

RESIDENT

This is a legally binding contract. If not understood, you may wish to seek competent advice.

THIS LEASE AGREEMENT is made this _____ day of _____, between WADE APARTMENTS, hereinafter called "Landlord", and _____, collectively, called "Resident(s)".

PROPERTY DESCRIPTION

WITNESSETH:

That in consideration of the rent reserved and covenants below, the Landlord leases and demises to the Resident(s) the property known as:

TERM

_____ (hereinafter called "the premises", a ____ bedroom apartment with occupancy of ____ maximum resident(s), for the term commencing at noon, 12:00 p.m., on _____ and ending at noon, 12:00 p.m., on _____.

RENT FOR TERM

The Resident(s) agrees and covenants to pay as rent during the lease term the amount of \$_____ payable to Wade Apartments LLC, at 1025 Wertland Street, Charlottesville, VA 22903, in equal monthly installments of \$_____. The rent is due on the 1st of each month. The prorated amount of \$_____ is due on the first day of the term of this lease. The prorated amount of \$_____ is due on the first day of the last month of this lease term. **ONLY ONE CHECK PER APARTMENT WILL BE ACCEPTED. Checks and money orders are acceptable forms of payment. No cash, wire transfers or credit card payments will be accepted.**

MONTHLY PAYMENTS

UTILITIES

The Landlord agrees to furnish the following utilities and the Resident(s) agrees to pay the Landlord monthly in the amount listed below for the following utilities, by the amount indicated:

Trash	\$_____	
Internet	\$_____	
Water/Sewage	\$_____	
*Gas	\$_____	Cooking and/or Hot Water Heater
Electricity	\$_____	
Total Monthly Utility Fee	\$_____	

*For residents at 10 University Circle, 512 Brandon Avenue and 68 University Way, the gas charge noted above is for heating the water only and it is understood that these residents will be responsible for connecting and furnishing their own cooking gas.

The utility costs indicated above are due and payable to Wade Apartments on the first day of the term of the lease and by the 1st of each subsequent month. If the Resident(s) fails to pay by FIFTH (5th) day of the month, a \$5.00 late fee will be assessed. If the resident is billed monthly for utilities, the costs are due and payable within 15 days of the receipt of the bill.

	<p>In the event that the Landlord has actual water and/or gas cost(s) for the duration of the lease term for the Premises that exceeds more than five percent (5%), the Resident(s) agrees to pay the Landlord the amount of the increase in full.</p> <p>If electricity, gas and/or water are the responsibility of the Resident(s), the Resident(s) hereby agrees to continue these utilities for seven (7) days after the last day of the term of this lease to allow for any needed cleaning or repairs. If the Resident does not continue the utilities as stated above, a \$45.00 reconnection fee per utility is assessed, and will be billed to the Resident.</p>
<p>FAILURE TO VIEW PROPERTY BY RESIDENT</p>	<p>The Resident(s) acknowledges that they have been offered an opportunity to view the Property prior to execution of this lease (does not apply to new construction). Failure to view the property prior to executing the lease does not allow Resident(s) to terminate the Lease or relieve the Resident(s) of the obligations contained herein.</p>
<p>RESIDENT HANDBOOK</p>	<p>Prior to move in Resident(s) will receive the current Resident Handbook which contains the rules and regulations for all of our properties including the premises. Wade Apartments reserves the right to amend the Resident Handbook and/or adopt additional rules and regulations for our properties at any time. Landlord and Resident(s) hereby agree that the Resident Handbook, as amended from time to time, is hereby incorporated into the terms of this lease.</p>
<p>APPLIANCES</p>	<p>The Landlord agrees to furnish the following appliances, if any:</p> <p><u>EQUIPMENT</u> <input type="checkbox"/> Stove <input type="checkbox"/> Refrigerator <input type="checkbox"/> Dishwasher <input type="checkbox"/> Microwave <input type="checkbox"/> W/D</p>
<p>PARKING</p>	<p>The Landlord furnishes _____ off-street parking space(s) with this apartment. All off-street parking is by permit only. In the event you are provided with a permit for off-street parking, only lots with numbered, assigned spaces are considered reserved. All other spaces are on a first come first served basis for permit holders only. No guest parking is permitted unless you have been issued a guest permit. Please see the Resident Handbook outlining our parking procedures.</p>
<p>SECURITY DEPOSIT</p>	<p>A security deposit in the amount of \$_____ shall be paid by the Resident(s) within thirty days (30) of signing this lease or at move-in (whichever comes first). The Landlord will hold this deposit during the term of this lease as a security deposit and to insure the adherence by the Resident(s) of all the terms of this lease. At the end of this lease term, the Landlord reserves the right to make all repairs to the premises, including, but not limited to cleaning, removing trash, and painting, as necessitated by the Resident's occupancy of the premises, and to make appropriate charges against the deposit.</p> <p>After deduction for these repairs, accrued rent, charges for late payment of rent as set forth below, and an administrative fee listed below, the Landlord will return any remaining balances, plus and accrued interest as may be required by law, together with an itemized statement of the damages to the premises to the designated Contact Person, within forty five (45) days following the end of this lease term. If there is a balance due, all responsible parties will receive an itemization detailing the outstanding charges. Any outstanding balances are due within 30 days. If the Lease is renewed by any Resident on or added to this Lease, the security deposit shall be retained by Wade Apartments and applied to such Lease renewal. THE RESIDENT (S) SHALL NOT USE ANY PART OF THIS SECURITY DEPOSIT AS PAYMENT OF ANY RENT DUE UNDER THIS LEASE.</p>

ADMINISTRATIVE FEE	An administrative fee in the amount of \$100.00 will be deducted from your security deposit amount for lease processing.
COST OF REPAIRS	If Landlord must make such repairs to the premises upon termination of this lease, the deductions from the security deposit shall equal \$45.00 per hour per person for labor plus materials with a prorated overhead of 25% of the cost of materials. A minimum charge of one-hour for labor shall be assessed on all repair charges during regular business hours. After regular business hours, labor shall be at a cost of \$68.00 per hour per person and on Sundays, labor shall be at a cost of \$90.00 per hour per person. If a sub-contractor of the Landlord makes such repairs and/or cleaning to the premises, the charge will be the amount invoiced, plus 25% overhead. If Landlord must make repairs to the premises during the term of this lease due to negligence, abuse, or willful misconduct by the Resident(s) or Resident's guest, the cost of the repairs will be billed at the aforementioned rates to the designated Contact Person at their address. The Resident(s) has the right to be present at the inspection of the premises at the end of this lease term. If the Resident(s) desires to be present, he shall advise the Landlord in writing within seven (7) days either after the Landlord requests the Resident(s) to vacate, or after the Resident(s) notifies the Landlord of his intent to vacate the premises or prior to the termination of this lease. The Landlord shall notify the Resident(s) of the time and date of the inspection and this inspection must be made before the termination of occupancy.
INSPECTION UPON TERMINATION	
MOVE - OUT PROVISIONS	It is agreed that the Resident(s) will professionally shampoo all carpets and comply with all Move-Out provisions set forth in the Resident Handbook as amended from time to time. If the Resident(s) fails to comply with the Move-Out provisions outlined in the lease or Resident Handbook and the apartment requires additional work to restore it to the condition in which the Resident(s) originally received the apartment, the Resident(s) will be charged a mobilization fee of \$100.00 and any additional fees in accordance with the terms set forth in the lease or Resident Handbook.
RIGHTS OF OCCUPANCY	The Landlord agrees that the Resident(s) shall have, so long as he adheres to all conditions and agreements set forth in this lease, the right to occupy the premises free from any and all rights and demands of the Landlord except as herein specifically provided.
PEST CONTROL	Furthermore, the Landlord covenants to furnish exterminator service on the _____ Monday of each month. This service does not include flea treatments, bed bug treatments or any other required treatment due to the negligence, abuse, or willful misconduct by the Resident(s) or Resident's guest. Any costs associated with pest removal will be billed to the Resident(s). Resident(s) agrees to promptly notify the Landlord of any pest issues. Resident(s) agree not to engage in any practice that encourages or results in the infestation of the premises by pests, insects, rats, roaches, ants, lice, fleas, bed bugs, vermin or any other pests.
USE OF PREMISES	The Resident(s) agrees: (A) to pay the rent when due; (B) to not use the premises in any manner other than as a residence unless prior written consent of the Landlord is obtained; (C) that no more than _____ person(s) shall occupy the premises; (D) that no painting shall be done; (E) that no changes shall be made to the premises' partitions, fixtures, locks or appliances; (F) that no signs, wires, television or radio antennas, or other materials shall be attached to the premises; (G) that the Resident(s) shall bear the cost of unclogging waste pipes due to, but not limited to, intentional or negligent conduct of the Resident(s), his/her invitees or guests (The Landlord will charge the aforementioned hourly rates, one hour minimum, if he or
NO PAINTING/ ALTERATIONS SIGNS, ETC.	
CLOGGED PIPES	

<p>WEAR & TEAR</p>	<p>his employees perform this work); (H) that the premises, furniture and other property, if any, shall be returned at the end of this lease term in the same condition as which it was received by the Resident(s), less reasonable wear and tear; (I) that the Resident(s) will comply with the Move-Out Provisions stated in the Resident Handbook, when vacating the premises; (J) to the pet policy set forth in the Resident Handbook and that _____ pet(s) shall be kept in or about the premises and if pets are not allowed and they are found, a \$100.00 fee will be charged per pet and the pet will be removed immediately. No dogs are permitted on any property. In addition, Landlord shall have the right to have the premises treated for fleas at Resident's expense; (K) that nothing shall be done by the Resident(s) or his invitees and guests, which, in the reasonable judgment of the Landlord, shall affect the use and enjoyment of other rental units or the good name and reputation of the rental complex; (L) that all reasonable rules and regulations made by the Landlord regarding the use of the premises and common areas and the general conduct of the rental complex shall be observed; (M) that no water beds and no contained water sources such as hot tubs, pools or fountains shall be used on the premises; (N) that no grills of any type shall be used or stored on the property; (O) that the premises will be maintained in a reasonably neat sanitary condition; (P) that the Resident(s) nor his invitees and guests shall be allowed on the roof of any WADE</p>
<p>PETS</p>	<p>APARTMENTS property; (Q) that the basement bedrooms and rooms are not considered watertight and may, on occasion, take on water during heavy rains.</p>
<p>CONDUCT</p>	<p>Resident(s) is required to notify Landlord when Resident(s) will be absent from the apartment in excess of 7 days as provided under applicable Virginia law. Vacant or apparent abandonment of the premises (whether or not the keys are returned and accepted by the Landlord) shall give Landlord the right to possession, the option to terminate this Lease, to remove any remaining personal effects therein and dispose of the same in a manner within his sole discretion in accordance with applicable Virginia law.</p>
<p>WATER BEDS/ GRILLS</p>	<p>Except for injuries or damages caused by the Landlord's negligence or failure to perform its obligations under this lease, the Resident(s) releases the Landlord from liability arising in any manner and resulting in the destruction of, or damage to, any personal property belonging to the Resident(s), invitees, licensees or guest, located on the Landlord's property.</p>
<p>APARTMENT CONDITION</p>	<p>The Resident(s) also agrees to hold the Landlord harmless from liability resulting from such loss or damage.</p>
<p>WATER LEAKS</p>	<p>It is further understood and agreed that the Landlord shall have the right to inspect the premises at reasonable times and to make repairs, and other work, thereto, necessary or convenient for proper maintenance of the premises and other parts of the building; and that the premises may, during normal business hours, be shown to prospective Residents.</p>
<p>ABANDONMENT</p>	<p>The Resident(s) shall remove no furniture or other property belonging to the Landlord without prior written consent of the Landlord.</p>
<p>LIMITATION OF LANDLORD'S LIABILITY</p>	<p>The Landlord may deem any of the following circumstances as a default and a breach of this lease by the Resident(s): (a) failure to pay rent within five (5) days after written notice of the Landlord's intention to terminate his lease, in the event of non-payment, is mailed or hand delivered to the Resident(s); (b) any material failure by the Resident(s) to perform any other covenant, condition, or provision of the lease; (c) the Resident's denial of any of the Landlord's rights reserved under this lease; (d) any abandonment, desertion, or vacation of the premises by the Resident(s), (e) any use of the premises by the Resident(s) in violation of any</p>
<p>LANDLORD HELD HARMLESS</p>	<p></p>
<p>INSPECTION</p>	<p></p>
<p>SHOWING THE PROPERTY</p>	<p></p>
<p>FURNITURE</p>	<p></p>
<p>DEFAULT</p>	<p></p>

<p>LATE CHARGES</p>	<p>federal, state or local law (f) any misrepresentation made by the Resident(s) on the rental application or this lease, (g) the Resident(s) commit a criminal or a willful act, which is not remediable and which, in Landlord's sole opinion, poses a threat to health or safety.</p> <p>If the Resident(s) fails to pay rent by the FIFTH (5th) day of the month, the Resident(s) agrees to pay the Landlord a late charge on the sixth day of the month of \$75, plus interest on the unpaid balance at an annual percentage rate of 18%. For the Resident(s) convenience, there is a mail slot available at the Landlord's office, where Resident(s) may drop rent checks anytime after hours, on weekends, or holidays. Late charges shall also be incurred if the Landlord does not receive payment on time because of the Resident's check being returned to the Landlord for any reason. ONLY A CASHIER'S CHECK OR MONEY ORDER WILL BE ACCEPTED FOR A CHECK BEING RETURNED FOR ANY REASON.</p>
<p>LANDLORD'S REMEDIES ON RESIDENT'S DEFAULT</p>	<p>In the event of default by the Resident(s), the Landlord may give written notice of such notice to the Resident(s) terminating this lease in accordance with Virginia Code Sections 55-248.31, et. seq. and Resident's right to occupy the premises shall terminate on the date set forth in such notice. In addition, the Resident(s) shall be liable to the Landlord for all remedies provided by law, including, but not limited to, the following: (a) all installments of rent and other charges for the remainder of this lease term subject to a credit of the net amount of rent the Landlord may receive if he should rent the premises to a third party; (b) all expenses incurred by the Landlord in re-renting the premises, including, but not limited to, advertising, cleaning, repairing, and redecorating expenses, and the Landlord's cost and expenses of enforcing this lease or collecting unpaid rent or other charges under this lease, including but not limited to, reasonable attorneys' fees.</p>
<p>RIGHTS OF RESIDENT UPON DEFAULT</p>	<p>In the event of default by the Landlord, in addition to the Resident's other rights, the Landlord shall be liable to the Resident(s) for the Resident's cost and expenses of enforcing this lease, including, but not limited to, reasonable attorneys' fees.</p>
<p>VENUE</p>	<p>The parties agree that the exclusive venue for resolution of any and all disputes arising under this lease shall be in the courts of the City of Charlottesville and the County of Albemarle, Virginia.</p>
<p>BAD CHECKS</p>	<p>The Resident(s) further agrees to pay the Landlord \$50.00 for any of the Resident's checks that are returned to the Landlord for any reason; in addition to the mandated late fee as described above (if applicable). Should the Landlord receive two returned checks during the lease term, all rental payments from that point onward, must be made with a cashier's check or money order.</p>
<p>SUBLEASE AND ASSIGNMENT</p>	<p>The Resident(s) shall not enter into any sublease agreement without obtaining prior written consent of the Landlord, which shall not be unreasonably withheld. The Landlord, however, reserves the right to qualify any prospective sublessee(s). In the event of a sublease, the Landlord will <u>not</u> be responsible for cleaning or painting the premises prior to occupancy by a sublessee(s).</p> <p>It is agreed between the Resident(s) and the Landlord that any sublessee(s) be approved by the Landlord and executed by the Resident(s), Landlord, and sublessee(s), and that both the Resident(s) and the sublessee(s) shall remain jointly and severally liable for the adherence of the conditions and agreements herein contained including the payment of the monthly rental fee, and agree to the following:</p>

**CONTACT
PERSON**

- a. The subletting party must complete an application and be approved by the Landlord.
- b. Both the original Resident(s) and the subletting party must sign the Landlord's sublet agreement.
- c. The Resident(s) understands that he remains responsible in conjunction with the sublessee(s) under the terms of this lease. Any violation of this lease will be looked upon as the joint responsibility of both the Resident(s) and the sublessee(s).
- d. A fee will be assessed when the Resident(s) secures an appropriate sub-tenant.
- e. The Security Deposit of the Resident(s) will be returned at the end of this lease in accordance with the terms of this lease.

To simplify communication between the Landlord and the Resident(s) when more than one individual occupies an apartment, a Contact Person will be designated. All written communication with the Resident(s), including all notices will be directed to the Contact Person. The Contact Person will bear the responsibility of communicating with the group as a whole. Any written communication, which is required or permitted to be given in accordance with this lease, may be mailed to the following address respectively:

Landlord: Wade Apartments Phone: (434) 293-9147
 1025 Wertland Street Fax: (434) 295-9551
 Charlottesville, VA 22903
 Email: wadeapts@wadeapartments.com

Resident: _____
 Designated Contact Person
 Phone # _____

**SPECIAL
NOTES**

**FINAL
AGREEMENT**

This lease, along with any and all lease addendums, lead-based paint disclosures and new construction addendums, contains the entire and final agreement of the parties. All modifications of this lease shall be made in writing and signed by the Landlord and the Resident(s); no oral modifications shall have any effect whatsoever.

WITNESS the following signature(s) and seals.

_____(SEAL) _____(SEAL)
RESIDENT RESIDENT

_____(SEAL) _____(SEAL)
RESIDENT RESIDENT

_____(SEAL) _____(SEAL)
RESIDENT RESIDENT

By: _____(SEAL)
WADE APARTMENTS, LLC
 Its authorized agent