

RESIDENTIAL LEASE

**THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE BEFORE SIGNING.**

This property will be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status, handicap or elderliness in compliance with all applicable federal and state and local fair housing laws and regulations.

This LEASE AGREEMENT is made on **June 1, 2010** between **Neighborhood Investments-CT, LLC** (Landlord) and "[Click here and type name]" (Tenants) through **Neighborhood Properties, Inc.** (Listing and Leasing Broker). Listing and Leasing Broker are sometimes hereinafter referred to as "Agent".

Now, therefore, in consideration of the mutual covenants and conditions contained herein, the Landlord or Broker and Tenant(s) agree as follows:

I. SUMMARY OF LEASE AGREEMENT TERMS:

- A. Address of Leased Premises: "[Click here and type address]"
- B. Description of Premises: "[Click here and type description (washer, dryer, fridge, etc.)]"
- C. Term of Lease Begins On "[Click here and type date of lease start]"
- D. Length of Term Is: "[Click here and type lease term length]"
- E. Lease Term Ends On: "[Click here and type lease end date]" @ **12:00 noon**
- F. Total Rent Due for Full Term: _____ **Dollars**
(\$ _____)
- G. Monthly rent to be paid in advance on the first day of each month which is due in monthly installments of _____ **Dollars (\$ _____)**, without deduction or demand at P.O. Drawer R, Charlottesville, VA 22903, or at such other place designated in writing. Checks or money orders for rental payments should be made payable to Neighborhood Properties, Inc. Landlord and Broker reserve the right to require that all rental payments be made by certified funds or money order.
- H. Names of Occupants Other than Tenant: "[Click here and type names of other occupants or none]" .
- I. Late charges will be **\$100.00** per month if the monthly rental is not received by Broker on or before the **3rd day** of each month during the term of this Lease Agreement.
- J. Utilities included in rent: **Trash, Yard Maintenance, and _____ Parking Spaces.** Tenant is responsible for all utility costs for the unit including the separately metered electricity, the separately sub-metered water (and associated sewer), the high-speed internet provided to the unit, and any cable or phone services that the tenant wishes to contract separately for. Tenant agrees to pay to Landlord a flat fee of \$15.00 per bedroom per month in advance on the first day of the month for the high-speed internet service regardless of whether Tenant uses the service or pays for an alternate/additional internet service. Tenant agrees to make monthly payments of \$20.00 per bedroom in advance on the first day of the month to be applied towards the tenant's pro-rated water/sewer charges. At the beginning and end of the lease term, Landlord will read the sub-meter for the water and at the end of the lease term and will provide Tenant an accounting of the Tenant's pro-rated water/sewer charges based on the actual water/sewer bills from the City of Charlottesville for the actual water usage for tenants' apartment for the time period corresponding to the lease term. Based on that accounting and the credit given for the Tenant's monthly payments for water/sewer, either Landlord will owe Tenant a refund of any over payment or Tenant will owe Landlord the difference between the total water/sewer charges and the amount of the Tenant's total payments
- K. Returned checks will result in a **\$35.00** additional charge, other than the late charge specified herein, for each check returned to Landlord or Broker for insufficient funds or otherwise.
- L. Monies received from Tenants as follows:

1. Security Deposit (Deposited with Landlord or Broker): "[Click here and type amount of SD]"
2. First Month's Rent: "[Click here and type amount of SD]" **due** "[Click here and type date]"
3. Pro-rated Rent: "[Click here and type amount of pro-rated rent]" **due** "[Click here and type date]"
4. Pet Fee (Non-refundable; not to be applied to damages): "[Click here and type pet fee, or n/a]"
5. Other charges (specify): "[Click here and type amount of application fee]"
6. TOTAL: \$ _____ / \$ _____ **due** _____, 2010 (at lease signing)

II. APPLICABLE VIRGINIA LAW. This Landlord/Tenant relationship is within the purview of Chapter 13.2 of Title 55 of the Code of Virginia (1950), as amended, generally known as the Virginia Residential Landlord Tenant Act.

III. BROKER DESIGNATED LANDLORD'S AGENT. Landlord hereby appoints Broker, as its authorized agent, with full and complete authority to engage in all aspects of the business of the management of the Premises, and to act for the Landlord in all respects which relate to this Lease Agreement.

IV. SECURITY DEPOSIT. Tenant(s) have deposited the sum specified herein as a security deposit, to secure a complete and faithful performance by Tenant(s) of all terms and conditions of this Lease Agreement, and of the obligations imposed on Tenant(s) by applicable Virginia law and further agrees to the following:

- A. Security Deposit. Under the applicable Virginia law, if Tenant(s) default with any provision of the Lease Agreement, Landlord or Broker may terminate the Lease Agreement and may apply all or part of the security deposit to the payment of accrued rent and the amount of any damages which have been suffered, which includes but is not limited to physical damages, appropriate charges to Tenant(s) not previously reimbursed to Landlord or Broker, actual damages for breach of the Lease Agreement, attorney's fees and costs. It is the policy of Landlord and Broker to apply security deposits to non-rent items first, and then to any unpaid rent. Within forty-five (45) days after termination of the tenancy and return of possession of the Premises to Landlord or Broker by Tenant(s), Landlord must provide Tenant(s) with an itemized listing of all deductions made from the security deposit, and with payment of any amount due Tenant(s). If Tenant(s) comply with all terms and conditions of the Lease Agreement and with the applicable Virginia law, Landlord will return to Tenant(s) the security deposit, together with any accrued interest if required by law, within forty-five (45) days after termination of the tenancy and return of possession of the premises to Landlord or Broker by Tenant(s). Any interest earned on the security deposit in excess of that amount which Landlord or Broker is required by law to pay to Tenant(s) will be retained by Landlord or Broker to cover administrative costs.
- B. Forwarding address. Tenant(s) must provide Landlord or Broker written notice prior to vacating the Premises of the forwarding address so that Landlord or Broker can forward to Tenant(s) a statement explaining the disposition of the security deposit prior to the end of the 45-day period provided herein. If Tenant(s) fail to give notice of a forwarding address, Landlord or Broker will send the security deposit statement to the last known address of Tenant(s), but will retain the security deposit refund, if any, until Tenant(s) notify Landlord or Broker of the appropriate address.
- C. Multiple Tenant(s). Where more than one Tenant signs this Lease Agreement, a deduction to be made from the security deposit will be joint and several, and Landlord or Broker is not liable for any understanding which may exist between two or more Tenants as to the portion of the security deposit that one Tenant may be entitled to, as opposed to another Tenant. Landlord or Broker will draw one check payable to all Tenants jointly, and forward same to forwarding address provided to Landlord or Broker by written notice as required herein.
- D. Check-out Inspection. Under applicable Virginia law, Landlord or Broker will make reasonable efforts to provide Tenant(s) with notice of a right to be present at the time of the check-out inspection. Landlord or Broker will include in the vacating notice sufficient language to inform Tenant(s) of this right to be present. Tenant(s) must make a written request to Landlord or Broker to be present at such an inspection, and Landlord or Broker will notify Tenant(s) of the inspection times which will occur within 72 hours of the termination of the tenancy. If Tenant(s) fail to make

such a request, or fail to schedule such an inspection, Landlord or Broker will proceed to do the check-out inspection without Tenant(s) being present.

E. Setoff Prohibited. Tenant(s) have no right to deduct the security deposit from the rental payment for the last month of any term of this Lease Agreement.

F. Landlord or Broker's Successor Obligated for Security Deposit. If Landlord or Broker in any way transfers its interests in the Premises, or if Broker or Landlord transfers the management of the Premises, to a third party, Landlord or Broker, as the case may be, may transfer the security deposit to the transferee and Landlord and Broker are thereafter released from all liability for the return of the security deposit and to Tenant(s). If such a transfer occurs, Tenant(s) agree to look to the transferee solely for the return of the security deposit and to release Landlord or Broker, as the case may be, from all obligations and liability relating thereto.

G. Damage Addendum. The Damage Addendum, attached hereto and incorporated by reference herein, establishes a tentative schedule of standard deductions to be utilized by Landlord or Broker in assessing charges against Tenant(s) for physical damages done to the Premises, with the exception of reasonable wear and tear. Landlord or Broker reserves the right to alter the said schedule if the repair costs should become higher than those listed thereon. Landlord or Broker further reserves the right to assess against Tenant(s) for such damages the actual costs of the materials and repairs, if there is a variance between the tentative schedule and the actual bill for such materials and repairs. The Damage Addendum also establishes the tentative schedule for charges to be made by Landlord or Broker against Tenant(s) during the Term of the tenancy for any damages as may occur. If repair or replacement is not possible, Landlord or Broker reserves the right to assess against Tenant(s) the value of the damages.

V. RENT.

A. Rent Payments. The total rent for the initial Term of this Lease Agreement is as set out in Paragraph I(F) and (G) of this Lease Agreement. The monthly rental payments are payable in advance, without demand, and in full without proration or setoff, on the first day of each calendar month to Broker or at such other places as Landlord or Broker may designate by advance written notice to Tenant(s).

B. Late Payment. If the rental payment is received by Broker after the third (3rd) day of any calendar month, a late penalty of **\$50.00** will be assessed against Tenant(s). Any rental payment received after legal action has been initiated by Landlord or Broker will be accepted with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted by Landlord or Broker against Tenant(s) to recover delinquent rent and possession of the Premises.

C. Returned checks. Landlord and Broker reserve the right to require that all monthly installments be made by money order, or certified funds, and to impose a service charge of **\$35.00** on Tenant(s) for returned private party checks.

VI. INSPECTION AND CONDITION OF LEASED PREMISES. The Broker shall within five (5) days after occupancy of a dwelling unit, submit a written report to the Tenant(s), for his safekeeping, itemizing damages to the dwelling unit existing at the time of occupancy, which record shall be deemed correct unless the Tenant(s) objects thereto in writing within five days after receipt thereof. If the Tenant(s) prepared the written report of the check-in inspection, the Tenant(s) shall submit a copy to the Landlord or Broker, which record should be deemed correct unless the Landlord or Broker objects thereto in writing within five days after receipt thereof. If the Landlord or Broker and the Tenant(s) prepare the written report of the check-in inspection jointly, both the Landlord or Broker and the Tenant(s) shall sign the said written report and receive a copy thereof, at which time the said record shall be deemed correct.

VII. USE, OCCUPANCY AND MAINTENANCE.

A. Tenant(s) covenant the Premises will be used only as a dwelling unit in manner which will not disturb neighboring tenants and which will not damage the Premises. Tenant(s) will not permit any guests or invitees on or about the Premises to either disturb neighboring tenants or damage such Premises. No persons, other than those named as occupants and Tenant(s) in paragraph I(H) of this Lease Agreement, may occupy the Premises on a regular basis. For the purpose of this Lease Agreement, occupancy by an unauthorized person for more than seven (7) calendar days consecutively, or fourteen (14) calendar days in any calendar year, without prior written consent from Landlord or Broker, will constitute occupation of the Premises on a regular basis and therefore will constitute a violation of this paragraph.

B. No assignments will be permitted under any circumstances. No subleases will be permitted without prior written consent of Landlord or Broker.

C. Tenant(s) shall discharge all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the Premises, including plumbing and other fixtures, appliances, and facilities, as clean and safe as their condition permits. Tenant(s) shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities on the Premises. Tenant(s) shall be responsible for any damages caused by Tenant(s)' failure to comply with this requirement. Tenant(s) shall not install or use any other major appliances or equipment on the Premises without prior written permission of Landlord or Broker.

D. Tenant(s) shall be responsible for reasonable care of the smoke detector in accordance with Section 55-248.16 Code Of Virginia, and for the interim testing and providing written notice to Landlord or Broker for the repair of any malfunctioning smoke detector. In accordance with Section 55-248.13, Code of Virginia, Landlord or Broker shall be obligated to provide and pay for service, repair, or replacement which must occur within five (5) days of receipt of written notice from Tenant(s) that a smoke detector is in need of repair.

E. Tenant(s) shall not install appliances other than those provided or offered by the landlord without prior written consent by the landlord; this includes ranges, fixed microwave ovens, clothes washers and/or dryers, portable space heaters (as primary heat source), and/or refrigerators/freezers.

F. Tenant(s) shall comply with any and all obligations imposed upon Tenant(s) by applicable Virginia law.

VIII. UTILITIES. Tenant(s) shall pay any deposits required by utility companies for those utilities not provided by Landlord or Broker. Paragraph 1(j) of this Lease Agreement lists the utilities provided by Landlord or Broker, which Tenant(s) agree to use in a reasonable manner so as not to commit waste. Landlord or Broker is not liable for failure to provided the named utilities, or for interruption of same if such failure or interruption is due to any cause beyond the control of the Landlord or Broker. Tenant(s) agree to maintain electric service and/or heat in the Premises, as the case may be, throughout tenancy to prevent any damages from occurring to the Premises. Tenant(s) agrees to use the utilities provided to the unit; electrical, water and sewer, and gas.

IX. PERSONAL PROPERTY OF TENANT(S).

A. All personal property placed in or about the Premises shall be at the sole risk of Tenant(s) or the parties owning the same, and Landlord or Broker shall not be liable for the loss, destruction, theft of, or damage to such property. Landlord or Broker strongly encourages Tenant(s) to obtain insurance coverage for their personal property usually referred to as "Renter's Insurance."

B. Renter's Insurance. Any items of personal property which are left in or about the Premises, after Tenant(s) vacate the Premises will be considered abandoned property and will be disposed of by Landlord or Broker if not claimed by Tenant(s) within the one-month period following the termination to tenancy and delivery of possession, provided that Landlord or Broker gives Tenant(s) a 10-day notice to the last known address of the Tenant(s), address correction requested.

X. ACCESS TO THE PREMISES BY LANDLORD OR BROKER AND THEIR DULY DESIGNATED REPRESENTATIVE(S). Landlord or Broker and their duly designated representative(s) may enter the Premises in order to do any one or any of A, B, C.

A. Upon reasonable notice to Tenant(s) and at reasonable times:

1. Inspect the Premises.
2. Make necessary or agreed repairs, decorations, alterations, or improvements;
3. Supply necessary or agreed services.
4. Exhibit the Premises to prospective or actual mortgagees, workmen, contractors, appraisers and/or representatives of any Owner's Association.

B. After notice of termination of this Lease by Landlord or Broker or Tenant(s) or ninety (90) days preceding the expiration and the expiration of applicable cure period of the lease term, place a "For Sale" sign upon the premises in addition to a REALTOR Lock-box and exhibit the premises to prospective and/or actual purchasers, at reasonable times and during reasonable hours or:

C. After notice of termination of this Lease by Landlord or Broker or Tenant(s) of sixty (60) days preceding the expiration of the lease term, place a "For Rent" sign upon the premises in addition to a REALTOR Lock-box and exhibit the premises to prospective and/or actual lessees, at reasonable times, and during reasonable hours.

D. If Tenant(s) refuse to allow or prevent access to the Landlord or Broker as provided herein, Landlord or Broker may obtain injunctive relief to compel access and may terminate this Lease Agreement. In either case, Landlord or Broker may recover actual damages sustained and reasonable attorney's fees.

E. Tenant(s) shall give Landlord or Broker notice of any anticipated extended absence of Tenant(s) from the Premises in excess of seven (7) days. During such absence of Tenant(s), Landlord or Broker may enter the Premises at times reasonably necessary to protect the Premises. In the event that Tenant(s) fail to give such notice, Landlord or Broker may recover from Tenant(s) any actual damages sustained.

XI. LANDLORD OR BROKER'S INABILITY TO DELIVER POSSESSION TO TENANT(S). If Landlord or Broker is unable to deliver possession of the Premises to Tenant(s) on the beginning date of this Lease Agreement, through no fault of Landlord, Landlord is not liable to Tenant(s) for any damages other than to rebate any rent paid by Tenant(s) in advance and to return any security deposit which has been paid by Tenant(s). If Landlord or Broker cannot deliver possession of the Premises or provide Tenant(s) with a similar residential unit acceptable to Tenant(s) within fifteen (15) days of the beginning date of this Lease Agreement, this Agreement can be terminated by either Landlord or Broker, or Tenant(s), or by giving of notice provided herein.

XII. CASUALTY DAMAGE. In the event of damage to the Premises by fire or other casualty, Landlord or Broker shall repair the same within a reasonable period of time after service upon Landlord or Broker of written notice of such damage by Tenant(s). If the Premises or any part thereof is damaged by fire or other casualty to such an extent that the enjoyment of the Premises is substantially impaired, Tenant(s) may immediately vacate the Premises and serve on Landlord or Broker a written notice within fourteen (14) days thereafter of the intention of Tenant(s) to terminate this Lease Agreement, in which case this Lease Agreement terminates as of the day of vacating. In the event that Landlord or Broker and Tenant(s) cannot agree as to the question of habitability, the decision of the building inspector for the locality where the Premises are located will control in this regard.

XIII. CONDEMNATION. If all, or a substantial part, of the Premises shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this Lease Agreement and all rights of Tenant(s) under it shall immediately terminate. The rent shall be adjusted as of the time of such acquisition, but Tenant(s) shall have no claim against Landlord or Broker for any value of the unexpired term, nor shall Tenant(s) be entitled to any part of the condemnation award of purchase price in lieu of such award.

XIV. LIABILITY OF LANDLORD OR BROKER. Neither Landlord or Broker shall be liable for any injury or damage to persons or property either caused by or resulting from falling plaster, dampness, overflow or leakage upon or into the Premises of water, rain, snow, ice, sewage, gas, or electricity or by any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliances or leakage, breakage or obstruction of soil pipes, nor for any injury or damage from any other cause, unless any such injury or damage shall be the result of the deliberate or negligent act of Landlord or Broker, and Tenant(s) shall give prompt notice to Landlord or Broker of any of the foregoing occurrences, however caused.

XV. PETS. Tenant(s) shall not keep pets on the Premises without prior written consent of the Landlord or Broker. Should this consent be granted, Tenant(s) acknowledge that such consent may be revoked if there are any complaints. Tenant(s) further agree to assume all liability and responsibility for any and all damage caused by said pet(s) including, but not limited to, cost of having all carpeting cleaned by a professional carpet cleaner and/or repaired or replaced, to pay the cost of having the Premises de-fleed and de-ticked by a professional exterminator at the termination of occupancy, and to provide paid receipts of such service. Consent is hereby granted to keep the following pet(s) on the Premises.

- A. Number:
- B. Type:
- C. Name:
- D. Description:

An additional fee of **\$395.00** will be paid by Tenant(s) for the privilege of keeping pets on the premises. This fee is non-refundable and will not be applied to damages. An additional deposit of _____ is hereby made by Tenant(s) guarantee

Tenant(s)' obligation concerning pet(s). Be it further understood and agreed that should these monies not be sufficient to satisfy claims under this paragraph, the Landlord or Broker may use funds deposited as the Security Deposit shown above.

XVI . REPRESENTATIONS IN RENTAL APPLICATION. The Lease Agreement was entered into based upon the representations of Tenant(s) contained in the Rental Application. If any of those representations are found to be misleading, incorrect or untrue, Landlord or Broker may immediately terminate this Lease Agreement and notify Tenant(s) to vacate the Premises.

XVII . FINANCIAL RESPONSIBILITY. If the Landlord or Broker is required to pay money or other consideration to Tenant(s), Tenant(s) agree that such financial obligation(s) will be satisfied solely from the Landlord or Broker's estate and interest in the Premises, and the real estate upon which the said Premises are situated, and the improvements of which it is part, or the proceeds thereof, so that Landlord or Broker will incur no individual liability for such financial obligations.

XVIII . NOTICE. All notices shall be in writing and will be given by regular mail, with the party giving notice retaining a certificate of mailing which may be a U.S. Postal Certificate of Mailing, or may be a certificate on the notice itself; or by hand delivery with the party giving the notice retaining proof of delivery of the notice which may be a certificate of the notice itself. Hand delivered notices shall be delivered in accordance with Chapter 8 of Title 8.01 of the Code of Virginia (1950), as amended.

XIX . CANCELLATION. Lease ends on date specified on page one, unless terminated in accordance with any other applicable provision of this Lease Agreement, or in accordance with applicable Virginia law. There will be no automatic renewal of this Lease Agreement. Tenant(s) must surrender possession of the Premises in good condition, with the exception of reasonable wear and tear; and must pay for all damages or assessments for damages made by Landlord or Broker against Tenant(s), in accordance with the schedule for physical damages contained in the Damage Addendum, other provisions of this Agreement, or as the Landlord or Broker shall see fit.

XX . ACTION BY LANDLORD OR BROKER UPON DEFAULT BY TENANT(S). Under Virginia Law, and this Lease Agreement, Landlord or Broker may terminate this tenancy during the term of the Lease Agreement upon one of the following:

A . Material Noncompliance by Tenant(s) Failing to Pay Rent When Due. Tenant(s)' rent is due and payable on the first (1st) day of each calendar month. If Tenant(s) fail to pay such rent after Landlord or Broker has served a five (5) day material noncompliance notice of failure to pay rent, or pay or quit notice as applicable, Tenant(s) are in default, and Landlord or Broker may terminate this Lease Agreement in accordance with law.

B . Material Noncompliance by Tenant(s) Which Can Be Remedied Within Twenty-One (21) Days. If Tenant(s) commit this type of material noncompliance, Landlord or Broker may serve on Tenant(s) a material noncompliance notice stating that if Tenant(s) do no remedy the specified noncompliance(s) within twenty-one (21) days, if the noncompliance(s) be remediable at all, Landlord or Broker will terminate this Lease Agreement in thirty (30) days.

C . Repeat Violations. If Tenant(s) have been served with a prior written notice which required Tenant(s) to remedy a breach, and Tenant(s) remedied such breach, where Tenant(s) intentionally commit a subsequent breach of a like nature as the prior breach, Landlord or Broker may serve on Tenant(s) a thirty (30) day termination notice. Such notice must make reference to the prior breach of a like nature and state that the Lease Agreement will terminate in thirty (30) days for the reasons stated therein without allowing Tenant(s) an opportunity to remedy such subsequent breach.

D . Non-remediable Violations. If Tenant(s) commit material noncompliance which is not remediable, Landlord or Broker may serve on Tenant(s) a termination notice stating that the Lease Agreement will terminate in thirty (30) days for the reasons stated therein without allowing Tenant(s) an opportunity to remedy such breach. If a breach of Tenant(s)' obligations under the Virginia law, or the Lease Agreement, involves or constitutes a criminal or willful act, which is not remediable and which poses a threat to health or safety, Landlord or Broker may terminate the Lease Agreement immediately by giving of an appropriate written notice.

E . Material Noncompliance by Tenant(s) Which can Be Remedied by Repairs, Cleaning, or Replacement. If Tenant(s) commit a material noncompliance which could be remedied by repair, cleaning or replacement, Landlord or Broker may place Tenant(s) on notice that Landlord or Broker is going to make the repair, cleaning or replacement on a certain date, and that the itemized bill for same will be submitted to Tenant(s) as an obligation and due and payable

within thirty (30) days, or such other time period as Landlord or Broker may specify in a written notice to Tenant(s). If such obligation is not paid in a timely fashion as provided in the written notice to Tenant(s), such obligation becomes due as additional rent payable at the next rent due date.

F. Acceptance of Rent With Reservation. Unless Landlord or Broker accepts the rent with reservation, and gives a written notice to Tenant(s) of such acceptance, acceptance of periodic rental payments with knowledge of a material noncompliance, or default, by tenant(s) constitutes a waiver of the Landlord or Broker's rights to terminate Lease Agreement. If Landlord or Broker has given Tenant(s) written notice that the periodic rental payments have been accepted with reservation, Landlord or Broker may accept full payment of all rental payments, damages and other fees and still be entitled to receive an order of possession terminating the Lease Agreement. Any rental payment received after judgment and possession has been granted to Landlord or Broker against Tenant(s), but prior to eviction, will be accepted with reservation, and will be applied to the judgment amount, including the late charges, applicable costs and attorney's fees, but will not affect the pending eviction pursuant to the order of possession granted by a court of competent jurisdiction. Further, the acceptance of the said amount with reservation in no way creates a new landlord/tenant relationship with Tenant(s).

G. Remedies Available to Landlord or Broker Upon Termination of Lease Agreement. Upon termination of the Lease Agreement, Landlord or Broker may proceed to obtain possession of the Premises by the filing of an unlawful detainer summons in a court of competent jurisdiction, and in addition, seek a money judgment for any physical damages there may be to the Premises. Landlord or Broker may further seek a money judgment for any actual damages sustained as a result of Tenant(s)' default and breach of the Lease Agreement, as provided by Virginia Law. Upon termination of the Lease Agreement, Landlord or Broker may treat the security deposit as provided in other provisions of this Lease Agreement, appropriate addenda hereto, and applicable Virginia law.

XXI. WAIVING OF BREACH NOT GENERAL WAIVER. If Landlord or Broker waives a noncompliance or breach by Tenant(s) with the Lease Agreement, or with the law, such waiver shall not be interpreted as a waiver of any subsequent breach of noncompliance or breach, and this Lease Agreement shall continue in full force and effect.

XXII. SUBORDINATION. Tenant(s) agree that this Lease Agreement is subordinate to the lien of any existing or future deeds of trust or mortgages placed on the Premises, and Tenant(s) agree to execute whatever additional agreements may be required to so subordinate this Lease Agreement. Landlord or Broker reserves the right to assign any of Landlord or Broker's rights under this Lease Agreement at any time.

XXIII. SEVERABILITY. If any provisions of this Lease Agreement are in violation of the law or equity, it is agreed that the remaining provisions are in full force and effect.

XXIV. DISCRIMINATION. Landlord and Broker do not discriminate against Tenant(s) in the provisions of services, or in any other manner, on the basis of race, color, religion, sex, national origin, familial status, elderliness, or handicap.

XXV. REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION. For purposes of this Lease Agreement, if Tenant(s)' noncompliance with the Lease Agreement or the law causes Landlord or Broker to employ an attorney at law, Tenant(s) agree to pay a reasonable attorney's fee, as well as all costs of collection recoverable under Virginia law.

XXVI. RULES AND REGULATIONS. Tenant(s) shall abide by all existing Rules and Regulations of Landlord or Broker, applicable to the Premises, and by such other rules and regulations which may be imposed from time to time by Landlord or Broker. Tenant(s) acknowledge that Tenant(s) have read such existing Rules and Regulations, a copy of which is attached to and made part of this Lease Agreement. Tenant acknowledges that any violation of the Rules and Regulations by Tenant(s) or others on the Premises with the consent of Tenant(s) shall be considered a material noncompliance or breach of this Lease Agreement for which Landlord or Broker shall be entitled to appropriate relief under Virginia law.

XXVII. HOLDOVER TENANT(S). If the vacating date has past due to the termination of the Lease Agreement, or otherwise, and Tenant(s) remain in possession of the Premises, Tenant(s) are liable for the damages sustained by

