

INITIALS  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_



# LEASE AGREEMENT

NOTE: PLEASE RETURN ALL THREE COPIES FOR OWNER SIGNATURE

Date: \_\_\_\_\_

Apartment Community: **The Retreat at Blacksburg** (the "Community")

Tenant: Name: \_\_\_\_\_ (herein, "you" or "your") Social Security No. \_\_\_\_\_

Permanent Address: \_\_\_\_\_

**Landlord/Owner:** Retreat at Blacksburg, LLC, a Virginia limited liability company, (the "Owner" or "us," "we" or "our" and any reference to us includes our Manager). Owner's Address (for payment of rent): \_\_\_\_\_ Blacksburg, VA. The Owner's and Manager's registered agent is Corporation Service Company, Bank of America Center, 16<sup>th</sup> Floor, 1111 East Main Street, Richmond, VA 23219.

**Property Manager:** EDR Management Inc. ("Manager").

Lease Term: \_\_\_\_\_ ("Starting Date") to \_\_\_\_\_ ("Ending Date")

**READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT. NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON US.**

**1. LEASED PREMISES:** We agree to lease to you and you agree to lease from us, one bedroom for your exclusive use (referred to herein as your "Bedroom") in a \_\_\_\_\_ bedroom apartment (the "Apartment") and together with the other residents of the Apartment, you have the joint right to use the common areas of the Apartment, which are composed of those areas within the Apartment to which you have access without going into another bedroom, including the living room, kitchen, a common bathroom, all of the associated appliances and furnishings, and where applicable, laundry facilities within the Apartment, **and where applicable, the balcony accessible through the interior of the Apartment** (the "Common Areas"). Your Bedroom, the other bedrooms in the Apartment and the Common Areas are referred to collectively in this Lease as the "Apartment." In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You also have joint use of the mail box that is assigned to you by us (the "Mail Box").

**2. LEASE TERM.** The Term of this Lease Agreement (the or this "Lease") starts on the Starting Date, and ends at 12:00 p.m. on the Ending Date (the "Lease Term"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for involuntary military service or as permitted by Virginia law for victims of family abuse, sexual abuse or criminal sexual assault. You may not occupy your Bedroom until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us, including, but not limited to, the proof of electrical service described in Paragraph 5 of this Lease. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bedroom for you while we are waiting on you to submit a complete set of documents. If you have made all required payments and provided us all required documents and your Bedroom is not available for occupancy on the starting date of the Lease Term, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the start date of the Lease Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied due to damage or destruction, we will proceed as described in Paragraph 11 of this Lease. We will not be liable to you for damages and will not be considered having willfully failed to deliver possession of the Bedroom to you at the beginning of the Lease Term, and your rent will not abate, if we provide you with comparable accommodations or another bedroom.

**3. RENT AND ADDITIONAL CHARGES; SECURITY DEPOSIT.** Your "Rent" for the Term is \$ \_\_\_\_\_ (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in \_\_\_\_\_, (\_\_\_\_) equal installments of \$ \_\_\_\_\_ payable as follows; the first installment due on \_\_\_\_\_, with remaining installments due on or before the 1<sup>st</sup> day of each month beginning, \_\_\_\_\_.

The breakdown of your regular installments are:

\$ \_\_\_\_\_ for "Base Rent";

\$ \_\_\_\_\_ for \_\_\_\_\_

\$ \_\_\_\_\_ for \_\_\_\_\_

Total Rent: \$ \_\_\_\_\_

With the exception of the first installment, you will pay us the "Rent Installment," which is composed of the Base Rent and other incidental charges, on or before the 1<sup>st</sup> day of each month, without any demand from us for payment. The Rent Installment is payable at the business office for the Community (or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us.

**If your Rent is not paid by 10 AM on the third (3<sup>rd</sup>) day of the month, your Rent is late and you will be charged \$ 30.00 in addition to your Rent. In addition, beginning with the sixth (6<sup>th</sup>) day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid. Post-dated checks will not be accepted. If you choose to make an electronic payment, transaction fees may apply.**

**If a Security Deposit is required for this Lease, the Deposit as set forth in the attached Security Deposit Addendum must be paid within ten days of execution of this Lease or prior to move in, whichever comes first. Upon termination of your tenancy, the Security Deposit may be applied to the payment of accrued rent specified herein, including charges for late payment of rent; to the payment of damages which we suffer by reason of your noncompliance with any provision of law or this lease, normal wear and tear excepted; or to other damages or charges provided in this Lease. NOTHING HEREIN SHOULD BE INTERPRETED TO PERMIT YOU TO APPLY THE SECURITY DEPOSIT AS PAYMENT OF RENT FOR THE LAST MONTH OF YOUR TENANCY.**

**4. APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, electrical service default charges, dishonored check service charges in the amount of \$50 per returned check, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent. While we do not have to, we may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.

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5. **UTILITIES; INTERNET.** We will furnish the following utilities (through independent third party providers) if checked:  X  cable TV,  N/A  electricity,  N/A  gas,  X  water,  X  sewer,  X  garbage removal,  X  internet,  N/A  telephone. All utilities may be used only for household purposes and must not be wasted.

You and your roommates are solely responsible for establishing and paying for electrical service to the Apartment. We provide electrical service to all unoccupied units. We do not and will not provide electrical service to your Apartment during the lease term. Electrical service must be established in your name, your guarantor's name, the name of one of your roommates or the name of one of your roommate's guarantor on or before the "Start Date" of the Lease. You will not be given keys or otherwise allowed to occupy the Apartment until proof of Electrical service in one of the names listed in this paragraph is provided to us in a form and manner sufficient for us to confirm with the electrical provider that you have established electrical service for the Apartment. The failure to timely pay any electric service bill is a violation of the Lease and constitutes a "Default" under Paragraph 12 of the Lease. We reserve the right to pursue all available remedies outlined in Paragraph 13 REMEDIES in the Lease in the event the electrical service for the Apartment is not paid in a timely manner. If your electrical service bill is not paid by the due date established by the electrical service provider, you will be charged \$30.00 in addition to your Rent. In addition, you will be charged \$5.00 per day for each additional day that the electric service bill is not paid. In the event that all or a portion of the electrical service for your Apartment is billed to us, you are required to pay the entire amount of the electrical service bill paid by us, if any, regardless of whether or not the electrical service is in your name.

You must comply with all the rules and regulations of the applicable utility provider. We will not be liable for any interruption, surge or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET SERVICE IN RESPONSE TO A BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY RENT OR A VIOLATION OF THIS PARAGRAPH 5.**

6. **RELOCATION.** It is understood that the Apartment may contain other bedrooms in which other residents may reside. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon five (5) days advance written notice to relocate you to another apartment in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than five (5) days' notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of \$200 will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any right to consent to any future relocation.

7. **NON-REFUNDABLE SERVICE FEE.** In addition to the Rent, you agree to pay as additional Rent a one-time non-refundable service fee of \$ \_\_\_\_ for the use of facilities and service-related functions associated with this Lease (the "**Service Fee**"). This fee in no way releases you from the obligation of leaving your Bedroom and the Apartment in a good and clean condition, reasonable use and wear excepted. The Service Fee is non-refundable and becomes our property whether or not you take possession of your Bedroom.

8. **FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.

9. **RIGHT OF ENTRY.** We have the right, as do our agents, to enter the Apartment and your Bedroom at any time without notice in the event of an emergency, and at all reasonable times, with reasonable advance notice to you, even without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion. Further, with 24-hours advance notice to you, we have the right to enter the Apartment and your Bedroom at all reasonable times to show the Apartment or your Bedroom to prospective tenants, purchasers, contractors or representatives of insurance or lending institutions. **You may not change any locks.**

10. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT; INSURANCE.** We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including damage to vehicles, arising from theft, accident, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. You agree to indemnify, waive all subrogation, and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our grossly negligent, willful or intentional conduct. You are responsible for obtaining your own property, casualty and liability insurance to cover your property and any damages you are liable for under this Lease or otherwise. Any property you keep or store at the Community is at your own risk. **YOU ARE REQUIRED TO CARRY GENERAL LIABILITY INSURANCE, NAMING RETREAT AT BLACKSBURG, LLC and EDR MANAGEMENT INC AS ADDITIONAL INSURED.** You agree to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of personal liability insurance, which provides limits of liability to parties who may make claims against you (including Owner) in the amount not less than \$100,000 per occurrence ("**Insurance Requirement**"). **ALTHOUGH YOU ARE NOT REQUIRED TO DO SO, WE STRONGLY ENCOURAGE YOU TO CARRY RENTER'S INSURANCE COVERING PROPERTY DAMAGE TO YOUR OWN PERSONAL PROPERTY.** At your discretion and sole expense, you may purchase an insurance policy that also covers your personal property or belongings. This type of policy, covering liability to others AND damage to your property is commonly referred to as "renters insurance". Insurance coverage protects you only up to the limit of your policy and you will still be responsible for any losses in excess of your insurance coverage or for claims or damages not covered by your policy.

You acknowledge that property or liability insurance maintained by Owner is for Owner's protection and is not intended to protect you against personal injury, loss or damage to your personal property or belongings, or cover you from your own liability from injury, loss or damage from fire or other negligent acts that you or your guests may cause others. You acknowledge that you are not considered a co-insured of the Owner and not protected under Owner's fire insurance.

You further acknowledge that Owner has made available to you and the other tenants at the Community a program (the "**Program**") providing tenants with an opportunity to purchase policies of either (1) renter's insurance (which includes both the liability and personal property coverage); or (2) personal liability insurance (covering just liability and not personal property) directly through Multifamily Insurance Partners, LLC. This is meant as a service to you but you are under no obligation to purchase renter's insurance or personal liability insurance through this Program. **If you arrange your own personal liability insurance from a company other than Multifamily Insurance Partners, LLC, you agree to provide written proof of the required liability coverage and to list Owner and Manager as an "additional insured" on such policy of insurance.**

We will contact you regarding your election with respect to personal liability insurance through the Program or through an insurance company of your choice. **Failure to provide written proof and maintain the Insurance Requirement shall be a Default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity.**

**WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. You may not rely for your personal safety upon any measures we may take to secure the building/s or the Community. Even elaborate security systems are subject to mechanical

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malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. **You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**

**11. DAMAGE OR DESTRUCTION OF PREMISES.** If, in our opinion, your Bedroom should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom, your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.

**12. DEFAULT; CURE RIGHTS.** You are in violation of this Lease if:

- a. You fail to provide all of the required fees, deposits and documents, including a guaranty or security deposit, within ten (10) days of our execution of this Lease. You fail to provide proof of general liability insurance coverage ten (10) days prior to your move-in date;
- b. You fail to pay Rent or any other amount owed as directed by this Lease;
- c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- d. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
- e. You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom);
- f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- g. You or your guest is arrested for an offense involving actual or potential physical harm to a person, or an offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- h. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
- i. You fail to pay any charge within 10 days after it is levied in accordance with this Lease;
- j. You are unable or refuse to adjust to the concept and requirements of living in a multi-resident Apartment environment, as evidenced by repeated complaints about you from other residents or the staff in the Community;
- k. You bring onto Community property or keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment.
- l. You threaten violence against other residents, their visitors, us or our staff. Any threat of violence is considered a substantial violation of this Lease affecting health and safety.
- m. You do not pay your electricity service bill in a timely manner.
- n. You are in violation or breach of any obligation pursuant to this Lease:
- o. Your guarantor (if any) disclaims or in any way denies liability pursuant to the Guaranty and you do not deposit the required Security Deposit within five business days from our notice to you of the amount of the Security Deposit due.

**Limited Cure Rights.** For a failure to replenish a security deposit or replace a guarantor, or for a non-monetary default that does not materially affect health or safety, so long as such default can be cured, we will permit you a period of twenty one (21) days following written notice to you to cure such default before we exercise any of our remedies under this Lease, including terminating the lease upon a date not later than thirty days after receipt of the written notice. If you commit a breach which is not remediable, we may serve a written notice on you specifying the acts or omissions constituting such breach and stating that this Lease will terminate thirty (30) days after receipt of the notice. If you have been served with a prior written notice of a remediable breach and you remedied the breach described in such notice and you intentionally commit a subsequent breach of a like nature, we may serve a written notice to terminate this Lease not less than thirty (30) days from your receipt of the notice. If you commit a breach of this Lease which involves a criminal or willful act, which is not remediable and which poses a threat to health or safety, such as violation of a fire, health or criminal law, destruction of property, or actual or threatened bodily harm, we may terminate this Lease immediately. Any illegal drug activity by you or your guests or invitees, shall constitute an immediate nonremediable violation for which we may proceed to immediately terminate this Lease.

**13. REMEDIES.** If you are in violation of this Lease, we can, upon such demand or notice as may be required by Virginia law or this Lease, in addition to other remedies allowed by law:

- a. Collect any charge imposed by the Lease;
- b. Interrupt your internet service, which you agree is not considered an essential service;
- c. Sue to collect Rent and any other damages incurred because of your violation of the Lease;
- d. Terminate the Lease and your right to occupy your Bedroom and institute an action for eviction;
- e. Terminate your right to occupy your Bedroom and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Bedroom;
- f. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease, as permitted by Virginia law;
- g. Report all violations to credit reporting agencies; and
- h. Do any combination of a, b, c, d, e, f or g.
- i. As to a default for failure to provide a guaranty or security deposit within ten (10) days of our execution of this Lease: In addition we may terminate the Lease and you agree to pay liquidated damages in the amount of three months' rent, which you agree is a reasonable approximation of our actual damages due to your failure to comply with the Lease terms after binding yourself to this Lease.

**The exercise of any remedy by us is not a waiver of our right to exercise any other right or remedy which we might have. Any Rent or other payment accepted by us after a notice to you that you are in default and that any payments are accepted only with reservation is not a waiver of our rights to pursue any remedy available to us, unless we specifically agree to it in writing.**

**14. RULES AND REGULATIONS.** You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

**15. CONDITION OF PREMISES.**

a. **Acceptance of Apartment.** An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within five days after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bedroom and in the Apartment. If defects are not documented your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a safe, clean and habitable condition, free from evidence of mold, and in good working condition. If defects are not reported on the Apartment Condition Form, you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.**

b. **Duty to Maintain.** You are responsible for taking reasonable steps to keep your Bedroom and the Apartment you share in good condition and to notify us immediately of any condition that requires a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the accumulation of moisture and the growth of mold and mildew within the Apartment. You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and

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thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Apartment at reasonable levels. You shall keep your Bedroom and the Apartment you share in a tidy condition, and particularly the kitchen and bathroom, sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Areas; (ii) visible evidence of mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment.** You agree to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs or any other pests and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the Apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other resident's belongs or other portions of the Community as necessary to eradicate the infestation.

c. **Responsibility for Damages.** You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bedroom assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (including damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. You will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests of any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease.

16. **RIGHT OF REFUSAL.** Until we have executed this Lease and received all required documents and other items, we shall have the right to refuse to lease your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap, national origin or other protected class. In the event of a refusal, we shall refund any prepaid Rent, if applicable.

17. **TERMINATION.** No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect amounts due to us under this Lease. No surrender of your Bedroom by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.

18. **YOUR DUTIES UPON TERMINATION.** When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered abandoned and we can dispose of it as permitted by law and charge you with our costs, all without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 15 above.

19. **CONSENT TO JURISDICTION.** This Lease has been entered into in the **County of Montgomery in the Commonwealth of Virginia.** You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **Montgomery County, Virginia.**

20. **GOVERNING LAW.** This Lease is governed by and construed according to the laws of the **Commonwealth of Virginia.** If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.

21. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.

22. **ATTORNEYS' FEES.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us **in whole or in part,** you are liable for all costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.

23. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease (including the incorporated documents such as the Rules and Regulations and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.

24. **GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner and/or Manager. Any reference to "you" shall mean the undersigned resident of the leased Bedroom and the Guarantor where applicable.

25. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.

26. **ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A \$200 assignment fee must be paid by you prior to the assignment and the new resident must take possession of your Bedroom before the assignment will be considered complete.

27. **TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.

28. **SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any existing or future lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Tenant of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.

29. **SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.

INITIALS  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

30. **WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.

31. **HOLDING OVER.** If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover rent in the amount of 150 percent of the monthly per diem Rent for each day you remain in the Apartment after the termination date specified in our notice to you, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and damages from you.

32. **NOTICES.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. All notices and demands by us to you may be sent by mail to you or by personal delivery to you by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.

33. **PARKING; SHUTTLE SERVICE.** A limited number of parking permits will be available in the Community on a first come, first served basis. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage. We may provide access to a shuttle service for your use. For any shuttle service we provide, we are only liable to you if you suffer injury as a result of our gross negligence or willful misconduct. In the case that the shuttle service is provided by a third party contractor, we are not liable for the actions or inactions of the driver or company. If you use the shuttle service, you do so at your own risk.

34. **PHOTOGRAPH RELEASE.** You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas of the Community or at any Community-sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless us and any of our affiliates, successors or someone authorized by us, for all claims and demands arising out of or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy.

35. **AMENITIES:** All amenities are present as a matter of convenience. The amenities with mechanical components can become inoperable at any time. Amenities include but are not limited to: Internet, Pool, tanning beds, fitness equipment, computer lab, community gates and tennis court. We may at any time decide to remove an amenity. You shall not withhold Rent for any malfunctions of the amenities.

36. **INSURANCE.** You are required to provide proof of general liability insurance to cover damages you are liable for under this Lease or otherwise to us. **YOU WILL BE IN BREACH OF THIS LEASE AND NOT PERMITTED TO MOVE IN UNTIL YOU PROVIDE PROOF OF GENERAL LIABILITY INSURANCE COVERAGE.** In addition, we recommend that you obtain property insurance to cover your property. Any property you keep or store at the Community is at your own risk.

37. **VISITORS:** Residents are allowed to have visitors for no more than two consecutive days or nights at a time. All visitors must be accompanied by the resident at all times. You are prohibited from giving a key to the Apartment to any visitor, guest or any other person and/or otherwise allowing any visitor, guest or other person to have unrestricted access to the Apartment. The visitors must comply with all rules and regulations of the Community. All visitors must park in designated visitor parking. If at any time the visitor interferes with another resident's right to a comfortable environment, the visitor will be asked to leave. We reserve the right to ask any non-resident to leave the property at any time. If we find a visitor has been residing in an Apartment for more than 2 consecutive days or nights without written consent, we will issue a \$100.00 unauthorized person charge to the entire Apartment. Residents will be held accountable for the actions of their guests.

**YOUR SIGNATURE AND THE DELIVERY OF THIS LEASE TO US CONSTITUTES AN IRREVOCABLE OFFER TO LEASE. THIS LEASE IS NOT BINDING ON US UNTIL WE ACCEPT YOUR OFFER. ONCE WE ACCEPT YOUR OFFER BY SIGNING BELOW, THIS IS A FULLY BINDING CONTRACT AND ANY FAILURE ON YOUR PART TO PROVIDE THE REQUIRED PAYMENTS OR DOCUMENTS CONSTITUTES A DEFAULT.**

IN WITNESS WHEREOF, the undersigned have executed this Lease.

YOU: \_\_\_\_\_  
Printed Name

OWNER: **Retreat at Blacksburg, LLC**

By: EDR Management Inc., a Delaware corporation, agent for Owner

BY: \_\_\_\_\_  
Your Signature

BY: \_\_\_\_\_  
Authorized Signature

DATE: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

INITIALS  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

## The Retreat at Blacksburg RULES AND REGULATIONS

This document is incorporated by reference into the Lease between you and us. You agree to these “**Rules and Regulations**” for the purpose of preserving the welfare, safety, and convenience of tenants in **The Retreat at Blacksburg**, for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease and we reserve the right to pursue all possible remedies outlined in paragraph 13. REMEDIES of the Lease. Additional rules and regulations can be found in the Resident Handbook. Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure:

First: If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation. If the violation is deemed to be a default, we reserve the right to pursue all possible remedies outlined in paragraph 13. REMEDIES in the Lease.

Second: If there is a second complaint we will investigate and if we find that the complaint is of merit, you will be assessed a fine, commensurate with the offense, which you must pay immediately. If the violation is deemed to be a default, we reserve the right to pursue all possible remedies outlined in paragraph 13. REMEDIES in the Lease.

Third: If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease and/or if the violation is deemed to be a default, we reserve the right to pursue all possible remedies outlined in paragraph 13. REMEDIES in the Lease.

1. If the Postmaster serving the Community has instituted or begins during the Lease “single drop delivery,” we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within 30 days of delivery we may return them to sender or the post office. If we accept packages for you, it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages.
2. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
3. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
4. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bedroom or the Apartment or anywhere in the Community. Room. Entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
5. Pets are not permitted in or about the Apartment except for fish in an aquarium that can be no larger than 10 gallons. If a pet is found in the Apartment, the following will apply:
  - First: A written warning will be issued to you specifying the complaint and a \$100.00 pet fee will be assessed against you. **The pet must be removed from the Property immediately.** You will also be responsible for cleaning and/or replacement of carpet or other damaged item damaged by the pet(s) and for charges incurred for pest control treatment.
  - Second: Upon a second violation, a \$200.00 pet fee will be assessed against you, and we may declare the Lease to be in default.Service, companion or comfort animals are permitted to accommodate those with disabilities. Persons requiring a service, comfort or companion animal will need to present reasonable support for their request and execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal.
6. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation, will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
7. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
8. Live decorations such as trees/wreaths are prohibited. No hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame is allowed within the Apartment. Grilling and the usage or storage of outdoor charcoal or gas, are permitted only in designated areas. No grills are allowed on balconies or breezeways
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited. The sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in violation of these Rules and Regulations and/or state, local or federal laws.
10. Due to the multi-tenant and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. No loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community is permitted. Use of televisions, radios, musical instruments or any manner of sound amplification, production or reproduction that can be heard beyond the confines of the Apartment is prohibited. No manner of sound amplification, production or reproduction, including the playing of musical instruments, is permitted in the common areas of the Community without our prior written permission.
11. If smoking is permitted in the Community, smoking is only allowed in those Apartments where all roommates have previously agreed to allow tobacco use. Smoking in the clubhouse/community building or other recreational areas is not allowed. All cigarette butts must be disposed of properly.
12. Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.
13. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of \$25.00 per key will be made for each key lost or not returned. Locks are changed at a cost of \$45.00 per lock. A fee will be assessed for lock-outs.
14. You must comply with posted Rules and Regulations.
15. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Apartment. Trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to \$50 for each item that we must remove.
16. **No gathering, unless sponsored by us, may exceed 10 persons. The Apartments are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious injury to persons in your Apartment and on the floors below you.**
17. Subject to our right to remove it at any time, we are providing a controlled access gate (the “Gate”) in an attempt to control access to the Community – it is not provided for your security. If we remove the Gate we will not be in violation of any warranty or promise. Any benefit that you may receive from the Gate is only incidental to the existence of the Gate. The Gate is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. You have been provided instructions regarding the use of the Gate. Please read them before you move in. You agree that your actions won't impair the use or function of the Gate. The Gate is a mechanical device and could become inoperative at any time. There will invariably be breakdowns or circumvention of anything mechanical or electronic in nature. You agree that our installation of the Gate is not a voluntary undertaking or agreement by us to provide security to you or your guests. We do not represent that the presence of the Gate increases your personal safety. We are not and will not become liable to you, your family or your guests for any injury, damage or loss which is caused as a result of any problem, defect, on behalf of yourself, your family or guests, you will not make demand upon or file suit against us and you hereby release us, or any of our agents, incidental to the installation, operation, repair or replacement or use of the Gate.
18. You agree to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of general liability insurance, which provides limits of liability to parties who may make claims against you (including Owner) in the amount not less than

INITIALS  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

\$100,000 per occurrence (“**Insurance Requirement**”). At your discretion, and sole expense, you may purchase an insurance policy that also covers your personal property or belongings. This type of policy, covering liability to others and damage to your property is commonly referred to as “renters insurance”. You are not required to purchase full renters insurance, only the liability portion. However, the liability insurance alone does not protect against loss or damage to your personal property or belongings – it only pays claims made against you by others (including Owner). The liability coverage only protects you up to the limit of your policy and you will still be responsible for any losses in excess of your insurance coverage or for claims or damages not covered by your policy.

You acknowledge that property or liability insurance maintained by Owner is for Owner’s protection and is not intended to protect you against personal injury, loss or damage to your personal property or belongings, or cover you from your own liability from injury, loss or damage from fire or other negligent acts that you or your guests may cause others. You acknowledge that you are not considered a co-insured of the Owner and not protected under Owner’s fire insurance.

You further acknowledge that Owner has made available to you and the other tenants at the Community a program (the “**Program**”) providing tenants with an opportunity to purchase policies of either (1) renter’s insurance (which includes both the liability and personal property coverage); or (2) personal liability insurance (covering just liability and not personal property) directly through Multifamily Insurance Partners, LLC. This is meant as a service to you but you are under no obligation to purchase renter’s insurance or personal liability insurance through this Program. **If you arrange your own personal liability insurance from a company other than Multifamily Insurance Partners, LLC, you agree to provide written proof of the required liability coverage and to list Owner and Manager as an “interested party” on such policy of insurance.**

We will contact you regarding your election with respect to personal liability insurance from either of the two following sources:

A. From Multifamily Insurance Partners LLC through the Program. If you elect to purchase personal liability insurance (or renters insurance) from MFIP, MFIP will provide us with the required proof of insurance. (You may access this Program at [www.StudentInsurancePolicy.com](http://www.StudentInsurancePolicy.com) or by calling 866-341-1314.

**OR**

B. From another insurance company of your choosing, in which case you must:

- (1) Obtain and maintain a policy of \$100,000 personal liability insurance
- (2) Have your insurance policy designate Owner and Manager as an “interested party”
- (3) Provide Owner with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of this Lease, at the beginning of subsequent renewal periods, and from time to time thereafter upon Owner’s request.

19. During severely cold weather you are required to take all available precautions to prevent damage to the heating systems, the hot water system and the water pipes, including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:

1. Run a drip of water from all of the faucets in your Apartment. Run both the hot and cold water at a steady drip.
2. Adjust your thermostat to no lower than sixty degrees (60°) Fahrenheit. You may not turn off your heat.
3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
4. If you are away from your Apartment during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
5. Notify us immediately if you see any evidence of damage or water leaks.

We will be vigilant in protecting our property by checking your Apartment to make sure you have followed these Rules and Regulations. Our activities in no way diminish your responsibility to take these precautions. These precautions are essential in order to avoid substantial damage to your Apartment from broken pipes. If you have failed to take these precautions, you may be liable for damages to your Apartment and any other property damage caused by your failure to follow these Rules and Regulations. You will be charged and invoiced promptly for any service, plumbing calls or property damage caused by your failure to take necessary winterizing precautions. As you are aware, you are required to purchase insurance to cover liability you may have for damage to our property and the property of others. We strongly encourage you to purchase insurance to cover damage to your personal belongings. The community owner and management company assume no liability for personal loss.

INITIALS  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

### PARENTAL OR SPONSOR GUARANTY

Apartment Community: **The Retreat at Blacksburg** (the "Community").

Tenant/Resident: Name: \_\_\_\_\_

In consideration for, and as an inducement to us for entering into the Lease with Tenant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you, as Guarantor, guarantee irrevocably, absolutely and unconditionally, to us and our successors and assigns, the full performance and prompt observance of all the agreements and conditions of the Lease and of any amendments, revisions or renewals of the Lease (and all documents that are a part of the Lease), including, but not limited to, the payment of Rent and other sums due under the Lease. You acknowledge that you have a relationship with the Tenant and as a result of that relationship you will derive a substantial benefit from our leasing to Tenant. Once you sign this Guaranty it is your legal obligation to pay us sums due under the Lease. You hereby waive any legal defenses to this Guaranty based on notice of acceptance, presentment, demand, notice of protest, notice of dishonor or default, and notice of any changes, renewals or modifications. Unless we are seeking money from you for your payment responsibilities under this Guaranty, we do not have to provide any notices to you. You hereby waive each and every notice to which you or the Tenant might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by you or the Tenant. Once any sums are due under the Lease we may collect them from you without making efforts to sue or otherwise trying to collect such sums from the Tenant. This is a guaranty of payment and performance and not of collection and your liability is primary and not secondary. You expressly waive any defenses based upon any applicable statute of limitations, failure of us to enforce the Lease against the Tenant, any failure to give notice of default to the Tenant or other notices due under the Lease and any duty to give you notice of facts about the Tenant. We may, on one or more occasions, in our sole discretion, waive terms of the Lease, grant concessions or other indulgences to the Tenant, all without any notice to you or effect on your obligations under this Guaranty. Any obligations Tenant has to you are subordinate to Tenant's Lease obligations to us. As used in this Guaranty, the term "you" shall also include all other persons claiming by, through or under you, including your heirs or personal representatives. You may not assign your obligations under this Guaranty to anyone else. Your liability under this Guaranty continues in full force and effect even if the Tenant becomes incapacitated, disabled or bankrupt or moves from the leased premises. You are not released from your guarantee obligations until we have been fully paid all sums due under the Lease. If we institute any legal proceedings against you to enforce this Guaranty and prevail in such action, you will be liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **Montgomery County** in the **Commonwealth of Virginia**. Your signature below confirms that you have had the opportunity to read and understand this Guaranty and to consult legal counsel if you so desire.

The undersigned authorizes a credit and/or criminal screening report to be processed and verification of information provided below.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

GUARANTOR: \_\_\_\_\_  
SIGNATURE OF GUARANTOR DATE  
\_\_\_\_\_  
PRINTED NAME OF GUARANTOR Social Security # \_\_\_\_\_

RELATIONSHIP TO TENANT: (i.e. Mother, Father, Grandfather, And Grandmother): \_\_\_\_\_

BILLING ADDRESS CITY/ STATE/ZIP CODE TELEPHONE

SOCIAL SECURITY NUMBER CELL PHONE NUMBER EMAIL ADDRESS

DATE OF BIRTH \$ MONTHLY INCOME

**N O T A R Y**

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_;

I, the undersigned, a notary public in and for said county in said state, hereby certify that before me personally appeared, \_\_\_\_\_, whose name(s) is signed to the foregoing instrument, and who is/are known to me, or satisfactorily proven to be the person(s) who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:  
**OR**

[NOTARIAL SEAL]

**WITNESSED BY AUTHORIZED OWNER'S REPRESENTATIVE WITH COPY OF STATE OR FEDERAL PHOTO I.D.**

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

\_\_\_\_\_  
AUTHORIZED PERSON'S PRINTED NAME