

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter interchangeably referred to as both "lease" and "agreement") made this «daydate» day of «monthdate», «yeardate», by and between «LLC» (Owner), who is represented by Bondurant Realty Corporation acting as its leasing agent, and Resident(s) (whether one or more): «resident1», «resident2», «resident3», «resident4», «resident5», «resident6», provides as follows:

WITNESSETH: That Owner hereby leases, lets and demises to Resident(s) and Resident(s) hereby take and hire from Owner, upon and subject to the terms, conditions and provisions hereof, the Residence located at «aptaddress», Radford, VA 24141, (hereinafter referred to interchangeably as "Residence", "premises", "property", "dwelling", "unit", and "building") for a term commencing «begindate» and ending at 10:00AM «enddate» inclusive, payable as follows:

Total Term Rent of «termrentwritten» Dollars (\$«termrentnumeric») payable in monthly installments of «monthlyrentwritten» Dollars («monthlyrentnumeric») in advance of the first day of each month during the term hereof. If the Owner delivers possession of the Residence to Resident(s) prior to the first day of the month, or prior to lease commencement, or allows an extension past the last day of the lease, the Resident(s) agree to pay prorated amount of said monthly rent.

1. **INDIVIDUAL TERM RENT** Each party whose name is signed to this agreement, as a "Resident" shall be severally liable to Owner for his/her proportionate share of the Total Term Rent. Said proportionate share shall hereinafter be referred to as the "Individual Term Rent", which is more fully described at the end of this lease form. Each Resident will also be liable to Owner for any deposits required herein and fees resulting from the collection of same. The Individual Term Rent is payable in monthly installments (the "Individual Monthly Rent"), each of which is due on the first day of each month and is considered late after the fifth day of the month during the term hereof (including the first and last month's proration of rent). Rent will be payable to the Owner's leasing agent, Bondurant Realty Corporation, at 1300 East Main Street, Radford, VA 24141.

2. **SECURITY DEPOSIT** All Residents shall be jointly and severally liable to Owner for any damages to the Residence and for fees resulting from collection thereof. As security for such, each Resident hereby deposits \$450.00 in advance with Owner's leasing agent. All parties to this lease agree that Bondurant Realty Corp. retains the option to delay the deposit of security deposit monies until guarantor statements from all residents have been received. This security deposit is to be retained by Leasing Agent during the term of the lease and to be refunded within forty-five (45) days after expiration of lease provided that Resident(s) have kept and performed the conditions of this contract and the Standard Vacating Checklist. In the event Resident(s) default in any provision of this contract, the deposit may be used by Owner to apply against defaults of the Resident(s). Resident may not apply Security Deposit toward rent owed on the Residence. Upon vacating the dwelling, Resident(s) agree to thoroughly clean the same or pay the Owner the cost of having this done, and all keys must be returned at that time. If Resident(s) fail to adequately clean, leave property damaged, or have had locks changed without Owner's authorization, Owner shall have corrective work accomplished and the cost of such will be deducted from the deposit. Prior to lease ending, Resident(s) agree to provide a forwarding address.

3. **RESIDENCE WILL BE OCCUPIED BY** only the Residents named in this agreement.

4. **RESIDENT SHALL PAY RENT** as provided herein to Bondurant Realty Corporation. Resident agrees to pay a late charge of Ten Dollars (\$10.00) plus Two Dollars (\$2.00) each additional day on Individual Monthly Rent that is received after the fifth of the month. Time of receipt of payments due Owner is of the essence regarding this lease. Resident agrees and understands that in using the services of the United States Postal Service for the mailing of items to Owner, the Resident is appointing the Postal Service as his sole agent, and Owner will not consider postmarks or other evidence of payment of postage or of deposit in the U.S. Mail in determining the time of receipt of any items. Owner reserves the unrestricted right, in his sole and absolute discretion, after written notice to Resident, to require that payments thereafter due Owner be made in cash, or by cashiers or certified check. Resident agrees and understands that acceptance of partial rental payments does not constitute payment in full. The Individual Monthly Rent must be received by Bondurant Realty no later than the fifth of the month regardless of weekends or holidays.

5. **ADDITIONAL CONDITIONS:** Owner and Resident further agree that this lease is subject to the following conditions:

- A. Arrangements for utilities (such as electricity) must be made prior to check-in and proof of paid deposit to the City of Radford must be received to obtain the keys. All utilities, including electricity, must be on in tenants name throughout the entire lease term. If utilities are disconnected before end of lease term, tenants will be assessed a \$300.00 fine in addition to reimbursing BRC for payment of utility bills.
- B. There will be a \$25.00 fee for returned checks. Returned checks must be corrected within 5 days of notification. Also, late fees will continue to accrue until NSF check is corrected and the account balance is made current.
- C. Where applicable, Resident(s) must have the gas turned on no later than October 15th and keep it on through the tenure of lease.
- D. Resident agrees not to install additional or different locks without written permission of Owner. If a new bedroom lock is installed, original lock must be restored when Resident vacates unit or Resident will be charged for said restoration
- E. Each individual resident agrees to purchase renters insurance in order to protect their personal belongings. The renters insurance shall also provide personal liability and property damage protection in the amount of no less than \$300,000; Resident must provide evidence of said insurance to Bondurant Realty. (If coverage is provided under parent or guarantor's homeowner's policy, a copy of that policy will be provided instead.) Resident must maintain this insurance throughout their tenancy.
- F. In the event that the Owner has permitted Resident to have a pet in the dwelling, the Resident must have their insurance provider name the Owner and Bondurant Realty as additional insureds, and provide evidence of said insurance to Bondurant Realty, as well as any subsequent changes in coverage, including cancellation notices. (Note: If resident is covered under their parents'/guarantors' homeowner policies, the Owner and Bondurant Realty must be named as additional insureds on that policy, and evidence of the required coverage must be provided to Bondurant Realty.)
- G. Move-in will occur during office hours and only if signatures are complete and all monies are paid.
- H. If all Residents are not completely moved out by 10:00am on the last day of this lease, the Residents will be charged a fine of \$500.00, plus \$50.00 for each additional day that the moveout is delayed.

6. **COMPLIANCE WITH THE LAWS OF THE STATE OF VIRGINIA** It is the intention of the Owner that this agreement be in compliance with the laws of the State of Virginia and that any rights and remedies contained herein shall be cumulative of any rights or remedies specified under the laws of the State of Virginia. Also, this Property will be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status, sexual orientation, handicap or elderliness, in compliance with all applicable and federal and state local fair housing laws and regulations.

7. **THE APPLICATION** is made a part of the lease and if any of the statements made therein are found to be untrue, Owner reserves the right to cancel the lease.

8. **IF RESIDENT FAILS TO OCCUPY RESIDENCE** and pay rent to the Owner for the minimum time provided in this agreement, Owner will be entitled to use the deposit and prepaid rent to apply against any resultant damages sustained by the Owner. If Resident never takes occupancy of Residence, or if Resident moves out of Residence before the end of the agreed lease term, the obligations of this lease will not terminate and Resident will remain responsible for the "Individual Term Rent", as well as for charges for damages and cleaning. Resident and guarantor (where applicable) acknowledge responsibility for securing a new, properly qualified resident acceptable by other individual tenants on lease to assume lease obligations should Resident be unable or unwilling to fulfill obligations of this lease.

9. **RENEWAL OF LEASE:** A) By 5:00pm October 18, before the expiration of the original or renewal term of this lease, Residents must give written notice of their intention to renew this lease or their intention to allow this lease to expire. If Resident gives written notice of intent to renew by the aforementioned October 18 deadline, the Residence will be considered reserved for Resident, provided that residents sign a new lease by November 1 of the same year, and within 10 business days of signing said lease, return all guarantor statements signed by guarantors approved by Bondurant Realty. To retain the reservation, all security deposits must also be paid to Bondurant Realty at the time the lease is signed. However, if the "intent to renew" is not given in writing, by aforementioned October 18 deadline, or if the renewal lease and guarantor statements are not fully executed or security deposits are not made within the previously described time frame, Owner may treat such lack of action as Resident's intention to allow the lease to expire and Owner shall have the right to have new rental applicants admitted at all reasonable hours to view Residence until rented. B) Owner shall be entitled to apply the security deposit against any damages sustained by Owner as a result of Resident's failure to surrender possession of Residence at the expiration of the original or any renewal term of this lease. C) If this agreement includes any or all residents that were part of the previous, contiguous lease on this property, an inspection will be conducted by Bondurant Realty to determine damages that may be the responsibility of the vacating Residents. In such a case, there will not be a "turnover" or cleaning performed by Owner and all residents to the property agree to accept the property cosmetically in "as-is" condition. In the event that Bondurant Realty Corporation agrees to a "partial turnover", Bondurant Realty Corporation employees and sub-contractors are hereby released of liability regarding tenants' personal property during the turnover period. No adjustments in rent will be made for renewal turnover work or allowances for utilities.
10. **RESIDENT WILL TAKE GOOD CARE** of property of Owner including proper cleaning of the premises and will report promptly to management any repairs which may be needed on Owner's property, fixtures or furnishings. Lack of such notification may result in the Resident being charged for repairs or replacements. Also, tenants will be charged for avoidable or unnecessary maintenance calls. Any costs for damages caused by vandalism or forced entry to Residence shall be the joint responsibility of the Residents. Owner shall have the right to make repairs, renovations and alterations at reasonable times. If the Residence is damaged by other than ordinary wear and tear, the Owner shall make such repairs and replacements, including repainting, equal in quality to the original construction and the cost of such shall be divided equally among all the Residents. In the event that leasing agent must hire outside contractors to repair, restore, clean, or paint unit due to Resident's negligence or abuse of Property, a 10% administrative fee, payable to leasing agent, will be added to the contractors' charges. Residents will not be reimbursed for the cost of utilities used to maintain or repair property. Residence may not be used for business purposes. Combustible fuels are not allowed in the dwelling or building and may not be used or stored on decks, patios, or porches. The Standard Property Check-In Form, when executed, shall become part of this lease. Any pre-existing damages noted should be submitted, in writing, within five (5) days of the start of the lease term.
11. **FOR INJURY TO PROPERTY OR RIGHTS OF OWNER** caused by negligence or fault of Resident, his agents, family or guests, Resident agrees to reimburse Owner promptly in the amount of the cost for repair or replacement. Resident also agrees to pay for maintenance, repairs and services to the premises when the damage or malfunction is caused by the Resident, his family or guests. Resident agrees to pay Owner triple the cost of repairs for blatant, intentional damage to Owner's property, whether or not such damage is caused by Resident.
12. **RESIDENT WILL SEE THAT THE CONDUCT** of himself, his family and his guests in the dwelling and on all dwelling premises is never disorderly or boisterous; that it does not disturb or interfere with the rights, comfort or convenience of other persons on or around the premises; that it is not unlawful or immoral. Gatherings of more than twenty people will not be allowed. Owner reserves the right to assess a fine of up to \$500.00 per Resident if property is used for an illegal "For-Profit" party. If a party is disruptive and/or the police have to be called, Owner has the right to assess \$100.00 per Resident, as well as the cost of any damages to Residence. Basements and attics of houses will be locked and under no circumstances used by Residents. In the event that an attic or basement is entered without written permission of Owner by Resident(s) or Resident(s) guests, a charge of \$200.00 per incidence will be assessed against the Residents of that house.
13. **TERMINATION BY OWNER.** At any time prior to a lease renewal being signed by all parties necessary, Owner reserves the right to give the Resident written notice that renewal of this lease is not desired.
14. **OWNER SHALL NOT BE LIABLE** to Resident, his family, employees or guests for any damage to person or property caused by the acts or omissions of other Residents or other persons, whether such persons be off the property of Owner or on the property, with or without permission of Owner, nor shall Owner be liable for losses or damages resulting from failure, interruption, or malfunctions in the utilities and amenities provided to Resident.
15. **IN CASE OF DAMAGE BY FIRE OR ACT OF GOD (NOT CAUSED BY OWNER OR RESIDENT)** Resident shall notify Owner immediately, and Owner shall repair the damages with reasonable promptness or, if the premises are deemed by the Owner to be damaged so much as to prolong repair, or if the premises are deemed by the Owner to be damaged so much as to be unfit for occupancy, or if the Owner decides not to repair or restore the building, the lease shall terminate. If the lease is so terminated, rent will be prorated on a daily basis to the date of the damage and the remainder of the month's rent will be refunded.
16. **OWNER or LEASING AGENT MAY ENTER RESIDENCE** at any reasonable time to inspect, repair, and maintain it, to verify lease obligations, or to show Residence to a prospective purchaser, lender or insurance agent, or, in case either party has given notice to terminate or not renew the lease, to show Residence to prospective residents. Except in the case of an emergency, a Resident-requested work order, condition report, notification of filter changes, or when impractical to do so, the Owner shall make a reasonable attempt to give Resident notice of his intent to enter the premises.
17. **INSPECTION OF DWELLING** Resident must be present when the Owner performs the "final or renewal inspection" of the premises at the termination of the lease to determine the amount of the security deposit to be returned. Resident will make an appointment with Owner for said inspection at least a week in advance. Inspections must be made during business hours, prior to twenty-four (24) hours of end of lease or move-out, whichever occurs first. If Resident fails to make appointment or does not show up for appointment for said final inspection, Resident forfeits all rights to challenge Owner's assessment of damages.
18. **DEFAULT: ENFORCEMENT, VENUE AND ATTORNEY'S FEES.** A.) In case of default by Resident(s), re-entry, or expiration of the lease by default of Resident(s), the full balance of the Individual Term Rent of each defaulting Resident, less the amount of the rent collected from that Resident, shall become immediately due and payable, together with such expenses as Owner may incur for attorney's fees, collection fees, expense of re-renting, and for placing Residence in rentable order. B.) If Resident violates any condition of the lease and Owner employs an attorney or takes action to enforce this agreement, Resident shall pay all costs involved, including attorney's fees, as provided for under the laws of the State of Virginia. C.) Any rental amount due hereunder, including any expenses, costs, damages, attorney's fees or other charges allowable under this lease, shall bear interest at 12% simple interest (APR) from the date that such rental amount is due or such cost or damage is incurred. Any action arising out of this Lease Agreement shall be commenced in the Courts of the City of Radford, Virginia.
19. **HEAT AND UTILITIES** must be left on at all times during cold weather (i.e. 40 degrees and below) and all winter months. Thermostats must always be kept at a heat setting of 50°F or higher, and Resident is responsible for immediately reporting any problems with heat systems that might result in the inability to maintain heat at the 50°F minimum. If this minimum is not maintained by Resident, Resident will be subject to a fine of \$100.00, plus the cost of any repairs that may result from Resident's negligence in this regard. Resident is responsible for contacting the City of Radford for utilities (as well as Atmos Energy for gas, and a local oil company for oil, where applicable) and must maintain said utilities during the tenure of the lease, whether present on the premises or not, to prevent the pipes from freezing. (Utilities must be on to protect appliances as well as plumbing.) Absolutely no wood stoves, kerosene or propane gas heaters are to be used or stored on any property owned or managed by Bondurant Realty Corporation. This property has

- a heating system fueled by «heat». Not all units owned or managed by Bondurant Realty Corporation have air conditioning. BRC is not responsible for providing window a/c units to properties that do not have air conditioning.
20. **INSTALLATION OF CABLE/SATELLITE/FIBER OPTIC LINES** that are not already connected to the Resident's building will be installed at the Resident's expense. Installation must be performed ONLY by a contractor approved by Bondurant Realty Corporation.
 21. **OWNER WILL PROVIDE: «willprovide»**. **Residents are responsible for the utilities for the tenure of the lease period whether present or not.**
 22. **TRASH REMOVAL** Resident(s) are responsible for trash removal from inside their residence and keeping the grounds free of litter. When management must clean premises because Residents have not, there will be a fine of \$25.00 per bag of trash collected by Bondurant employees, including bagged or canned trash left outside of the residence. Resident(s) agree to relieve Owner and hold Owner harmless for any and all liability in connection with such service.
 23. **RESIDENT CONTRACTED SERVICES** If any employee of Owner or Leasing Agent renders any other services after normal business hours (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning the rented premises, or any other service) for or at the request of Resident, his family, employees or guests, then for the purpose of such service, such employee shall be deemed the agent of Resident, regardless of whether or not payment is arranged for such service, and Resident agrees to relieve and hold Owner and Leasing Agent harmless from any and all liability in connection with such service.
 24. **EXTERIOR APPEARANCE** A) Tenants will keep all porches, entrances, and yards free of upholstered furniture. Every incident of violation of this policy will result in a fine of \$50.00 per piece of furniture. B) Residents and their guests are not allowed on the roofs of houses or porches. Residents will be fined \$100.00 per person, per incident if anyone is seen on a roof or if there is evidence that someone has been on a roof. C) GREEK LETTERING visible from the exterior of properties is FORBIDDEN. A fine of \$500.00 per incident will be charged to any residence displaying Greek Lettering or other evidence of fraternity or sorority affiliations that is visible from the exterior of a property. D) Outdoor burning of any type is strictly prohibited, including any type of grilling on decks, patios or porches, bonfires, or fire pits. Violation of the outdoor burning policy will result in a \$100.00 fine per incident. E) Any of the above mentioned fines, as well as the pet violation fine described in section 30, will be divided equally among residents and added to rental accounts and will be subject to late fees if not paid within 30 days. F) Residents of houses are responsible for their own snow removal from sidewalks, porches, and steps to allow ingress and egress to their residence.
 25. **NO ALTERATIONS** of Owner's property or fixtures may be made by Resident without written permission of Owner in advance. Resident shall not drive nails in the wall or otherwise attach to the building (including ceilings, doors, and balconies) any decorations or devices except with written permission of Owner. Only small pin nail holes made by "bulldog" picture hangers are permitted. (No tape, screws, or large nails)
 26. **VIOLATIONS** by Resident, his family or his guests, of any of the obligations of this agreement, including among other violations any disorderly conduct, violation of the law, breach of the rules and regulations under this lease, or any failure to pay rent on the date due, shall give the Owner the right to terminate this lease as provided by the laws of the State of Virginia, and Owner thereupon may enter premises, take and retain possession thereof, and exclude Resident therefrom. If all Residents are gone from dwelling unit for more than fourteen (14) days, without proper notice to management, Residence may be considered abandoned. The Owner shall also have the right to store or otherwise dispose of any personal property remaining on or about the premises after the termination of this lease, including any renewal or extension thereof. Any such personal property left on or about the premises shall be considered Owner's property and title shall be conclusively presumed as having vested in Owner, and in disposing of said property, Owner shall have the right to sell the same at public or private sale and Resident releases all claim to said property and any and all claim against Owner to said property. Owner shall have the right to be a purchaser at any such sale. Determination by the Owner of what constitutes disorderly conduct or other violation of the obligations of this agreement is final and conclusive for all purposes. All remedies agreed to in this lease are cumulative of all other remedies provided by law for enforcement of the lease provisions by Owner. Resident agrees that acceptance of partial payment by Owner after notice of termination will not constitute waiver of the notice unless Owner agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by Owner except to reduce Resident's obligation to Owner by the amount of such partial payment. Waiver by Owner of any defaults or breaches by Resident shall not bar Owner thereafter from requiring immediate performance by Resident of the obligations of this lease, nor shall Owner be barred thereafter from requiring immediate performance by Resident of the obligations of this lease, nor shall Owner be barred thereafter from immediate exercise of any of Owner's rights or remedies in case of continuing or subsequent default or violation by Resident.
 27. **NO SUBLETTING OR EXCHANGING DWELLINGS BETWEEN RESIDENTS** will be allowed without written permission of Owner in advance. In such cases Resident hereby agrees to comply with Owner's policy and procedure concerning such. The forms necessary for such subletting and other tenant changes are available in the rental office upon request. If request is approved, the lease takeover fee is \$200.00 and a sublease fee is \$50.00 (In the event of a sublease the original resident will remain liable for the damages and any unpaid rent.) Additionally, Owner will not allow release of lease due to company transfers.
 28. **IF RESIDENT IS IN THE U.S. ARMED FORCES** and is transferring under orders from the U.S. Government for a term in excess of three months duration, Resident may terminate this contract with a thirty (30) day written notice by presenting a copy of the orders to Owner.
 29. **DELIVERY OF DWELLING** Owner will use his best efforts to give possession of the premises to the Resident at the beginning of the Resident's term. If failure to do so is the fault of a withholding Resident, that Resident shall pay Owner the rent as stated by the lease for each day of withholding. Expenses and damages shall be paid in addition to rent. The acceptance of rent by Owner shall not constitute a waiver of Owner's right to re-enter to claim damage for any other breach by withholding Resident. If a Resident moves in early without permission there will be a \$50.00 fine per individual Resident and all Residents hereby agree to accept the Residence in "as is" condition as of the date of their early move-in.
 30. **WATERBEDS** will not be allowed without proper liability coverage from insurance carrier because of their large damage potential. Any violation will result in immediate eviction and Resident will be liable for any and all damages to the building(s).
 31. **NO PETS** will be allowed on the premises without written permission of Owner. If Owner agrees to allow a pet on the premises, a pet addendum must be completed and appropriate fees paid to keep pet on premises. There will be a \$150.00 charge assessed, per pet, for each violation of this "No Pets" policy. This charge will be equally divided among the Residents with payment due within 10 days of notification of violation. No aggressive-breed dogs allowed.
 32. **TOWING** If towing of unauthorized vehicles is provided as a service to Residents of said premises, then Residents are required to affix an appropriate sticker on their vehicle indicating authorization to park on said premises. Parking stickers are issued annually and Residents are responsible for obtaining new stickers by September 10 of each year in order to keep their parking privileges current. To obtain a parking sticker, a resident must show their driver's license, vehicle registration, and have a balance of zero on their rental account. Additionally, in order to obtain a parking sticker, Resident's security deposit must have been paid and Resident's fully-executed Guarantor's Statement must have been turned in to Bondurant Realty Corporation. Resident agrees to abide by the rules and regulations of Bondurant Realty and the towing company as well as amendments to such rules and regulations, which from time to time may be required to benefit the Residents. Driving across or parking vehicles in the yard, on sidewalks, or any other area outside of designated lots is absolutely forbidden and will result in towing at the expense of the vehicle's owner. Vehicles having a BRC parking sticker are protected from towing in the BRC lots designated by their individual sticker, however, possession of a sticker does not guarantee Resident a parking space. Not all properties managed by BRC have parking spaces equal to the number of bedrooms for their property. If tenant is evicted due to unpaid rent, or any other lease violation, said Resident will have their parking privileges revoked and will be at risk of being towed if parked in a BRC lot.

33. **SMOKE DETECTORS AND FIRE EXTINGUISHERS** are installed in property and are in good working order as of the start date of this lease. If Resident suspects that a smoke detector or fire extinguisher is not operating properly, such should be reported to Bondurant Realty immediately. If a smoke detector is removed from its original location, or otherwise disabled, or if a fire extinguisher is used for any purpose other than dousing an emergency fire, Residents will be fined \$200.00 per offense, plus the cost of any necessary repairs/replacements.
34. **ABSENTEE RESIDENTS.** In the event that Residence is never occupied by one or more of the Residents named in this agreement (hereinafter referred to as "Absentee Resident(s)"), said Absentee Resident(s) will remain responsible for paying their share of the rent. Upon notification by the individual Resident that he/she will be an Absentee Resident, Bondurant Realty will lock the Absentee Resident(s)' empty bedroom(s). The occupying Resident(s) (hereinafter referred to as "Remaining Residents") hereby agree that said empty bedroom(s) will remain locked and will not be used by them or their guests. In the event that this agreement is breached by Remaining Residents by their using the empty bedroom(s) without the permission of both Bondurant Realty Corp. and the Absentee Resident(s), the Remaining Residents' Individual Monthly Rent will each immediately increase by their proportional share of the Absentee Resident(s)' Individual Monthly Rent. In such a case, the Remaining Residents also agree to accept complete responsibility for the condition of Residence and to release the Absentee Resident(s) from any obligations thereto.
35. **GUARANTOR SIGNATURES** may be a requirement of this Agreement, at the sole discretion of the owner/property manager. If guarantor signatures and/or security deposits are not received in full by all parties to this Agreement, BRC reserves the right to unilaterally void this Agreement and rent Residence to another party. In the event that BRC does not elect to void the Agreement, it will remain in effect without security deposits or guarantor statements on file.
36. **AGENCY DISCLOSURE** The undersigned does hereby acknowledge disclosure that Bondurant Realty Corporation, its employees and licensees, are agents of the Landlord/Owners for whom they manage properties, and that the undersigned is a non-client of Bondurant Realty Corporation.
37. **RESIDENTS AND GUARANTORS ACKNOWLEDGE THE READING AND UNDERSTANDING OF THIS LEASE AGREEMENT AND DO FURTHER ACKNOWLEDGE THAT THE LEASE, ADDENDUMS OR OTHER AUXILIARY DOCUMENTATION, WHERE APPLICABLE (including Application, Important Points, Guarantor Statement, Property Check-in and Vacating Check-out Forms, Condition Report, Lead-based Paint Disclosure, Pet Addendum, and Policy Handbook) ARE INCLUSIVE OF ALL TERMS AND CONDITIONS AS SET FORTH WITHIN THE FOUR PAGES CONSTITUTING THIS DOCUMENT.** Residents and Guarantors agree that the lease constitutes the entire agreement and understanding between the parties and no other, unless in writing and executed by all parties; any erasures, typographical changes or additions to the lease which are not authorized and executed by the Owner will be voidable but will not cancel or void the balance of the lease. Parties agree that neither party may rely on oral representation.
38. **ELECTRONIC SIGNATURES AND COMMUNICATION** It is agreed by all parties that in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service. Additionally, leasing agent reserves the right to send notices to Residents in electronic form to the email address provided on each Resident's application. If Resident should prefer to receive such notifications only in paper form, they must request such with the rental office.
39. **APPLICABLE LAW; AND VENUE: THIS LEASE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA (VIRGINIA LANDLORD-TENANT ACT VA. CODE ANN. 55-248.2, et seq), WHICH IS INCORPORATED HEREIN BY REFERENCE. THE PARTIES AGREE THAT PROPER VENUE FOR ANY ACTION INVOLVING THIS LEASE AGREEMENT OR ARISING OUT OF THIS LEASE AGREEMENT SHALL BE IN THE COURTS (General District Court, or Circuit Court, as the case may be) OF THE CITY OF RADFORD, VIRGINIA.**

INDIVIDUAL TERM RENT

\$«firstmonthhalf» First Month
 \$«monthlvrentnumeric» X «numberinstallment» Equal Installments of "Individual Monthly Rent"
 \$«lastmonthhalf» Last Month
 \$«total» Total

DATE	RESIDENT(S)	SIGNATURE(S)
	<u>«resident1»</u>	
	<u>«resident2»</u>	
	<u>«resident3»</u>	
	<u>«resident4»</u>	
	<u>«resident5»</u>	
	<u>«resident6»</u>	

 BONDURANT REALTY CORPORATION

 DATE



COPY



Revised November 15, 2016

Initial _____ / _____ / _____ / _____