

**2724 LFH Loft Apartment  
LEASE AGREEMENT**

LESSOR:

LESSEE:

TERM: 90-Day Short-Term or Longer Rental

PROPERTY: Loft Apartment at 2724 Lord Fairfax Hwy, Berryville, VA 22611

The above mentioned LESSOR does hereby agree to lease the subject PROPERTY to the LESSEE for the specified TERM under the following TERMS and CONDITIONS;

1. A. This lease will automatically be extended for successive 90 day terms at the end of the stated term and may be terminated by either party by giving 30 days' notice of the intent to terminate after the initial lease period by either email or regular USPS mail.  
  
B. The monthly rent shall be \$800.00 paid in advance to the LESSOR, received on or before the first day of each calendar month. Rent may be hand delivered or mailed. If paid in cash or money order, a receipt will be provided within five business days, if requested.  
  
C. If rental payment is received by the LESSOR after 5pm on the 3<sup>rd</sup> day of any calendar month or if any check is returned, a penalty of \$50 will be assessed against LESSEE.
2. A. Only LESSEE shall occupy the premises and use it only as a residential dwelling. "Occupy" defined as residing, living, or staying on the premises overnight for more than seven nights in a row. The LESSEE shall not, without written consent of LESSOR, use or allow to be used, the property for any purpose other than a residence, or assign this lease or sublet the PROPERTY in whole or in part. LESSEE shall not use the premises or permit any guests to use the premises for any commercial, criminal, or other unlawful activity, or to unreasonably interfere with the rights, comforts, or conveniences of their neighbor, the LESSOR.  
  
B. The LESSEE shall not make any alterations, additions, or improvements without written permission of LESSOR. No posters or stickers (political or otherwise) shall be applied to exterior of Dwelling Unit or visible outside windows.  
  
C. Utilities: The LESSEE shall be responsible for all utility bills when due. Water, sewer services, and driveway snow removal are provided without charge. LESSEE shall be responsible for snow removal on steps and landing leading to Loft Apartment. Trash will be collected weekly from outside can provided without charge. LESSEE shall not use the utilities in a wasteful manner. Electricity bills will be provided by LESSOR on the first of every month and LESSEE shall be responsible for paying amount due by 5pm on the 5<sup>th</sup> of every month in person or by USPS mail. LESSEE shall ensure that the heat is maintained at a temperature sufficient to prevent freezing of pipes during cold periods. Additionally, leaving cabinet doors open and adding provided anti-freeze to shower drain may be necessary during prolonged periods of freezing temperatures. Other specified utilities are the responsibility of LESSEE: internet service, television, and telephone. Installation of either of these utilities must be approved by and coordinated with LESSOR in advance.

D. After the first 90 days, LESSEE will be responsible for small repairs (up to \$50) as well as smoke detector battery replacement, light bulb replacement (same type and wattage), and furnace filter maintenance (replacing filter monthly) and will promptly notify LESSOR of any repairs needed to keep property in good condition, including, but not limited to: the plumbing, sanitation, electrical, heating or cooling system, as well as any leaks in the roof or evidence of structural damage. LESSEE shall not repair these defects or damages without obtaining prior, written permission of LESSOR. LESSEE shall take reasonable steps to prevent additional damage and LESSOR shall be responsible for all repairs necessary to keep the premises in a safe and habitable condition, except for negligent damage caused by the LESSEE or guests.

E. The LESSEE agrees to keep property clean and free of rubbish, to exercise due care and return it at end of lease, or renewal period, in original condition, normal wear and tear expected.

F. The subject property is a no pet, non-smoking unit and occupancy is limited to no more than 2 persons. In full disclosure, this unit has and will continue to have professional treatment to maintain a pest-free environment. If at all sensitive to these types of treatments, this unit is not for you.

G. A security deposit of \$1,600.00 (equal to 2 month's rent) is herewith paid to insure that terms of this agreement are met and will be refunded to LESSEE at the end of term or renewal, if provisions herein are met. Tenants are not entitled to have the security deposit applied to unpaid rent or late fees while tenant remains in occupancy.

H. Move-in Condition: LESSEE shall provide a "Move-In / Move-Out Condition Report" form for LESSOR to complete and return to LESSEE within five days. Unless LESSOR objects within five days of receipt of the completed form, the report shall be deemed conclusive evidence that the premises are as described in the report. LESSEE shall deliver the premises in a clean, safe, habitable condition, free of rodent and insect pests, free of visible mold, and with smoke detectors, utilities, and appliances in proper working condition.

LESSEE may request to be present at a move-out inspection, to be held within seventy-two hours of LESSEE's delivery of possession to the LESSOR. LESSOR shall notify LESSEE of the date and time of the move-out inspection in writing at least five days in advance.

3. A. The LESSOR shall have the right to inspect PROPERTY at any time to verify that provisions of this agreement are being met and quarterly with professional providing pest-management preventative treatments.

B. The LESSOR may re-enter PROPERTY and assume possession in the event of any breach of the terms of this agreement.

C. The LESSOR shall have the right to advertise the availability of PROPERTY and show it to prospective tenants, after reasonable notice, during the 30 days after notice of termination has been given.

4. A. If PROPERTY is destroyed in whole or in part by fire or is in any way rendered unfit for habitation, this agreement shall become null and void.

B. LESSOR shall not be responsible for damages to personal property of LESSEE or for injuries caused by LESSEE, others, or acts of God or nature. LESSEE is strongly encouraged to purchase insurance policy for renters.

C. LESSOR shall have loft apartment professionally cleaned after LESSEE vacates the property and deduct cleaning cost, cost of bed/kitchen/bath linen replacement, as needed, and cost of replacing inventory shortfalls from LESSEE deposit.

D. After termination of the tenancy and delivery of possession (including return of all keys), LESSEE shall provide written notice of forwarding address. LESSOR shall process the security deposit and provide LESSEE an itemized list of security deposit deductions.

WITNESS the following signatures

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LESSEE

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LESSEE

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LESSOR

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DATE