tenant** covenants and agrees to pay, without any previous demand therefore, the rent at the time and in the manner above provided, and in the case of non-payment of said rent, or any part thereof, or in case the leased premises shall be deserted or vacated, or if **Tenant** shall violate any other covenant, term or provision herein contained binding on **Tenant**, **Lessor** shall have recourse to seek remedy as provided by law.

4. Renewal: **Tenant** may renew this Lease for one (1) successive period herein referred to as the "Renewal Term" of one (1) year, if at all, by giving written notice of such renewal at least **one hundred & eighty (180) days** prior to the expiration of the initial term. Said renewal to be upon the same terms and conditions herein contained. Any termination of this Lease during the initial term or during any renewal term shall terminate all subsequent rights to renew.

5. Absence: **Tenant** agrees to give **Lessor** or its agents notice of an anticipated extended leave of absence of **Tenant** from the premises in excess of seven (7) days. During any such absence of **Tenant**, **Lessor** or its agents may enter the premises at times reasonably necessary to protect the property and possessions of **Lessor**.

6. Assignment & Subletting: **Tenant** covenants and agrees not to use or allow to be used said premises for any purpose other than above mentioned, not to assign this Lease for the whole or any part of the term, not to sublet the whole or any part of said premises, or any part thereof to be occupied by any other person than **Tenant**, his family or servants **without Lessor's prior written knowledge and consent.**

7. Purpose & Use: **Tenant** understands and agrees that the garage building shall not be a part of this lease and access to same shall be reserved for Lessor's use and benefit only. **Tenant** shall be permitted to use rear storage area of garage building. **Tenant** covenants and agrees to use the premises in a lawful manner and to conduct him or herself in such manner as not to disturb the peace and quiet of the neighborhood.

8. Default: **Tenant** covenants and agrees that rent payments shall be due by the 1st day of then month and all rental payments are late after the 1st day of the month. Each **Tenant** agrees to pay a Twenty-Five Dollar (\$25.00) late fee for any rental payment not received by the 5th of each month. It shall be **Tenant's** responsibility to make late payments to Lessor. Late payments shall be due and payable with the monthly rental payment. Late payments not made at the time incurred and with rental payments shall be debited to the security deposit and tenant notified of same. Any deductions to security deposit during the term of this tenancy, whether for damages, late fees or other cause, shall be reimbursed to **Lessor** and security deposit amount shall be made whole within 60 days of said deduction occurrence(s).

9. Alterations: **Tenant** shall not make any alterations or additions to said premises nor place any nails in walls or woodwork except approved picture hooks, **without Lessor's prior written consent.** **Tenant** shall at no time paint any wall, woodwork or any other area of the premises. **Tenant** also covenants and agrees that all alterations, additions or improvements made by **Tenant** upon said premises, except movable furniture put in by **Tenant**, shall become the property of **Lessor**, and shall remain upon and be surrendered with the premises at the termination of this Lease.

10. Termination: **Lessor** shall have the right, at any time, upon entering into a contract for the sale of the premises, to cancel this lease and the terms hereby granted, upon giving to the **Tenant** one hundred & twenty (120) days notice of **Lessor's** intention to do so, and upon the expiration of said one hundred & twenty (120) days, **Tenant** covenants and agrees to vacate the premises and to surrender this Lease and the Term hereby granted.

11. Repairs & Maintenance: **Tenant** covenants and agrees to make, at his own expense, necessary minor repairs and up-keep to said premises such as replacing light bulbs, unstopping toilets, and broken window panes. **Tenant** also covenants and agrees to keep the premises in clean and sanitary condition. **Lessor** shall be obligated to make necessary major repairs such as keeping in good order and repair the plumbing and the heating equipment. **Tenant** covenants and agrees to repair damage caused by **Tenant's** negligence to the kitchen appliances provided and to the furniture; as may be provided.

12. Access & Inspection of Premises: **Lessor** and **Lessor's** agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by **Lessor** for the preservation of the Premises or the building. **Lessor** and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within six (6) months before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. **Lessor** shall endeavor to provide **Tenant** a minimum of 24 hours notice prior to entry into Premises for the purposes of showing, inspecting or performing maintenance or repairs, with the exception of emergencies conditions or other conditions of immediate need.

13. Pets: **Tenant** covenants and agrees that no animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of Two Hundred (\$200.00) shall be required along with additional monthly rent of One Hundred (\$100.00) along with the signing of **Lessor's** Pet Agreement. **Tenant** also agrees to carry insurance deemed appropriate by **Lessor** to cover possible liability and damages that may be caused by such animals.

14. Indemnification: **Lessor** shall not be liable for any damage or injury of or to the **Tenant**, **Tenant's** family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and **Tenant** hereby agrees to indemnify, defend and hold **Lessor** harmless from any and all claims or assertions of every kind and nature, except as provided by law.

15. Tenant Insurance: **Tenant** shall obtain and maintain during the Lease Term, including any extension, renewal, or holdover term, liability insurance against all claims on account of personal injury, personal property and property damage for which **Tenant**

may, as a result of use or occupancy of the Premises and of any facilities or common elements, become liable. **Tenant** shall provide **Lessor** with evidence of such insurance prior to occupancy of premises. **Tenant** shall not act nor permit another to act in a manner that will adversely affect any fire or other insurance policy covering the Premises. If **Tenant's** use or occupancy of the Premises increases the premium on any fire or other insurance policy, **Tenant** shall pay such increase and such increase shall be deemed additional rent hereunder.

16. Subordination of Lease: This Agreement and **Tenant's** interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by **Lessor**, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

17. Utilities: **Tenant** covenants and agrees to arrange for utility service in his or her own name for serving the premises and further covenants and agrees to promptly pay all bills for gas, electricity, telephone or other utility expenses incurred for said premises. **Lessor** shall pay all bills for N/A. It is distinctly understood and agreed that no utility services besides N/A are to be furnished by **Lessor**.

18. Damage to Premises: In case of damage or destruction by fire or casualty to an extent that enjoyment of the premises is substantially impaired, this Lease may be terminated according to law.

19. Hazardous Materials: **Tenant** shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

20. Waste: The **Tenant** shall use the Leased Premises with due care and shall not permit or suffer any waste with respect to the Leased Premises.

21. Cancellation: **Lessor** or **Tenants** may terminate this lease agreement effective at the end of the initial term of this agreement or at the end of any subsequent term, upon written notice given to the other party at least 180 days prior to the effective date of such termination. Notice to Cancel must be given prior to the first day of a month in order to cancel the Lease agreement 6 months following the first day of the said month. **Tenants**, in addition to providing sufficient notice to **Lessor** of an intention to terminate, must be current in rental payments; must surrender possession of the premises in good condition, with the exception of reasonable wear and tear; and must pay for all damages or assessments for damages made by **Lessor** against **Tenants** in accordance with the schedule for physical damages contained in the Damage Addendum, other provisions of this agreement, or as **Lessor** shall see fit. If no such notice to cancel is given, the term of this lease agreement shall be extended for self-renewing 12 month terms until either party gives notice to cancel in accordance herewith, unless terminated in accordance with any other applicable provision of this lease agreement, or in accordance with applicable Virginia law.

22. Severability: All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the heirs, executors, administrators, successors, and so far as same is assignable by the terms hereof, to the assigns of such parties. If any provision of this Agreement or the application thereof shall, for any reason and to

any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

23. Obligations: **Tenant** agrees that any failure of **Lessor** to insert upon strict observance of any term, condition or covenant contained in this Lease in any one or more instances shall not constitute or be deemed a waiver at that time or thereafter of such or any other term, condition or covenant contained in this Lease. **Tenant** further agrees that **tenant** shall be responsible for observance of and adherence to all rules regulations and laws as they may apply to said premises or City ordinances.

24. Personal Property of **Tenant(s)**: All personal property placed in or about the premises shall be at the sole risk of **Tenant(s)** or the parties owning the same and **Lessor** shall not be liable for the loss, destruction, theft of, or damage to such property. Any item of personal property which are left in or about the Premises, after **Tenant(s)** vacate the Premises will be considered abandoned property and will be disposed of by **Lessor** if not claimed by **Tenant(s)** within the one month period following the termination of tenancy and delivery of possession, provided that **Lessor** gives **Tenant(s)** a 10 day notice to the last know address of the **Tenants(s)**, address correction requested.

25. Rules and Regulations: **Tenant** will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, **Tenant** shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only. **Tenant** shall at no time park on the grass or in the front yard area;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of **Lessor**;
- (g) Keep all air conditioning filters clean and free from dirt;

(h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. **Tenant** at all time shall endeavor to keep the premises clean and in a neat and orderly manner. **Tenant** shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by **Tenant**;

(i) And **Tenant's** family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents or neighbors;

(j) Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other neighbors or residents;

(k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

(l) **Tenant** shall promptly notify **Lessor** of all damage, problems or other repairs for which **Lessor** is responsible. Failure to notify **Lessor** shall constitute an assumption by **Tenant** of his or her responsibility for correction of said damage, problems, or other repairs.

(m) Combination lock boxes for each apartment or unit are provided with a key. Keys should remain in the lockboxes when not in use. Lockouts from **Tenant** not replacing lockbox keys resulting in the necessity for **Lessor** to open a door will be fined at \$100 per occurrence. Fines will be deducted from security deposit and **Tenant** will be required to make deposit whole within 30 days.

(n) All units are provided with smoke alarms. Where applicable, batteries are provided and changed twice a year by **Lessor**. At no time shall **Tenant** remove any battery from a smoke alarm. Smoke alarms found to be disabled will result in a fine of \$50 per occurrence. Fines will be deducted from security deposit and **Tenant** will be required to make deposit whole within 30 days.

WITNESS the following signatures:

Robert M. Oliver Date
Trustee

Date

Date

Date