

CARRIAGE HOUSE APARTMENT LEASE

****NO DOGS****

This Deed of Lease, made this ____ day of _____, 2019, between Beardsworth Properties LLC, herein called Lessor, and _____, herein called Lessee.

WITNESSETH

THAT IN CONSIDERATION of the premises, rents and covenants herein expressed, Lessor hereby leases to Lessee and Lessee rents from Lessor, upon the terms and conditions herein set forth, that certain property known as Apartment No. A at 1628 Monument Avenue, Richmond, Virginia, for the term commencing at 12 noon, **August 1st, 2019**, and ending at 12 noon **July 31st, 2020**, for the total sum of \$_____ payable as follows: the first installment of \$_____ covering the period **August 1st, 2019**, through **August 31st, 2019**, before occupying the premises and subsequent installments of \$_____ on the first day of each calendar month thereafter without notice, demand or deduction to Agent at 1622 Monument Avenue, Richmond, Virginia, who is authorized by Lessor to manage the property and to act for and on behalf of Lessor for the purposes of service of process and receiving and receipting for notices and demands.

Late Fees And Other Charges

1. If the rental payment is received after the 5th day of the month, a late fee in the amount of 10% of the total monthly rent, or \$50.00, whichever is greater, will be assessed against tenant. Any rental payment received after legal action has been initiated by landlord will be accepted with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted by landlord against tenant to recover delinquent rent and possession of the dwelling unit. Lessee further agrees to pay Agent a handling charge of \$30.00 for each check returned by the bank for insufficient funds or any other reason. In the event Lessee subleases or assigns this Lease with approval of Lessor, Lessee shall pay Agent a fee of \$250.00. Lessee shall also reimburse Lessor for all costs (including, but not limited to, the cost of serving legal notices and attorney's fees) allowed by law incurred in collecting overdue rent.

Security Deposit; Dog Surcharge

2. Lessee has paid or before occupying the premises agrees to pay the sum of \$_____ as security for the faithful performance by Lessee of his obligations hereunder. In the event of any breach or failure of Lessee hereunder, then Lessor shall have the right to use and apply the said security in the manner provided and permitted by law. Within seventy-two (72) hours following termination of the tenancy, Lessor or his Agent shall make a final inspection of the premises. If Lessee has faithfully performed his obligations hereunder, paid all rent and other charges due Lessor, returned all keys and left premises (including all fixtures, facilities and appliances) in the same condition as when premises were occupied except for reasonable wear and tear and normal depreciation, then Lessor shall within thirty (30) days after the termination of tenancy and delivery of possession of the premises return the amount of the security to Lessee with such interest as required by law. If Lessor has made any deductions from security deposit or accrued interest as permitted by law, all of said deductions shall be fully itemized in writing to Lessee within thirty (30) days of termination of tenancy. No part of said security or any accrued interest as required by law shall be applied by Lessee for payment of any part of the rent or other obligations due hereunder and Lessee shall pay rent required each month as though no security were ever made. If the property is sold by Lessor during the term of this Lease or any continuation of such term, Lessee, upon notification of the sale, consents to the transfer of such security deposit, plus any accrued interest required by law, to the purchaser of the property. Prior written approval is required before any dog is allowed and there should be no expectation that any dog will be allowed. An additional security deposit of \$250.00 will be required for any dog that has been approved, as well as a monthly rent surcharge of \$100.00 for each dog. Any dog in excess of one or any dog for which the security deposit or the monthly surcharge has not been paid shall result in forfeiture of the Security Deposit.

**Notice Required
To Terminate**

3. Unless terminated by either Lessee or Lessor by written notice at least 120 days prior to the end of the term as hereinabove set forth, this Lease shall continue thereafter, upon the same terms and conditions and at the same rent, for successive renewal terms of twelve months each until prior to the end of any such renewal term, either of said parties has given the other at least 120 days' written notice to terminate. The Agent is authorized to give or receive such notices for the Lessor.

**Lessor's
Obligations**

4(a). Lessor shall under this Lease provide the following fixtures and appliances: stove and refrigerator.

4(b). Lessor shall, except in case of emergency or events beyond his control, provide Lessee the following utilities: water.

4(c). Lessor shall make all repairs to the premises required by normal wear and tear, fire, the elements or other casualty not caused by the negligence of Lessee, his agents or invitees, and shall comply with the requirements of all applicable building and housing codes materially affecting health and safety.

4(d). Lessor shall keep all common areas in a clean and safe condition.

4(e). Lessor shall provide appropriate receptacles in common areas for the collection, storage and removal of garbage, rubbish and other waste and arrange for the removal of same.

**Lessee's
Obligations**

5(a). Lessee shall use the premises only as a dwelling unit and in such a way so as not to disturb his neighbors or damage their property.

5(b). Lessee shall comply with all obligations primarily imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.

5(c). Lessee shall keep that part of the premises that he occupies and uses, including all plumbing fixtures, facilities and appliances in the dwelling unit, as clean and safe as their condition permits; and shall unstop and keep clear all waste pipes thereon.

5(d). Lessee shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, facilities and appliances in the premises, and Lessee shall be responsible for any damage caused by his failure to comply with this requirement.

5(e). Lessee shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises (including fixtures, facilities and appliances) or permit any person to do so whether known by the Lessee or not, and Lessee shall be responsible for any damage caused by his failure to comply with this requirement. Lessee shall give the Agent prompt notice of any such damage to the premises.

5(f). Lessee shall conduct himself and require other persons on the premises with his consent whether known by the Lessee or not to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.

5(g). Lessee shall, if he installs for his safety new burglary prevention and fire detection devices, provide Lessor with a duplicate of all keys and instructions on how to operate all devices and shall upon termination of tenancy if requested by Lessor, remove all such devices and repair all damages.

5(h). Lessee shall not, except for 5(g) above, make any alterations, additions or improvements without first obtaining Lessor's written consent and such shall, at the option of Lessor, remain with the property or be removed by Lessee and premises returned to original condition at the expense of Lessee.

5(i). Lessee shall protect by insurance or otherwise against injury or damage from whatever cause to his person or property and to the person or property of those on the premises with his consent, and Lessee shall indemnify and hold Lessor harmless from all claims arising from any such injury or damage. (Nothing herein shall be construed to relieve Lessor or any of his liability to Lessee arising under law.)

Rules and Regulations

6(a). Lessee shall abide by all existing rules and regulations and other rules and regulations that may be imposed from time to time by Lessor or Agent. Lessee has read all existing rules and regulations, a copy of which is attached hereto and made a part hereof.

6(b). A violation of the rules and regulations imposed by the Lessor or Agent shall be considered a breach of this Lease for which the Lessor shall be entitled to appropriate relief.

Rental Application

7. The Rental Application submitted by Lessee has been an inducement for Lessor to rent the premises to Lessee. If any material facts in the Rental Application are untrue or if the premises are occupied by anyone other than Lessee and his family as stated in the Rental Application, Lessor shall have the right to terminate this Lease, to hold Lessee liable for any damage to the premises, to avail himself of all rights and remedies to which he may be entitled either at law or in equity, and to recover reasonable attorney's fees and costs as allowed by law.

Subleasing

8. Lessee shall not assign this Lease nor sublease the premises or any part thereof without the written consent of Lessor, which consent may be subject to whatever reasonable conditions Lessor may choose to impose. Any sublease approved by Lessor shall not in any way relieve Lessee from the obligations contained in this agreement.

Delivery of Possession

9(a). In the event that Lessor is unable to deliver possession of the premises at the commencement of the tenancy, then Lessor agrees to use whatever efforts are in its determination reasonable to secure possession of the premises for Lessee, including the recovery of possession as against a former occupant wrongfully holding over, but in no event, except for the willful and deliberate conduct of Lessor, shall Lessor be liable to Lessee for any delay in possession. Notwithstanding the provisions of the foregoing sentence, Lessee shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this Lease until the premises are available for occupancy by Lessee.

- New Construction** 9(b). Notwithstanding the provisions of 9(a) above, if this Lease Agreement is made prior to the construction or completion of the apartment or other dwelling unit constituting the premises and the same shall not be ready for occupancy on the commencement date specified herein, then in those events, the said commencement date shall be construed to mean the date as of which the premises are ready for occupancy and Lessor has notified Lessee thereof. In that event, the first rental payment shall be prorated from the date that premises are ready for occupancy and Lessee has previously been notified thereof. A change in occupancy date shall not change the termination date of this agreement as set forth herein.
- Special Termination** 9(c). If under either (a) or (b) above, the premises are not available for occupancy by Lessee within 10 days after the commencement of the term hereof, then either Lessor or Lessee may terminate this Lease without further responsibility of one to the other upon five (5) days' written notice to the other.
- Record of Condition** 10. Lessor shall within five (5) days of Lessee's taking occupancy submit Lessee a statement of condition of the premises itemizing any damages existing. This record shall be deemed to be correct unless Lessee objects in writing within five (5) days after receipt thereof.
- Storerooms, Laundry Room Or Equipment** 11. Lessee understands and agrees that all storerooms, storage areas or laundry rooms or laundry equipment which may be provided are for the benefit and accommodation of Lessee and any articles of property placed or stored therein shall be at Lessee's sole risk and Lessor undertakes in no respect to provide or protect against the loss or damage to any property placed or stored therein.
- Lessor's Right to Assign** 12. This Lease shall be subordinate to the lien of existing and future mortgages placed on the premises, and Lessee agrees to execute whatever additional agreements are required to so subordinate this Lease. Lessor shall have the right to assign any of his rights under this agreement at any time.
- Eminent Domain** 13. Lessor shall have the right to terminate this lease if the premises, or any part thereof, are condemned or sold in lieu of condemnation.
- Sale of Property** 14. Notwithstanding any other provision of this Lease, Lessor shall have the right to terminate this Lease upon 30 days notice of the premises, or any part thereof, are sold or contracted for sale.
- Access by Lessor or Designated Representative** 15. Upon reasonable notice to Lessee and at reasonable times, Lessor, Agent and their duly designated representative may enter the premises in order to (a) inspect the property, (b) make the necessary or agreed repairs, decorations, alterations or improvements, (c) supply necessary or agreed services, (d) exhibit the property to prospective or actual purchasers, mortgagees, workmen or contractors, (e) place "for sale" signs on the property and (f) after notice of termination of this Lease by either party, place "for rent" signs on the property and exhibit to prospective or actual Lessees. In case of an emergency, Lessor, Agent or their designated representative may enter the dwelling unit without consent of Lessee. During the last ten (10) days of this Lease or any renewal period, if the premises have been vacated, Lessor or Agent shall have access to the premises in order to make repairs or decorate for an incoming tenant.

Default

16. If Lessee violates any of the provisions of this Lease or any of the rules and regulations imposed by Lessor or the Agent, or if any bankruptcy or insolvency proceedings are filed by or against Lessee (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Lessor shall be entitled to avail himself of all rights and remedies to which he may be entitled, either at law or in the equity (including, but not limited to, the right to terminate this Lease and recover possession) and Lessor shall be also entitled to recover reasonable attorney's fees and costs as allowed by law. Lessor's waiver of one default by Lessee shall not be considered to be a waiver of any subsequent default. Lessee waives the benefit of any exemption under the homestead, bankruptcy, and other insolvency law as to his obligations in this Lease.

Statutes

17. The rights and responsibilities of the persons signing this Lease are governed by the Virginia Residential Landlord and Tenant Act (Chapter 13.2, Title 55 of the Code of Virginia), and to the extent any provision of this Lease is in conflict with the Virginia Residential Landlord and Tenant Act, the provisions of the Act will control.

THIS AGREEMENT is the entire agreement between the parties, and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants, conditions and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Lessees signing this Agreement shall be jointly and severally liable. Wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

WITNESS the following signatures:

<i>Sign</i> _____, Lessee	<i>Date</i>	<i>Sign</i> _____ Lessor John J. Beardsworth, Jr. For Beardsworth Properties LLC	<i>Date</i>
S.S. # ____ - ____ - ____			
Cell # () ____ - ____			
Email: _____@_____			

<i>Sign</i> _____, Lessee	<i>Date</i>
S.S. # ____ - ____ - ____	
Cell # () ____ - ____	
Email: _____@_____	

<i>Sign</i> _____, Lessee	<i>Date</i>	<i>Sign</i> _____, Lessee	<i>Date</i>
S.S. # ____ - ____ - ____		S.S. # ____ - ____ - ____	
Cell # () ____ - ____		Cell # () ____ - ____	
Email: _____@_____		Email: _____@_____	

GUARANTY

At the request of the Lessee and as an inducement of the Lessor to enter into the above Deed of Lease, the undersigned hereby severally guarantee that the Lessee that is the child of Guarantor shall make the portion of the total payment attributable to their respective child and shall perform all obligations required under the provisions of said Deed of Lease. In the event Lessee shall not make all payments as required or perform all obligations as set forth in the Deed of Lease, then we hold ourselves bound and primarily liable with or without notice of the Lessee's default for such payments and other obligations of the Lessee and we jointly and severally promise to pay the same upon demand whether or not the Lessor has exhausted his remedies against the Lessee.

Signing for tenant:

Signing for tenant:

Print Name

Print Name

Sign

Sign

Social Security Number

Social Security Number

Address

Address

Address Continued

Address Continued

Phone Number

Phone Number

Email

Email

GUARANTY

At the request of the Lessee and as an inducement of the Lessor to enter into the above Deed of Lease, the undersigned hereby severally guarantee that the Lessee that is the child of Guarantor shall make the portion of the total payment attributable to their respective child and shall perform all obligations required under the provisions of said Deed of Lease. In the event Lessee shall not make all payments as required or perform all obligations as set forth in the Deed of Lease, then we hold ourselves bound and primarily liable with or without notice of the Lessee's default for such payments and other obligations of the Lessee and we jointly and severally promise to pay the same upon demand whether or not the Lessor has exhausted his remedies against the Lessee.

Signing for tenant:

Signing for tenant:

Print Name

Print Name

Sign

Sign

Social Security Number

Social Security Number

Address

Address

Address Continued

Address Continued

Phone Number

Phone Number

Email

Email

Deposit Accounting

In Office Use Only

Tenant #1

Amount Paid: \$ _____

Date Paid: _____

Paid by: _____

First Month's Rent Paid at Time of Deposit: **Yes/No**

Forwarding Address: _____

Deposit Deductions: _____

Tenant #2

Amount Paid: \$ _____

Date Paid: _____

Paid by: _____

First Month's Rent Paid at Time of Deposit: **Yes/No**

Forwarding Address: _____

Deposit Deductions: _____

Tenant #3

Amount Paid: \$ _____

Date Paid: _____

Paid by: _____

First Month's Rent Paid at Time of Deposit: **Yes/No**

Forwarding Address: _____

Deposit Deductions: _____

Tenant #4

Amount Paid: \$ _____

Date Paid: _____

Paid by: _____

First Month's Rent Paid at Time of Deposit: **Yes/No**

Forwarding Address: _____

Deposit Deductions: _____