



SKTS PROPERTIES, LLC
RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT ("Lease") is made this _____ day of _____, 20_____, by and between SKTS, a Virginia limited liability company (herein "Landlord"), whose address is _____, Farmville, Virginia 23901; and _____ herein as "Resident" or collectively with other occupants of the premises "Residents"), whose address is _____ Farmville, Virginia 23901 for the occupancy of the Premises described below.

In consideration of the mutual promises and covenants set forth below, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. **REAL PROPERTY AND TERM OF OCCUPANCY.** Landlord hereby leases to Tenant the property known as _____ (hereinafter the "Premises"), for the term of one (1) year commencing at noon on _____, and expiring at 11:59 a.m. on _____(the "Term").

2. **PERSONAL PROPERTY.** The following personal property is located at or in the Premises and is also leased subject to this Lease: none

3. **USE OF PREMISES and RESIDENTS ALLOWED.** The Premises will be used by Tenant(s) as a private residential dwelling and for the Tenant (s) and no other purpose. Tenant(s) agrees and acknowledges that if the number of tenants named herein is less than the total number of bedrooms existing upon the lease premises, that Landlord may enter into additional lease agreement(s) to separately lease any such additional bedrooms. Tenant(s) agree that they shall be "roomers" with any additional tenant(s) under any such additional lease(s), with all sharing equal rights to share in the use and enjoyment of the leased premises (other than and excepting the bedroom(s) occupied by Tenants and any such additional tenant(s), which shall be exclusively used and occupied by the tenant occupying the same), and no such additional lease shall be deemed to modify or lessen Tenants' obligations hereunder. Further, if any tenant named herein vacates the leased premises during the term of this Lease, Tenants acknowledge and agree that Landlord may lease any bedroom left vacant as a result thereof by way of a separate lease agreement, as if such bedroom had been vacant upon the date of the execution of this Lease. Only individuals listed on a valid lease agreement may live in the Leased Property.

4. **RENT.** Tenant agrees to pay as rent (the "Rent") the total sum of \$_____ from _____, due and payable in advance, without notice, demand, or offset, in monthly installments of _____. **If more than one Tenant--**The obligation to pay rent by Tenants is joint and several.

Rent for the first month is due by _____. Rent for each month thereafter shall be due on the first day of such month. Rent shall be paid to SKTS Properties, LLC at 206 Second

Ave, Farmville, Virginia 23901, or at such other place as Landlord may from time to time designate in writing. Down payment of \$ _____ will be due on signing

A late fee of \$15.00 per day will be due for Rent received aft the 5th day of each month. A service charge of \$45.00 will be due on each returned check, in addition to the late fee that may also be due as a result of a returned check. All the fees and charges described in this paragraph are on a per-Resident basis.

All Rent payments shall be applied first to past due Rent and other charges owing under this Lease. The remaining portion of such payments, if any, shall be applied to current Rent.

5. Intentionally left blank.

6. **SECURITY DEPOSIT**. Tenant shall pay a security deposit of n/a thirty days prior to the start date of this Lease. The security deposit will be retained by the Landlord during the Lease signed during the _____ Term and will be refunded to Tenant within forty-five (45) days after termination of this Lease, less any amount applied toward the repair or replacement of those items shown on the vacating checklist and/or final inspection or any outstanding amounts due Owner under this Lease. In the event Landlord makes such a deduction, Landlord shall send with the refund, if any, an itemized list of all deductions to the forwarding address provided to Landlord by the Tenant. If Tenant fails to give Landlord a forwarding address, the list shall be sent to Tenant's last known address. Interest shall be paid on the Security Deposit only if and as required by Virginia law. **THE TENANT SHALL NOT USE ANY OF THIS SECURITY DEPOSIT AS PAYMENT OF ANY RENT UNDER THIS LEASE.**

7. **PETS**. No dogs, cats or other animals shall be kept in or about the Premises by Tenant or Tenant's guests without Landlord's prior written consent, which may be withheld in the Landlord's sole and absolute discretion.

8. **UTILITIES**. Tenant agrees to provide, at Tenant's expense, the following utilities: water, sewer, cable and electricity service.

9. **ALTERATIONS AND IMPROVEMENTS**. Tenant agrees that no changes, alterations, installations, repairs or decorations shall be done or made without Landlord's written consent, which consent shall not unreasonably be withheld. Provided, however, that Tenant may take such steps as are customary for decorating the premises such as hanging pictures.

Tenant may install, at Tenant's sole expense, new burglary prevention and fire detection devices that the Tenant may believe necessary to insure his safety, provided that (a) such installation shall not damage any part of the Premises, (b) duplicate keys and operating instructions for all such devices are given to the Landlord or Landlord's agent, and (c) upon termination of this Lease, the Tenant shall remove all such devices if so requested by Landlord and repair any damage to the Premises caused by such removal.

10. INSPECTIONS AND ACCESS. Landlord and their representatives may enter the Premises to make inspections, repairs, decorations, alterations or improvements, and to show the Premises to prospective tenants, purchasers, mortgagees, workers and contractors and shall have the right to erect or place "For Sale" or "For Rent" signs thereon. Except in the case of an emergency or in the event that the giving of notice is impractical or impossible, Landlord shall give Tenant reasonable notice of Landlord's intent to enter and shall enter the Premises only at reasonable times.

11. COVENANTS BY LANDLORD. Landlord covenants and agrees to maintain all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances, in good and safe working condition, subject to the covenants undertaken by Tenant in Section 12 below. Landlord further covenants and agrees to comply with applicable building and housing code requirements materially affecting the health and safety of the Tenant.

Landlord's failure to comply with the above requirements shall not give rise to a right in Tenant to terminate this Lease, unless Tenant has given Landlord written notice of the defective condition and Landlord has failed to repair or cure such condition within 30 days of Landlord's receipt of such notice.

Tenant may not terminate this Lease if Tenant, a member of Tenant's family or an invitee or guest of Tenant intentionally or negligently causes a defective condition. Such intentionally or negligently caused defective condition shall be repaired at Tenant's sole expense.

12. COVENANTS BY TENANT. Tenant covenants and agrees to (a) abide by all Landlord rules and regulations as may be applicable to the Premises, and imposed or changed from time to time; (b) keep the Premises clean and safe; (c) use all electrical, plumbing, heating, ventilating and air-conditioning facilities and appliances in a reasonable manner; and (d) conduct himself, and require guests to conduct themselves, in a manner that will not disturb Tenant's neighbors. Tenant shall not (a) intentionally or negligently destroy, damage or remove any part of the Premises, (b) permit any person to intentionally or negligently destroy, damage or remove any part of the Premises, or (c) dispose of any paint, waste tires, petroleum or petroleum-based products, or pesticides or insecticides on the Premises.

Tenant shall not change or add locks without notifying Landlord immediately and providing Landlord with duplicate keys to such locks.

Upon the expiration or termination of this Lease, Tenant shall deliver the Premises in the condition the Tenant received the Premises except for Reasonable Wear.

During the Term, Tenant shall give Landlord prompt written notice of any defects in or damage to the Premises, and all equipment, appliances and fixtures otherwise attached to the Premises. In the event that further damage occurs between the time that Tenant discovers a defect and the time that Tenant notifies Landlord of such defect, Tenant shall pay the cost to repair such damage, unless such damage could not have been avoided had Tenant promptly notified Landlord of the defect.

Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Premises by (a) Tenant, (b) any guest of Tenant, or (c) other persons on the Premises with Tenant's consent, whether such persons are known by Tenant or not.

13. **TENANT TO CLEAN PREMISES WHEN LEASE ENDS.** Upon the termination or expiration of this Lease, Tenant shall remove all personal property from the Premises, return keys to the Landlord and deliver possession of the Premises in the condition the Tenant received the Premises, except for Reasonable Wear. Not less than five (5) days prior to the expiration of the Lease Term, Residents shall arrange with the Landlord for an inspection of the premises, to be made at the time when all Residents are ready to vacate. Failure by Residents to arrange for this inspection waives Residents' right to be present for the same. Residents agree that if the premises have not been completely vacated upon the expiration of the Lease Term, then Landlord shall retain (as partial damages to Landlord and not as a penalty or forfeiture) the Residents' entire, respective security deposits, in addition to remaining liable for any other applicable payments, fees and charges under this Lease. The Residents obligations under this paragraph are joint and several.

14. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event that the Premises are damaged or destroyed by fire or other cause, Tenant shall notify Landlord immediately. If the Premises are damaged or destroyed to the extent that the premises are not habitable, as determined by the building inspector for the Town of Farmville, Tenant may immediately vacate the Premises and within seven (7) days thereafter give written notice to Landlord of Tenant's intent to terminate this Lease. In such a case, the Lease will terminate as of the date that Tenant vacates the Premises, and Landlord shall return any prepaid rent for the period after Tenant vacates the Premises, subject to any setoff for charges or damages Tenant owes to Landlord.

In the event that the Premises are damaged to the extent that Tenant's enjoyment is somewhat impaired, though not substantially impaired, Landlord shall have a reasonable period during which it may repair the Premises. Landlord's duty to repair shall not arise until Tenant gives Landlord written notice of the damage to the Premises. If Landlord fails to repair the Premises within a reasonable period of time after receipt of such notice from Tenant, Tenant shall be entitled to a reduction in Rent for the period beginning after notice was given to Landlord and ending on the date Landlord completes the repair of such damage to the Premises.

In the event that the Premises are damaged or destroyed due to the fault or negligence of Tenant, a member of Tenant's family or a guest of Tenant, Tenant shall not be entitled to terminate this Lease and shall remain liable for Rent for the Term, unless Landlord elects to release Tenant from such liability. Landlord shall have the right to terminate this Lease in the event that (a) the Premises are damaged or destroyed, and such damage or destruction renders the Premises unfit for habitation, or (b) if such damage or destruction is caused by the fault or negligence of Tenant, a member of Tenant's family, or a guest of Tenant.

In any dispute concerning Tenant's right to terminate this Lease or receive Rent abatement under this Section, Tenant shall bear the burden of establishing that the condition of the Premises justifies such relief.

15. **BODILY INJURY AND PROPERTY DAMAGE.** Landlord is not an insurer of Tenant's person or property or security. Except to the extent as may be required by law, Landlord shall not be liable to Tenant for any bodily injury or property damage suffered by Tenant or Tenant's guests or family members in, on or near the Premises including but not limited to the public street or public or private parking places. Tenant should be responsible for his own and his guest's and invitee's security and property. **EARLY TERMINATION OF OCCUPANCY.** Tenant shall not be released from liability for Rent and other charges due under this Lease unless Landlord signs a written statement in which Landlord agrees to release Tenant from such liability. **TERMINATION OF LEASE.** This Lease will automatically terminate at the end of the Term. The termination of this Lease will terminate Tenant's right to occupy the Premises, but it will not extinguish any claims that Tenant or Landlord may have that arise out of events occurring during the Term or during any holdover term by Tenant.

In the event that Tenant remains in possession of the Premises after the Term expires with the Landlord's oral consent to such holdover but no written agreement extending this Lease or substituting a new written lease is signed, Tenant shall have a month-to-month lease subject to termination by either Tenant or Landlord upon thirty (30) days written notice to the other. The monthly rent during such holdover period shall be at the same rate as under this Lease or as otherwise agreed in writing. If Landlord does not consent to a holdover, the monthly rent during such holdover period shall be the greater of (1) the monthly Rent charged for the last month of the last Term or (2) the market rate of rent for properties of like size and location.

16. **ASSIGNMENT OR SUBLET.** Tenant will not assign his interest in this Lease or sublet the Premises without Landlord's prior written consent.

17. **BREACH OR DEFAULT BY TENANT.**

A. **Non-Payment of Rent.** (i) In the event that Rent or any other payment required hereunder is not paid when due, and Tenant fails to pay such Rent within five (5) days after delivery of a written notice to the Premises of such non-payment, stating that the Landlord has a right to terminate this Lease because of such non-payment, then Landlord may terminate this Lease without further notice, obtain possession of the Premises by any lawful means at the end of the five (5) day period, recover damages and costs, and seek injunctive relief, each together with reasonable attorney fees as may be permitted by law.

(ii) In the event that a check for Rent is drawn on an account with insufficient funds and Tenant fails to pay such Rent within five (5) days after delivery of written notice to the Premises requiring payment by cash, cashier's check or certified check, Landlord may terminate this Lease without further notice and obtain possession by any lawful means of the Premises, recover damages and costs and seek injunctive relief each together with reasonable attorney fees, in addition to all other remedies available to Landlord at law and in equity.

B. Non-Monetary Non-Compliance with Lease. Landlord may terminate this Lease if there is a material non-monetary non-compliance by Tenant with any provision of this Lease or any rule or regulation imposed by Landlord during the term of this Lease, or any other payment due Landlord, except Rent, and should Tenant fail to cure such non-compliance within ten (10) days after receipt of written notice from Landlord (i) specifying the act(s) and/or omissions(s) that constitute the breach and (ii) stating that the Lease shall terminate on a date not less than ten (10) days after Tenant's receipt of such notice if the breach is not cured within such ten (10) day period. If the breach may be cured and Tenant effects such cure prior to the date specified in such notice, this Lease shall not terminate. If Tenant fails to cure the breach prior to the date specified in such notice, Landlord shall be entitled to immediate possession, and may recover damages and costs, and obtain injunctive relief, each together with reasonable attorney fees as may be permitted by law. Acceptance of periodic Rent payments with knowledge of a material non-compliance by Tenant shall not constitute a waiver of Landlord's right to terminate this Lease or exercise any other remedies available to Landlord under this Lease.

C. Non-Curable, Criminal or Willful Breach. Notwithstanding the foregoing, in the event that Tenant commits a breach that cannot be cured, or that is a willful breach similar in nature to a prior breach that was cured by Tenant following notice, Landlord may give written notice to Tenant specifying the act(s) and/or omission(s) constituting such breach (and, if applicable, that there was a prior breach of a like nature) and stating that the Lease shall terminate on a date not less than thirty (30) days after Tenant's receipt of such notice. In the event that Tenant commits a breach that (a) involves a criminal or willful act that cannot be cured, or (b) poses a threat to health or safety, Landlord may terminate this Lease immediately without notice. Following such termination, Landlord may obtain possession of the Premises and recover damages, costs, and reasonable attorney fees as may be permitted by law.

D. Damages. In the event that Tenant breaches any provision of this Lease, Landlord may pursue the remedies set forth above, or any of them. Tenant shall be responsible for payment of the following amounts:

1. For all past due Rent and other charges;
2. For all Rent that would have accrued during the Term or until the Premises are leased to a new tenant, provided that (i) Landlord shall minimize such damages by making reasonable efforts to enter into a new lease as soon as practical, and (ii) Landlord shall apply as a credit toward such Rent, or any judgment secured by Landlord that arises from such Rent, the amount of any prepaid Rent for such months;
3. For all expenses that Landlord may incur for cleaning, painting and repairing the Premises due to Tenant's damaging the Premises during the Term or Tenant's failure to leave the Premises in the condition the Tenant received the Premises except for Reasonable Wear, or damage at the end of the Term;
4. For any court costs incurred by Landlord;
5. In the event that the breach of the Lease results from Tenant's

willful non-compliance, for reasonable attorney fees incurred by Landlord in (i) collecting Rent, other charges and damages, and (ii) in obtaining possession of the Premises; and

6. In the event that Landlord is not represented by an attorney, for a collection fee equal to 25% of the amount of unpaid Rent and other damages. Tenant understands and agrees that this amount represents a reasonable estimate of damages that Landlord will incur in (a) obtaining a judgment against Tenant (including time and effort spent in case investigation, correspondence, filing suit, discussions with lawyers, case preparation and court attendance), and (b) collecting such judgment.

18. **BREACH BY LANDLORD.** If Landlord (a) commits a material breach of this Lease, (b) fails to substantially comply with any laws that affect Tenant's health and safety, (c) willfully diminishes or interrupts essential services such as heat, running water, hot water, electricity or gas, or (d) refuses Tenant access to the Premises except pursuant to a writ of possession, Tenant may give written notice to Landlord identifying the acts and omissions constituting such breach and stating that unless Landlord cures the breach within twenty-one (21) days, this Lease will terminate upon a specific date not less than thirty (30) days from the date Landlord receives notice. If Landlord cures such breach within such 21-day period, this Lease shall not terminate. If such breach cannot be cured, or if Landlord has (a) been served with a prior written notice of such breach, (b) cured such breach, and (c) subsequently and intentionally commits a breach similar in nature to such breach, then Tenant may give written notice to Landlord specifying the acts and omissions that constitute the breach and stating that this Lease will terminate on a specific date not less than 30 days after Landlord's receipt of such notice.

Conditions caused by the intentional or negligent acts of Tenant or persons on the Premises with Tenant's consent shall not constitute grounds for termination of this Lease under this Section.

In addition, Tenant may pursue all other remedies available, including mandatory injunctive relief, and may recover damages and reasonable attorney fees as may be permitted by law.

19. **GUARANTORS.** Each Guarantor unconditionally guarantees: (i) the payment of all debts now due or hereafter arising, whether for Rent, late charges, court costs, Attorneys Fees, damages or otherwise, arising out of or in any way connected with the Lease obligations of the Resident whose name is set opposite such Guarantors name below, including those debts and obligations for which the Resident is jointly and severally liable as provided by this Lease, and (ii) the full performance of such Resident's obligations hereunder. Guarantors expressly waive his or her right (i) to notice of any matter anticipated by this Lease, or (ii) to notice of any amendment, assignment or termination of this Lease with respect to one or more Residents. Guarantor agrees that no extension, modification, renewal, or amendment of this Agreement shall act to limit or obviate Guarantor's obligations hereunder. Guarantor agrees that he or she is a primary obligor hereunder, and Landlord may resort to this guaranty provision prior to seeking relief from or bringing action against the Resident whose obligations are guaranteed by Guarantor.

20. **NOTICES.** All written notices required or permitted by this Lease may be delivered in person to the Tenant or Landlord or sent by certified mail, return receipt requested (postage prepaid) to Landlord or Tenant at the addresses set forth

herein or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section.

For maintenance and repair issues, including maintenance emergencies, for which the Landlord is responsible under the Lease; Tenant shall contact Landlord by telephone at 434 941 4541 or 434 841 7590

21. HEADINGS. The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions hereof.

22. GOVERNING LAW. This Lease shall be construed under the laws of the State of Virginia.

23. SEVERABILITY. Any provision of this Lease that is prohibited by, or unlawful or unenforceable under, Virginia law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease.

24. FAILURE TO ENFORCE LEASE NOT A WAIVER. Landlord's (a) acceptance of Rent or conduct not in compliance with Tenant's obligations under this Lease, or (b) waiver of a breach by Tenant shall not be interpreted as a waiver of any subsequent breach of or noncompliance with this Lease, and the terms and provisions of this Lease shall remain in full force and effect. Tenant is hereby notified that acceptance by Landlord of Rent with knowledge of a material non-compliance by Tenant shall not constitute a waiver of Landlord's right to terminate this Lease by reason of such non-compliance.

25. DEATH OF TENANT OR LANDLORD. In the event that Tenant or Landlord (or, if more than one person signs this Lease in either capacity, any of such persons) shall die during the Term, the surviving Tenant or Landlord or the personal representative of the estate of the deceased, as the case may be, may terminate this Lease by giving at least sixty (60) days written notice to the other party. Such termination must be affected within ninety (90) days of the date of death of the Landlord or Tenant.

26. PERSONAL PROPERTY OF TENANT. All personal property or valuables placed in or about the Premises by Tenant, his invitees or guests shall be at the sole risk of the Tenant or the parties owning same and Landlord shall not under any circumstances be liable for its loss, destruction, theft or damage to such property. Landlord strongly advises the Tenant to obtain renter's insurance.

27. ENTIRE AGREEMENT. This Lease and any subsequent changes or amendments hereto constitute the entire Lease Agreement between Landlord and Tenant. No oral statements made by either party shall be binding on such party.

WITNESS the following signatures and seals:

LANDLORD:

By: _____ (SEAL)

TENANT: _____

GUARANTORS: _____