

Sample Lease

This lease, made this ____ day of ____, 20____, by and between _____, hereinafter referred to as lessor, and _____, hereinafter referred to as tenant(s). The lessor and tenant (s) agree that:

1. The lessor has this day leased to the tenant(s) the premises known and described as _____, in _____, Virginia, to be occupied only as residence by said tenant(s) and no more than ____ persons upon the terms and conditions set forth in this lease. The premises are unfurnished/partly furnished/fully furnished. The term of this lease shall be from _____, 20____, to _____, 20____.
2. In consideration of the foregoing and as rent for such dwelling, the tenant(s) shall pay the lessor the sum of \$____ per month on the ____ day of each month of the term. Such rent shall be payable to _____ and shall (shall not) include all bills for water (___yes ___no), electricity (___yes ___no), and gas (___yes ___no). If the rent is not paid within five days of the due date, a late fee of \$____ shall be charged.
3. The tenant(s) have this day paid a security or damage deposit of \$____ with the lessor (or his agent) who hereby acknowledges receipt thereof. The security deposit (not to exceed two month's rent) may be held by the lessor until the termination of the tenancy. The lessor acknowledges that such deposit will be held in a trust account, as required by Virginia General Statute 42-50 at _____ (bank or savings institution) located at _____, Virginia. Upon termination of the tenancy, the security deposit shall be refunded to the tenant(s) no later than 30 days after termination of tenancy and delivery of possession. The lessor further acknowledges Virginia General Statute 42-52, requiring that any damage alleged shall be itemized and delivered in writing to the tenant(s) within 30 days and that in no case shall the lessor withhold as damages part of the security deposit for conditions that are due to normal wear and tear. The lessor and tenant(s) acknowledge that the attached list of damages or defects reflects the conditions of the premises at the beginning of the term.
4. The tenant(s) have this day paid a pet fee of \$____ to the lessor (or his agent), which is acknowledged by the tenant to be nonrefundable.
5. The tenant(s) agree to maintain the dwelling unit and shall:
 - a. Keep that part of the premises which he occupies and uses as clean and safe as the conditions of the premises permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the premises which he uses;
 - b. Dispose of all ashes, rubbish, garbage, or other waste in a clean and safe manner;
 - c. Keep all plumbing fixtures in the dwelling unit or used by the tenant(s) as clean as their condition permits;
 - d. Not deliberately or negligently destroy, deface, damage or remove any part of the premises or knowingly permit any person to do so;
 - e. Comply with any and all obligations imposed upon the tenant(s) by current applicable building and housing codes; and
 - f. Be responsible for all damage, defacement, or removal of any property inside a dwelling unit in his/her exclusive control unless said damage, defacement or removal was due to ordinary wear and

tear, acts of the lessor or his agent, defective products supplied or repairs authorized by the lessor, acts of third parties not invitees of the tenant(s), or natural forces.

6. The tenant(s) further agree(s) to abide by all reasonable rules and regulations imposed by the lessor relating to the use of the premises if:
 - a. They apply to all tenants in a fair manner;
 - b. They are sufficiently explicit to fairly inform the tenant of what he/she must or must not do;
 - c. They are not for the purpose of evading the obligations of the lessor;
 - d. The tenant has notice of the rule and it does not substantially change the original leasing terms.
7. The tenant(s) covenant(s) not to unreasonably withhold consent to the lessor to enter into the dwelling unit provided the landlord gives reasonable notice to the tenant(s) of his/her intent to enter. The lessor covenants that he/she will enter only at reasonable times after reasonable notice, except in the case of an emergency, such as a fire or broken water pipe. The lessor may, when there is substantial non-compliance by the tenant(s) with the terms of the lease and upon delivery of a written notice to the tenant(s), declare that the rental agreement shall terminate on a date not less than thirty days after the receipt of the notice unless the breach is remedied within twenty-one days. If rent is unpaid when due and the tenant(s) fail(s) to pay rent within five days after written notice by the lessor of non-payment and his/her intention to terminate the rental agreement, the lessor may terminate the lease and obtain possession of the premises and rent owed through court action.
8. The lessor agrees to maintain the dwelling unit and shall:
 - a. Comply with all applicable building and housing codes;
 - b. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
 - c. Keep all common areas of the premises in a safe condition; and
 - d. Maintain in good and safe working order and promptly repair all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied or required to be supplied by him.
9. The lessor is not released of his obligations under any part of this section by the tenant's(s') explicit or implicit acceptance of the lessor's failure to provide fit and habitable premises.
10. The lessor shall notify the tenant(s) in writing of any breaches of the tenant's(s') obligations under this lease.
11. The tenant(s), when there is material noncompliance by the lessor with the terms of this lease, may either:
 - a. Declare that the rental agreement shall terminate on a date not less than thirty days after receipt of written notice by the lessor unless the breach is remedied within twenty-one days. If the breach is remedied by repairs, the rental agreement will not terminate, or
 - b. Pursue any appropriate civil, criminal or administrative remedies.
12. The lessor covenants that the tenant(s) may peaceably and quietly have, hold, and enjoy the leased premises for the fixed term and for the term of any renewal or renewal.

13. The tenant(s) shall not assign this lease or sublet the dwelling without the consent of the lessor: such consent shall not be withheld without good cause relating to the prospective tenant's(s') ability to comply with the provisions of this lease.

14. The lessor hereby grants the tenant(s) the option of renewing the written lease for a term of _____ at a rental of \$_____, and upon the same conditions, covenants, and provisions as herein contained, provided the tenant(s) give(s) the lessor notice of the exercise of this option at least ____ days before the expiration of the term of this lease. In no event shall notice be required of the tenant(s) that he/she/they do(es) not intended to renew the lease. Failure to exercise this option gives rise to a month to month tenancy.

15. Additional Agreements:

16. Signatures:

Tenant(s)

_____	Date _____
_____	Date _____
_____	Date _____

Lessor(s)

_____	Date _____
_____	Date _____

Witness

_____	Date _____
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