

# S & K Apartments

## RESIDENTIAL LEASE AGREEMENT

TENANT'S NAME (hereinafter referred to as "Tenant") and OTHER TENANT'S NAME ("Tenant") agree to lease from Robert S. (Steve) Slater (hereinafter referred to as "Landlord") the premises situated in Wythe County, Virginia and located at 118A Main Street, Rural Retreat, Virginia, ("the Premises"), upon the following terms and conditions:

**Term:**

The term of this Lease is for one year commencing on the 1st day of March 2009 and expiring on the 28th day of February 2010 unless renewed or extended pursuant to the terms herein.

**Payment of Rent:**

Monthly rent is four hundred thirty-five dollars (\$435.00), payable in advance on the first day of each calendar month. Rent shall be made payable to Robert S. Slater and mailed or delivered to the following address: 1630 W Ridge St, Wytheville VA 24382; payment may also be made by PayPal to S-and-K@embarqmail.com.

**Returned Check and Stop Payment:**

In each instance that a check offered by Tenant to Landlord for any amount due under this Agreement or in payment of rent is returned for lack of sufficient funds, a "stop payment" or any other reason, a service charge of \$25.00 will be assessed.

**Late Charges:**

If Tenant fails to pay the rent in full before the end of the due date, which is the first day of the month, Tenant will be assessed a late charge of \$25.00. Landlord reserves the right to insist on payment of the rent in full on the date it is due.

**Tenant Examination and Acceptance of Premises:**

The Tenant acknowledges that his acceptance of this agreement is conclusive evidence that said Premises are in satisfactory order and repair unless otherwise specified herein; and the Tenant agrees that no representations as to the condition of the Premises have been made to redecorate, repair or improve the Premises unless hereinafter set forth in writing. The Landlord will deliver the leased Premises and all common areas in a habitable condition, pursuant to applicable State law. Tenant takes Premises in its AS-IS condition.

**Occupancy and Use:**

The Premises are to be used only as a private residence and only for Tenant(s). The Premises shall be occupied by no more than four (4) persons, including children. **No adult shall reside in the Premises who is not a party to this Lease Agreement.** The Premises shall not be used for any purpose other than a private residence.

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**Security Deposit:**

Upon execution of this lease, Tenant will deposit with Landlord the sum of four hundred thirty-five Dollars (\$435.00), which is to be held as collateral security and applied on any rent or charge that may remain due at the expiration of this agreement, or applied on any damages to the Premises caused by the Tenant, his family, invitees, employees, trades people or pets, or other expenses suffered by Landlord due to a breach of the Lease.

**Insurance:**

Tenant is required to independently purchase renter's insurance to protect any and all of Tenant's personal property on the leased Premises and/or in any common areas from any and all damages.

**Utilities:**

Tenant will be responsible for the following utilities, including all deposits: Electricity, Telephone, Cable TV, satellite TV. Landlord will be responsible for the following utilities: Water, Sewage, Refuse Collection. Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased Premises back to Landlord upon termination or expiration of this Lease.

**Alterations and Repairs by Tenant:**

Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the Premises or remodel or make any structural changes to the Premises.

**Assignment of Agreement and Subletting:**

Tenant will not sublet Premises or any portion thereof, or assign this Lease.

**Pets:**

No animal, bird or other pet will be kept on the Premises, even temporarily. If written permission is given by Landlord for pets, a separate agreement will be executed. An additional deposit and fee will apply. If a pet is found in the Premises without an executed pet agreement, the following will apply: 1) A written assessment of \$100, specifying the complaint, will be issued to the Tenant and the pet must be removed from the Premises immediately. 2) Tenant also will be responsible for cleaning and/or replacing the carpet due to damage by the pet or for pest control treatment. 3) Landlord reserves the right to declare the lease agreement in default.

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**Common Areas:**

All trash and garbage will be stored in closed containers, not subject to tearing by cats or other animals. No more than two vehicles per apartment unit may be parked on the Premises. Prohibited vehicles, which may be towed away at the owner's expense, are those: (a) with flat tires or inoperable; (b) without valid license or inspection sticker; (c) taking up more than one parking space; (d) being repaired or maintained on the Premises. Front and rear areas of the apartment unit shall be kept tidy and uncluttered. Windows shall have undamaged blinds. No Satellite antennas may be mounted on exterior walls or in the yard except for an area designated by the Landlord at the end of the building. Unauthorized installations will be removed at Tenant's expense. No cables may be run on the building exterior and no perforations may be made in exterior walls. Upon vacating the Premises, Tenant will remove any satellite antennas or cables installed and return the Premises to its original state. Abandoned antennas will be removed at Tenant's expense.

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**Quiet Enjoyment:**

Tenant shall be entitled to quiet enjoyment of the Premises. Tenant shall not harass, endanger, inconvenience nor commit any act that might disturb the quiet enjoyment of any other Tenant. Tenant shall be responsible for the conduct of guests. Violation of this clause shall be sufficient cause for termination of this lease.

**Default / Breach By Tenant:**

In the event of any default hereunder on the part of the Tenant, his family, employees, or guests, or should Tenant occupy Premises in violation of any lawful rule, regulation or ordinance issued or promulgated by the Landlord or any relevant legal authority, then Landlord shall have the right to terminate Lease by any and all methods allowed Landlord by law.

**Termination of Lease - Hold Over:**

Either Landlord or Tenant may terminate Lease at the expiration of said Lease or any extension thereof by giving the other three (3) months written notice prior to the due date. Since *time is of the essence* in all matters of this Lease, especially with respect to renewal, if Tenant holds over after the expiration of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable Virginia law, at the monthly rate in effect during the last month of the expiring term plus \$25.00, the resultant rent being Landlord's present rental fee for month to month tenancies. All other terms and provisions of this Lease shall remain in full force and effect. In the event that Tenant holds over, Landlord or Tenant may terminate Lease by giving the other thirty (30) days written notice.

**Multiple Occupancy**

Should more than one person execute this lease as Tenant, all such persons shall be jointly and severally liable for all of the terms, conditions, and provisions of this lease. Any act or signature of one or more persons executing this lease as Tenant and any notice or refund given to or served on one of the persons executing this lease as Tenant shall be fully binding on each and all of the persons executing this lease as Tenant.

**Agents and Authority to Receive Legal Papers:**

Any notice which either party is required to give, shall be in writing and may be given by mailing the same, by certified mail, and shall be deemed sufficiently served upon Tenant if and when deposited in the mail addressed to the leased Premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox to Tenant at the Premises. The Landlord, any person managing the Premises and anyone designated by the Landlord as agent are authorized to accept service of process and receive other notices, which may be delivered to the Landlord, Robert S. Slater, at the following address: [1630 W Ridge St, Wytheville VA 24382; 276-228-2726; s-and-k@embarqmail.com](mailto:s-and-k@embarqmail.com)

**Tenant acknowledges receipt of an executed copy of this Lease.**

Tenant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord/Agent's signature: \_\_\_\_\_ Date: \_\_\_\_\_