**Christopher and Charlotte Stankus**

**3612 West Neck Road Virginia Beach, Virginia 23456**

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this 29th day of November 2016, by and between Christopher J. and Charlotte Stankus, (hereinafter referred to as "Landlord") and CURRENT TENANT AND CURRET TENANT (hereinafter referred to as "Tenant").

**W I T N E S S E T H :**

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in Virginia Beach, Virginia 23454, such real property having a street address of ADDRESS OF PROPERTY (hereinafter referred to as the "Premises") and more particular described as follows: a 3 bedroom condo with refrigerator and stove.

**WHEREAS**, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

1. **TERM**. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of One (1) Year, such term beginning on October 1, 2016 and ending at 12 o'clock midnight on September 30, 2017.
2. **RENT**. The total rent for the term hereof is the sum of Twelve Thousand Dollars ($12,000) payable on the first day of each month of the term, in equal installments of One Thousand Dollars ($1000) first installment to be paid by December1, 2016, the second installment to be paid on January 1, 2017. All payments shall be made to Landlord at Landlord’s address as set forth in the preamble to this Agreement on or before the due date and without demand. When depositing into Landlord’s bank account or transfer please text a copy of the receipt.
3. **DAMAGE DEPOSIT**. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of One Thousand Dollars ($1000) as the Damage Deposit. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement. The Tenant may not use the Security Deposit as payment for rent.
4. **LATE CHARGE**. In the event that any payment required to be paid by Tenant hereunder is not made within five (5) days when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of One Hundred Dollars ($100). If full payment including late fee is not received by the twelfth (12th) of the calendar month due a filing/processing fee is Forty Dollars ($40) for total fees on the 12th of said month of One Hundred Forty Dollars ($140).
5. **ANIMALS**. Tenant shall be entitled to keep no more than --NONE-- domestic dogs, cats, birds, spiders, insects, rodents, snakes or reptiles, or fish tanks or any other animal. A penalty of One hundred dollars ($100) shall be assessed immediately for violation of additional animals. This penalty of Two Hundred Dollars ($200) shall be added to all rents and fees due the 1st day of next consecutive month if not paid immediately and the rules governing late fess shall apply.
6. **USE OF PREMISES**. The Premises shall be used and occupied by Tenant consisting of two adults and three exclusively, as a private dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
7. **CONDITION OF PREMISES**. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. Any items needing repair must be made in writing and mailed to the Landlord within 15 days of occupancy. Landlord is not responsible for repairs for damages or breakage of items by Tenant.
8. **ASSIGNMENT AND SUB-LETTING**. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
9. **ALTERATIONS AND IMPROVEMENTS**. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
10. **NON-DELIVERY OF POSSESSION**. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
11. **HAZARDOUS MATERIALS**. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
12. **UTILITIES**.
    1. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises including but not limited to the Gas, Electric, Storm Water Tax and Mailbox fees. Tenant agrees to pay Seventy Dollars per month ($70) for water and sewage to the Landlord.
    2. Power and water bills must be maintained by Tenant for the duration of lease. If utilities are turned off Landlord, after notifying Tenant, reserves the right to find the Tenant in Default detailed in Paragraph 22 and evict tenant.
13. **MAINTENANCE AND REPAIR; RULES**. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Violations of the foregoing incur a penalty of One hundred dollars ($100) per incident. This penalty of One hundred dollars ($100) shall be added to all rents and fees due the 1st day of next consecutive month if not paid immediately and the rules governing late fess shall apply. Landlord reserves the right to inspect property with notice to determine violations. Without limiting the generality of the foregoing, Tenant shall:
    1. Not obstruct driveways, sidewalks, entry ways, stairs and/or halls, which shall be used for purposes of ingress & egress
    2. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair
    3. Not obstruct or cover the windows or doors excluding curtains and blinds
    4. Not leave windows or doors in an open position during any inclement weather
    5. Not hang laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space
    6. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord. In the event of change or adding locks Tenant shall provide Landlord with original, not duplicate, keys within 48 hours to new locks
    7. Keep all air conditioning filters clean and free from dirt
    8. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant
    9. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents
    10. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents
    11. Maintain said property including the carpet, toilets, lighting fixtures and screens as enforced by the City of Residence
    12. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them
    13. Tenant shall not paint interior or exterior dark or unusual (ex: pink, orange, purple, red) colors without written consent of Landlord. Tenant can paint neutral colors at own expense (ex: white, off white, light brown, blue, yellow, or tan)
    14. Vehicles may not be worked on/repaired on premises if such repairs take longer than one (1) day. If vehicles are not removed in a timely manner, Landlord has the option of towing or removing vehicles at Tenants expense
    15. Tenant shall maintain a clean environment. Clothes to be picked up off the floor, dishes not stacked in sink, garbage removed and floors swept and/or mopped. Bugs and pest removal are to be at the sole cost of the Tenant. A general appearance of cleanliness is required
    16. Keep grass cut, weed whack where needed and maintain garden and/or grassy areas. If detailed in provisions
    17. Tenant shall have no possessions on the common grounds of this property. All property is limited to the apartment unit itself. No grills, tables or chairs, or other possessions are to be located on the front porch, driveway, sheds, utility rooms, hallways or walkways or any common area
    18. Items broken by Tenant are not fixed by Landlord. This included windows, window panes, door handles, dead bolts, screens, lightbulbs, ceiling fans, dripping faucets, broken door or windows, clogged toilets, tubs and sinks,
    19. Other times that Landlord is not responsible to fix or repair:
    20. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
        1. The garbage can needs to be at the curb for pickup on your assigned day; which is Thursday.
        2. Each garbage can is marked with the number of your apartment.
        3. The garbage can may be at the curb on Wednesday evening
        4. The garbage can needs to be removed from the curb and onto the property in the designated area Thursday evening.
        5. I will impose a $50 fine per incident.
14. **DAMAGE TO PREMISES OR PERSON(S)**.
    1. In the event the Premises are destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenantable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenantable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
    2. During the Term of this agreement, Tenant shall give Landlord prompt written notice of any defects in or damage to the premise, and all equipment, appliances, structures, and fixtures of said Premise. In the event that further damage occurs between the time that the Tenant discovers a defect and the time that the Tenant notifies Landlord of such defect, Tenant shall pay the cost to repair such damage. All liability during the period of discovery of defect and written notice is born by Tenant including but not limited to personal liability and damage to property.
    3. Landlord shall not be liable to Tenant for any bodily injury or property damage suffered by Tenant or Tenant’s guest or family members in, on or near the Premises including but not limited to public street, public or private parking spaces, interior living spaces or otherwise. Tenant shall be held solely liable for the health, security and welfare during said tenancy for all individuals including but not limited to their children, guests, and invitee’s.
15. **INSPECTION OF PREMISES / RIGHT OF ENTRY**.
    1. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. Also, for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building,
    2. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions.
    3. Tenant agrees to allow Landlord to show Premises with a 24 hour notice (meaning the day previous to the appt.) to prospective tenants interested in renting the property
    4. Tenant agrees that for each circumstance Tenant denies entry a fee of $50 per visit per day will be accessed.
16. **SUBORDINATION OF LEASE**. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
17. **TENANT'S HOLD OVER**. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy for an additional year continuing from the end of the current lease shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that such tenancy shall be terminable upon thirty (30) days written notice served by either party at the end of current lease.
18. **SURRENDER OF PREMISES**. Upon the expiration of the term hereof,
    1. Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement,
    2. Tenant borne responsibility to provide in writing a current address for release of security deposit and any documentation. If address is not disclosed to Landlord within 45 days, Tenant agrees to forfeit Security Deposit whether damaged to Premise did or did not occur. Landlord is not obligated to preform until address is received in writing.
19. **VEHICLES.** Tenant may parka maximum of two (2) vehicles on the premises.
20. **QUIET ENJOYMENT**. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, enjoy said Premises for the term hereof. Concerning parties, get-togethers, events:
    1. Consider tenants work schedules, there is not to be loud noise during the nights of Sunday thru Thursday
    2. Parties Friday or Saturday nights are permitted with the understanding this is occasional; every weekend is too much
    3. Loud noise shall not be permitted after 10pm as dictated by city laws
    4. Guests may not park in the off street parking used by other tenants. Towing and fees will be at the tenants sole expense
    5. Guest drinking and noise shall be confined to Tenants apartment
    6. Attendance of more than 10 people requires 48 hour notification and approval by landlord
    7. A penalty of $200 will be accessed for each violation
21. **INDEMNIFICATION**. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
22. **DEFAULT**. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within five (5) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for five (5) days thereafter, Landlord may, at Landlord's option, declare the entire one year’s lease balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement. If Landlord's right of reentry is exercised following Default of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant abandoned in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
23. **RETURNED CHECKS OR FUNDS.** If a check, money order or any form of payment used by Tenant or 3rd party to pay Landlord rent, fees or late fees is returned without being paid for any reason, Tenant will incur a fee of Seventy five dollars ($75.00) per incident plus any fees including bank fees charged to Landlord.
24. **ABANDONMENT**. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so. In addition, If Landlord's right of reentry is exercised following abandonment, the Damage Deposit is forfeited.
25. **EARLY TERMINATION OF LEASE BY MILITARY PERSONAL.** If Tenant(s) is a member of the United States armed forces, or a member of the Virginia National Guard serving as on a full time duty or as a Civil Service technician with a National Guard Unit, and Tenant receives orders for a permanent change of station to depart more than 50 miles or more (radius) from Premises, Tenant may terminate lease with a 30 day written notice. The rent shall be prorated to the date of termination plus 30 days. In addition if Tenant
    1. Has completed less than six months of the tenancy under this lease as of the date of written notice, liquidation damages will be equal to one month’s rent
    2. Has completed more than six months of the tenancy under this lease as of the date of the written notice, liquidation damages will be equal to one half of one month’s rent.
26. **ATTORNEYS' FEES and/or COLLECTION FEE/CIVIL RECOVERY.** 
    1. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals, late fees or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee. All fees for filing said documents are the sole burden of Tenant.
    2. In the event that the Landlord is not represented by an attorney, a collection fee/civil recovery of 25% of awarded judgment principle, late fees and/or damages shall be assessed. Tenant understands and agrees that this amount represents a reasonable estimate of damages that Landlord will incur in a) obtaining judgments against Tenant and b) collection of such judgment; including but not limited to time and effort spent in case investigations, correspondence, filing suit(s), discussions with lawyers and advisors, case preparation and court attendance.
27. **RECORDING OF AGREEMENT**. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
28. **GOVERNING LAW/VENUE**. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Virginia. The venue for any and all disputes including but not limited to Premises or actions (weather civil, criminal or otherwise) against Landlord, its employees or associates shall be in the city of Virginia Beach, Virginia.
29. **SEVERABILITY**. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
30. **BINDING EFFECT**. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
31. **DESCRIPTIVE HEADINGS**. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
32. **CONSTRUCTION**. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
33. **NON-WAIVER**. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
34. **MODIFICATION**. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
35. **ADDITIONAL PROVISIONS; DISCLOSURES**.
    1. No other provisions

**This 29th day of November 2016,**

  
**LANDLORD**: Christopher J. Stankus  
  
  
Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print: \_\_Christopher Stankus\_\_\_

**LANDLORD**: Charlotte Stankus  
  
  
Sign: \_\_\_\_\_\_ Charlotte Stankus\_\_\_\_\_\_ Print: \_\_\_Charlotte Stankus\_\_\_\_\_\_\_\_

**TENANT**: NEW TENANT

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TENANT**: NEW TENANT

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_