

VIRGINIA LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the ____ day of _____, 20____, by and between:

LANDLORD:

(hereinafter referred to as "Landlord"), with a mailing address of:

AND

TENANT(S):

(hereinafter referred to as "Tenant").

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the real property and improvements located at the following address (hereinafter referred to as the "Premises"):

City of _____, State of Virginia, Zip Code _____ .

II. TERM

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** The term shall begin on the ____ day of _____, 20____ and end on the ____ day of _____, 20____. Upon expiration, this Agreement shall:

☐ Terminate.

☐ Convert to a month-to-month tenancy.

☐ **MONTH-TO-MONTH:** The term shall begin on the ____ day of _____, 20____ and continue on a month-to-month basis until terminated by either party with at least thirty (30) days' written notice.

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ _____ per month.

The rent shall be due on the _____ day of each month.

Rent shall be paid by the following method(s):

Payment shall be sent to the following address:

IV. LATE CHARGES AND RETURNED CHECKS

Late Fee: If rent is not paid by the _____ day of the month, Tenant shall pay a late fee of \$ _____.

Note: Pursuant to Virginia Code § 55.1-1204(E), the late fee shall not exceed 10% of the periodic rent or 10% of the remaining balance due and owed by the Tenant, whichever is less.

Returned Checks: For each check returned to the Landlord for insufficient funds, the Tenant shall pay a fee of \$50.00 or the face value of the check, whichever is less, plus any bank fees incurred by the

Landlord, pursuant to Virginia Code § 8.01-27.1.

V. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ _____ (not to exceed two months' rent pursuant to Virginia Code § 55.1-1226) as a Security Deposit.

The Landlord shall hold the Security Deposit for the faithful performance of the Tenant's obligations. The Security Deposit shall be returned to the Tenant within forty-five (45) days after the termination of the tenancy and delivery of possession, less any deductions for unpaid rent, damages beyond normal wear and tear, or other charges provided in this Agreement, along with a written itemization of any deductions.

VI. UTILITIES AND SERVICES

The parties agree that utilities and services shall be the responsibility of the following parties:

- ☐ Landlord ☐ Tenant - Electricity
- ☐ Landlord ☐ Tenant - Gas/Heating Oil
- ☐ Landlord ☐ Tenant - Water/Sewer
- ☐ Landlord ☐ Tenant - Trash Collection
- ☐ Landlord ☐ Tenant - Cable/Internet
- ☐ Landlord ☐ Tenant - Lawn Care
- ☐ Landlord ☐ Tenant - Snow Removal
- ☐ Landlord ☐ Tenant - Other: _____

VII. OCCUPANTS

The Premises shall be occupied only by the Tenant and the following individuals:

VIII. PETS

(Check one):

☐ **NO PETS:** No pets or animals of any kind are allowed on the Premises.

☐ **PETS ALLOWED:** The Tenant is permitted to keep the following pet(s) on the Premises:

Description of Pet(s):

The Tenant agrees to pay a non-refundable pet fee of \$ _____ and/or an additional pet deposit of \$ _____ .

IX. MOVE-IN INSPECTION

Pursuant to Virginia Code § 55.1-1214, the Landlord shall, within five (5) days after occupancy of the Premises by the Tenant, submit a written report to the Tenant itemizing damages to the Premises existing at the time of occupancy. The Tenant shall have five (5) days from the receipt of the report to object to the accuracy of the report.

X. MAINTENANCE AND REPAIRS

Landlord's Obligations: Pursuant to Virginia Code § 55.1-1220, the Landlord shall comply with applicable building and housing codes materially affecting health and safety; make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition; and maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances.

Tenant's Obligations: The Tenant shall keep that part of the Premises that he occupies and uses as clean and safe as the condition of the Premises permit; remove from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner; keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits; and use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances.

XI. RIGHT OF ENTRY

Pursuant to Virginia Code § 55.1-1229, the Landlord may enter the Premises to inspect the premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply necessary or agreed-upon services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

The Landlord shall give the Tenant at least twenty-four (24) hours' notice prior to entry, unless it is impractical to do so, or in cases of emergency.

XII. REQUIRED VIRGINIA DISCLOSURES

1. Authorized Agent (Va. Code § 55.1-1216)

The name and address of the owner or the person authorized to manage the Premises and receive service of process and notices is:

Name: _____

Address: _____

2. Lead-Based Paint Disclosure

(Check one):

☐ The Premises was built prior to 1978. The Landlord has provided the Tenant with a Lead-Based Paint Disclosure and the EPA pamphlet "Protect Your Family From Lead in Your Home."

☐ The Premises was built in 1978 or later.

3. Defective Drywall (Va. Code § 55.1-1218)

The Landlord represents that they (check one):

☐ Have actual knowledge that the Premises contains defective drywall.

☐ Do NOT have actual knowledge that the Premises contains defective drywall.

4. Military Air Installation (Va. Code § 55.1-1217)

The Premises (check one):

☐ Is located in a noise zone or accident potential zone of a military air installation.

☐ Is NOT located in a noise zone or accident potential zone.

5. Mold Disclosure (Va. Code § 55.1-1215)

The Landlord discloses that there is (check one):

- ☐ Visible evidence of mold in the dwelling unit.
- ☐ NO visible evidence of mold in the dwelling unit.

6. Statement of Tenant Rights and Responsibilities (Va. Code § 55.1-1204)

The Tenant acknowledges receipt of the "Statement of Tenant Rights and Responsibilities" form as drafted by the Virginia Department of Housing and Community Development.

XIII. DEFAULT

If the Tenant fails to pay rent when due, and such default continues for five (5) days after delivery of written notice by the Landlord requiring payment of the rent or possession of the Premises, the Landlord may terminate this Agreement. If the Tenant breaches any other provision of this Agreement, the Landlord may deliver a written notice specifying the acts and omissions constituting the breach and that the Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied in twenty-one (21) days.

XIV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, specifically the Virginia Residential Landlord and Tenant Act (VRLTA).

XV. ADDITIONAL TERMS AND CONDITIONS

The following additional terms apply to this Agreement:

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior

understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

XVII. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

LANDLORD

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

TENANT

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

TENANT (Second Tenant, if applicable)

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

NOTARY ACKNOWLEDGMENT

Commonwealth of Virginia
City/County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
_____ (Name of Landlord) and _____ (Name of Tenant(s)).

Notary Public Signature

Printed Name of Notary Public

My Commission Expires: _____ day of _____, 20____

Registration Number: _____

(Seal)