



ANCHOR REALTY GROUP Summer Rental Lease Agreement

THIS LEASE AGREEMENT ("Lease") is made this _____ day of _____, _____, by and between _____ ("Landlord"), and _____ ("Tenant") ("Landlord" and "Tenant" collectively referred to as "Parties"). In consideration of the mutual promises and covenants set forth below, as well as other good and valuable consideration, the receipt of which is acknowledged, Parties hereto agree as follows:

Landlord's Disclosed Agent. Landlord appoints Anchor Realty of Virginia d/b/a Anchor Realty Group ("Agent") as Landlord's agent in connection with this Lease. Agent is authorized to manage the Premises and act on behalf of the Landlord, including, but not limited to serving and receiving notices and demands. Any action taken or waiver given by Agent shall be as effective as if made by Landlord. Landlord and Tenant agree that Agent is authorized to and shall be entitled to enforce this Lease. Tenant acknowledges that this agency relationship has been fully disclosed prior to its entry into this Lease. Agent's address and contact information is as follows: 613 21st Street, Virginia Beach, VA 23451 Phone (757) 428 0432, Fax (757) 428 2996.

Property and Authorized Use. Landlord hereby leases to Tenant the fully furnished property located at _____ ("Premises"). The Premises will be used by Tenant as a private dwelling and for no other purpose with a maximum number of occupants being _____. If there are minors on the property, Adult supervision is required at all times, failure to do so constitutes a material breach of this Lease. All of the people staying in the unit must be named on page (four) 4 of this lease agreement. Occupancy and use of premises shall not disturb or offend neighbors or residents. Anchor Realty Group is only authorized to rent to family groups. House parties, keg parties, excessive noise and/or disruptive behavior (i.e. fireworks, loud music, etc) are not permitted and will result in the immediate eviction of the Tenant without a refund.

The Property includes the following number of beds:
___ King ___ Queen ___ Full ___ Twin ___ Futon ___ Sleeper Sofa ___ Bunk Beds ___ Day Bed

Term. The term shall be for a term of _____ nights and commence on _____ at 4:00 p.m., and terminate on _____ at 10:00 a.m.

Rent. Tenant agrees to pay \$_____ USD as the Reservation Fee reflecting 25% of the total rental amount of \$_____. The remaining balance shall be due and payable 30 days before the commencement of this lease. The parties hereby agree that the deposit is non-refundable as an amount in which the parties agree would compensate the Landlord for taking the property off the rental market. Thus, in the event that the Tenant terminates the lease prior to the commencement date this deposit shall not be refunded. Any and all payments must be made in the form of (1) a personal check drawn from a local bank, (2) a cashier's check, (3) money order, or (4) credit card. Rent shall be paid to the Agent at the address listed above. If there are two or more Tenants, Landlord shall have the option of requiring that only one check, cashier's check or money order will be accepted.

Rent:	\$0.00
Processing Fee:	\$40.00
Lodging Fee:	\$0.00
Tax:	\$0.00
Pet Fee:	\$0.00
CSA Trip Insurance:	\$0.00 USD Accept or Decline (Please circle one)
Rental Total:	\$0.00USD
Reservation Fee (due now):	\$0.00
Damage Deposit:	\$300.00 USD

Bad Checks. Tenant agrees to pay a charge of **Forty Dollars (\$40.00 USD)** for each check returned for insufficient funds. This charge will be in addition to any late fee which may be due and any statutory damages Landlord may be entitled. Further, Tenant agrees that Tenant and only Tenant shall be responsible for any bank fees, NSF check fees and late fees. If any of Tenant's checks are returned to Landlord for insufficient funds, Landlord will have the option of requiring that further payments must be paid by cash, cashier's check, certified check or money order.

Damage Deposit. In addition to the rental payments set forth herein, Tenant agrees to pay the sum of **\$300.00 USD** as a damage deposit. This sum will be due 30 days prior to the beginning of the rental term. The security deposit will be held by Landlord to secure Tenant's full compliance with the terms of this Lease. Damages will be assessed on day of check-out. Landlord may apply the security deposit to the payment of any damages Landlord has suffered due to Tenant's failure to maintain the Premises, to surrender possession of the Premises thoroughly cleaned and in good condition (reasonable wear and tear excepted), or to fully comply with the terms of this Lease, and any balance, if any, to unpaid rent and fees. Landlord shall provide Tenant with an itemized accounting, in writing, showing all such deductions and the reasons for such deductions. Within fifteen (15) days of the conclusion of the Lease term. Landlord will give or mail to Tenant the security deposit minus any deductions. Tenant shall give Landlord written notice of Tenant's new address before Tenant vacates the Premises, Tenant acknowledges that his/her failure to provide a new address will be considered as Tenant's acquiescence in Landlord retaining the Damage Deposit.

Linens- Linens are not provided with any of our units. However, we do have an in-house linen service that will supply linens, towels, and other items that will make your vacation even better. For more information visit our website at www.anchorvirginia.com.

Cancellation Fee We understand that sometimes things come up and you are unable to fulfill your travel plans. All cancellations must be submitted in writing. We make every effort to re-rent the property you had booked for the week so that your loss can be minimized. If the property is not re-rented the only refund you will receive is the damage deposit (if it had been paid). Under no circumstances will the Reservation Fee be returned. If the property is re-rented at the same rate the remainder of the money will be returned to the renter. If you change your mind and wish to rent a different property we can transfer funds to the new property for a transfer fee of \$35USD. The transfer fee must be paid at the time of the transfer. A corrected lease must be signed and returned to the office. Please check into CSA Travel Protection to protect your vacation. For more information please speak with an Anchor representative.

Vacation Rental Insurance - Guest Protect Plan

CSA Vacation Rental Insurance has been offered with your reservation. Vacation Rental Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. View a Description of Coverage/Policy at www.vacationrentalinsurance.com/330cert

Vacation Rental Damage Protection

As part of your stay you may purchase a Vacation Rental Damage plan designed to cover unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$3,000.00. You will still be responsible for any damages that exceed \$3,000.00 or are not covered under the plan and associated damages will be charged to the credit card on file. If, you damage the real or personal property assigned to your rental accommodations during the trip, the Insurer will reimburse the cost of repair or replacement of the property, up to \$3,000.00. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy (www.vacationrentalinsurance.com/g20vrd). The Vacation Rental Damage plan can be purchased up to, and including at, check-in. **By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Anchor Realty Group any amount payable under the terms and conditions of the Vacation Rental Damage plan. Please contact Anchor Realty Group directly if you do not wish to participate in this plan or assignment.**

Vehicles and Parking. At no time may any vehicles park on, or drive on the grass. Tenant agrees to keep spaces clean of oil drippings. Tenant agrees to advise visitors about parking and to take responsibility for where their visitors park. Tenant agrees not to park boats, recreational trailers, utility trailers and the like on the premises without first obtaining written permission. Tenant agrees to comply with such parking rules and regulations as Landlord may deliver to Tenant; provided that Tenant shall be given a reasonable opportunity to comply with any parking changes. Vehicles parked on or about the Premises in violation of such rules and regulations may be towed at the owner's expense.

Inspections and Access. Landlord and its representatives may enter the Premises to make inspections, repairs, decorations, alterations or improvements. Landlord will give Tenant Twenty-Four (24) hour notice of Landlord's intent to enter the Premises. However, Landlord may enter the dwelling unit without consent of Tenant in case of emergency. Failure of Tenant to allow access to Landlord or its agent pursuant to this subsection will constitute a non-remediable breach and at the discretion of the Landlord may result in the immediate termination of the Lease.

Walk Through. Tenant acknowledges that it has received a written report from the Landlord upon the execution of this Lease, itemizing damages to the dwelling unit, if any; existing at the time of occupancy and that such condition report shall be deemed correct unless the tenant objects thereto in writing within twenty-four (24) hours after receipt thereof. Tenant acknowledges having had the opportunity to walk through the Premises and note any deficiencies of the Premises in writing to Landlord prior to endorsing this Lease. Tenant takes the Premises in its present condition as is. Landlord shall not be obligated to make any repairs unless required by law or agreed to in writing signed by Landlord.

Covenants by Tenant. Tenant covenants and agrees to keep the Premises clean and safe; use and maintain all electrical, plumbing, heating, ventilating and air-conditioning facilities and appliances in good and safe working condition; conduct himself or herself, and require guests to conduct themselves, in a manner that will not disturb Tenant's neighbors; and to take care not to intentionally or negligently destroy, damage or remove any part of the Premises, and that he or she will not permit any person to do so.

Tenant agrees that under no circumstances it will enter into the attic, or store anything in the attic. The attic is not meant for storage or for holding the weight of any person. Tenant acknowledges that Tenant has been made fully aware of the risks associated with entering the attic and that Tenant's failure to adhere to this provision is a material breach of the lease and that if Tenant disregards this provision and enters the attic that Landlord is hereby forever discharged from any liability for any damage to property or person.

Tenant acknowledges and agrees that he/she nor shall any guests smoke in the Premises. Any smoking must be done outside of the Premises with the cigarette butts and other smoking debris being placed in a receptacle for disposal.

Tenant agrees that they will keep the plumbing free of any foreign objects with the exception of tissue in the toilets. The flushing of paper towels, women's hygiene products, etc. is prohibited. Further, sink stoppers and food traps must be used at all times in the kitchen.

During the duration of this Lease, Tenant agrees to immediately notify the Agent via a telephone call to the numbers listed above as well as a prompt written notice sent via email to: admin@anchorvirginia.com of any defects or damage in or around the Premises, its equipment, appliances and fixtures. In the event that further damage occurs between the time when Tenant discovers a defect and the time that Tenant notifies the Landlord of the defect, or in the event a third party is injured as a result of Tenant's failure to promptly notify Landlord, Tenant hereby agrees to be responsible to pay the cost of repairing such additional damage, and indemnify and hold harmless against any and all claims asserted by third parties for injuries incurred including attorney's fees.

Tenant agrees to dispose of its ordinary household trash by emptying all internal receptacles into the outdoor trash and or recyclable receptacles at the end of its lease term. Tenant agrees to dispose of its extraordinary household trash by hauling it to the dump themselves or by paying someone else to haul it away. Further at the expiration of this Lease Tenant agrees to:

- a. Wash all dishes and return them to their original location,
- b. Return all furniture back to its original position,
- c. Turn lights and small appliances off, and
- d. Lock all doors and windows.

No dogs, cats or other animals shall be kept in or about the Premises by Tenant or Tenant's guests without the written permission of the Landlord

and a \$100.00 nonrefundable pet fee being paid per pet. In the event Tenant has more pets than permitted or fails to obtain written permission of the Landlord or pay the nonrefundable pet deposit, Tenant hereby agrees to pay Landlord liquidated damages of \$175.00 per pet.

Upon the termination or expiration of this Lease, Tenant will remove all of Tenant's property from the Premises and deliver possession of the Premises, thoroughly clean and in good condition, reasonable wear and tear expected. Tenant will be liable for any damages Landlord may suffer due to Tenant's failure to leave the Premises in the required condition.

Tenant will surrender all keys to the Premises on the date Tenant vacates the Premises; failure to return all keys will result in a **One Hundred Twenty-Five Dollar (\$125.00 USD)** deduction from the security deposit to cover costs of changing locks.

If your keys are left in your property and you require Anchor Realty to come and unlock the property, a **Twenty-Five Dollar (\$25.00) Lock-Out Fee** will be deducted from the damage deposit to cover the cost of this service.

All parking passes must be returned to the Anchor Realty office on the date the lease expires; failure to return each parking pass will result in a **Seventy-Five Dollar (\$75.00)** deduction per pass from the damage deposit to cover costs of a new pass.

Tenant agrees to be responsible for all repairs/damage done as a result of Tenant or Tenant's guests' failure to adhere to the obligations in this lease.

Move-out Inspection. Upon the termination or expiration of this Lease Landlord will inspect the Premises to determine whether Tenant has properly maintained the Premises and has left the Premises thoroughly cleaned and in good condition, reasonable wear and tear expected. Grease accumulation and unreasonable marks, holes, nicks or other injury to walls, ceilings, floors or appliances will not be considered ordinary wear and tear. This inspection will be made to determine what portion of the security deposit will be returned to Tenant and whether Tenant may be liable for damages exceeding the amount of the security deposit. This inspection will be made within 24 hours after the termination of Tenant's occupancy of the Premises.

Bodily Injury and Property Damage. Landlord is not an insurer of Tenant's person or property. Except to the extent provided by law, Landlord will not be liable to Tenant for any bodily injury or property damage suffered by Tenant or Tenant's guests or family members. Neither Landlord nor Agent shall be liable for any injury or damage to persons or property from any cause unless such damage shall be adjudicated to be a deliberate or grossly negligent act or omission.

Rules and Regulations. Tenant agrees to comply with Landlord's reasonable and non-discriminatory rules and regulations which concern the use and occupancy of the Premises, which intend to promote the convenience, safety or welfare of tenants or preserve Landlord's property from abusive conduct. Landlord agrees to give Tenant reasonable notice of any new rules or regulations before enforcing such rules and regulations against Tenant.

If this box is checked, a copy of the Rules and Regulations of Landlord is attached hereto as **Exhibit A**, and made a part of, this Lease.

Early Termination of Occupancy. Tenant will not be released from liability for all rent and other charges due under this Lease in the event of an early termination unless Landlord signs a written statement in which Landlord agrees to release Tenant from such liability.

Damages. In the event of any breach of this Lease Tenant will be liable as follows: For all past due rent and other charges; for all expenses Landlord may incur for cleaning, painting, and repairing the Premises due to Tenant's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear excepted; for any court costs, as well as for the cost of service of notice or of process by a sheriff or private process server; for reasonable attorney fees of thirty-three (33%) percent incurred by Landlord (i) in obtaining an a writ of possession; (ii) collecting rent, other charges or damages, and (iii) in obtaining possession of the Premises; for any loss of rent from the next tenants; and for interest at the rate of twelve (12) percent per annum from date of breach.

Notices. All notices sent by Landlord that are required to be in writing under this lease may be delivered in person or sent by mail or email to the tenant at the premises or at Tenant's last known place of residence. All notices in writing or required by this Lease shall be deemed to have been received by Tenant if the same have been served or delivered at Tenant's last known place of residence, which may be the address of the Premises. Any notices sent by Tenant that are required under this lease must be in writing and sent to the Agent's address via certified mail, return receipt requested (postage prepaid).

Lead-Based Paint Disclosure. The certification as to Lead-Based Paint required pursuant to the Lead-Based Paint Act of 1992, signed by Landlord, Tenant and applicable agents is attached hereto as **Exhibit B**. All improvements on the Premises were/were not constructed after January 1, 1978.

AICUZ. Landlord and Tenant acknowledge that as of the date of this Lease, the Premises is located in the aircraft noise zone 65 and/or Accident Zone 0.

EQUAL OPPORTUNITY: LANDLORD AND AGENT ARE PLEDGED TO THE LETTER AND THE SPIRIT OF THE UNITED STATES POLICY FOR THE ACHIEVEMENT OF EQUAL HOUSING OPPORTUNITY THROUGHOUT THE NATION. THE PREMISES IS OFFERED AND LEASED WITHOUT REGARD TO RACE, RELIGION, NATIONAL ORIGIN, SEX, AGE, PARENTHOOD, OR HANICAP, PURUSANT TO STATE AND FEDERAL FAIR HOUSING LAWS.

Disclosure: Anchor Realty Group Owner and Broker Matthew B. Toller, has an ownership interest in Beach Investment Corporation which owns the following properties: Blue Crab Bungalow (314-B 27th Street), Sand Piper Lookout (314-C 27th Street), Sun Down Cabana (113-C 53rd Street), Dolphin Cove (314-A 26th 1/2 Street), Sea Turtle Hideaway(314-A 27th Street), Drift-Away Bungalow (116-A 65th Street), Driftwood Bungalow (116-B 65th Street), Beach Break Getaway (713 South Atlantic Avenue), Sea Spray Escape (668 South Atlantic Avenue), and Castaway Sands Cottage (113-A 53rd Street). THESE DISCLOSURES MAY IMPACT THE USE AND/OR ENJOYMENT OF A PROPERTY. ANCHOR REALTY OF VIRGINIA INC DBA ANCHOR REALTY GROUP NOR ANY OF THEIR EMPLOYEES OR AGENTS SHALL NOT BE LIABLE FOR TENANTS AND GUESTS FAILURE TO INVESTIGATE ANY OF THESE DISCLOSURES PRIOR TO ENTERING INTO A PURCHASE OR LEASE AGREEMENT.

Miscellaneous: This Lease is entered into and shall be construed under the laws of the State of Virginia. Further, the parties agree that any court action brought under this lease must be brought in the City of Virginia Beach, Virginia. Any provision of this Lease which is prohibited by, or unlawful or unenforceable under, Virginia law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease. If more than one Tenant signs this Lease, all persons signing as Tenant shall be jointly and severally liable for all obligations of Tenant set forth in this Lease. Both Landlord and Tenant hereby waive the right to trial by jury in any action, proceeding or counterclaim brought by either party against the other arising out of this Lease, the relationship as Landlord and Tenant, Tenant's use or occupancy of the Premises, and or any injury or damage on or about the Premises. This Lease and any rules and regulations of Landlord constitute the entire lease agreement between Landlord and Tenant. No oral statements made by either party shall be binding. Additionally, the parties agree that this contract shall not be construed against the drafter but against both parties equally.

WITNESS the following signatures:

LANDLORD or AGENT: _____ (TENANTS LEAVE BLANK) **TENANT/S:** _____ (TENANTS SIGNATURE)

(TENANT PLEASE FILL THIS PORTION OUT)

Tenant Information:

Names of other Occupants:

Name: _____

Soc Sec #: _____

Address: _____

E-mail: _____

Phone Number/s: _____
