

T R PROPERTIES, INC.  
P.O. BOX 3565  
MARTINSVILLE, VIRGINIA 24115-3565  
(276) 666-1527

LEASE AGREEMENT

For your protection and ours, it is necessary that you comply with the provisions of this agreement and the requirements of the 'Residential Landlord Act' (Virginia Code 55 248-2-55-248).

This lease agreement is made this 30th DECEMBER 2009 and between T R Properties, Inc., Lessor and [REDACTED] Lessee(s), at the following address:

126 DEXTER STREET  
MARTINSVILLE VA 24112

This lease shall commence for the term of one-year beginning on JANUARY 1, 2010 and ending on DECEMBER 31, 2010.

RENT: The lessee(s) agrees to pay the rent of \$ 450.00 due and payable in twelve (12) monthly installments (~~\$ 5400.00~~). Payment is due on the first day of said lease. A late charge of ten percent (10%) is charged and accrued if rent is not received by Lessor within five (5) days of the due date. Rent shall be mailed to T R Properties, Inc., P.O. Box 3565, Martinsville, VA 24115-3565, or delivered in person to 25 Broad St, Suite 2A, Martinsville, VA 24112.

PRO-RATED RENT: The rent will be pro-rated for the month of 0 in the amount of 0. The rent amount of \$ 450.00 will be due on the first of JANUARY and every month afterwards.

BAD CHECKS: All returned checks shall be charged \$45.00 for each return, plus \$5.50 handling fee as charged to us by the bank. This charge is in addition to any late charge. Lessor shall have the option to request payment by cash, cashiers or certified check.

SECURITY DEPOSIT: Lessee(s) agrees to pay an additional sum of \$ 450.00 as a security deposit. This is due at lease commencement unless other arrangement is made. This deposit is held as security for the full and faithful performance of the terms and conditions of this agreement, not limited to, but including the return of the leased premises to the lessor at the end of the expiration of lease, together with all keys, fixtures, appliances, furnishings, etc., as noted in said lease, and in the same condition as when received, reasonable wear, excepted. Lessee(s) have no right to deduct the security deposit from the rental payment for the last month of any term of this lease agreement. Upon termination of lease, or vacating of premises, lessor has the right to inspect these premises. All damages shall be deducted from the security deposit. All cleaning necessary shall also be deducted. In the event the security deposit is insufficient to cover all costs incurred by lessor for the above, lessee(s) agrees to pay for all additional costs and charges due lessor promptly upon presentation of these charges. Lessee agrees that the security deposit may be transferred to a new owner, lessor, or agent of these premises, and release present lessor from any, and all, further liability of this security deposit.

WAIVER OF HOMESTEAD AND / OR POOR DEBTOR'S EXEMPTION: for the purposes of this Agreement, Tenants agree to waive Homestead and / or Poor Debtor's Exemption as provided under Virginia Law.

Initial [REDACTED]

PERSONAL PROPERTY: The following personal property is included:

Range  Refrigerator  Dish Washer ( ) Heat Pump ( )

Garbage Disposal ( ) Air Conditioner  Washer and Dryer Hookup

Lessee responsible for maintenance on Dish Washer, Garbage Disposal, and Washer and Dryer

UTILITIES: Lessee(s) shall be responsible for all utilities unless expressly specified in writing by lessor:

Lawn Maintenance Lessee shall be responsible for all lawn maintenance and landscaping.

Water & Sewer & Trash Pick-Up  Electricity  Heat  Gas  N/A  
(L) Lessor (X) Lessee(s)

**USE OF PREMISES:** The premises shall be used by lessee(s) as a private dwelling and no other purpose. These premises shall be occupied by no other person(s) except those persons and children listed on the application.

**PETS:** No dogs, cats, or other animals shall be kept on the premises without the prior written consent of the lessor.

**TRASH:** City and county ordinances require that all interior and exterior trash be placed in a covered container or dumpster (if provided).

**ALTERATIONS:** Except as provided below, you may not remodel or make any changes to your apartment or attach or remove any fixtures or equipment without our prior written consent. At our request, upon the expiration of your tenancy, you shall remove all fixtures and equipment added by you and return your apartment to its original condition at the beginning of your tenancy, at your cost and expense. In the event you fail to do so, we may make all necessary repairs and bill you for same. You agree to pay such costs immediately upon billing by us.

**INSPECTION AND ACCESS:** Lessor may enter said premises for inspections, maintenance, or repairs at reasonable times, or with lessor's agent. Notification by lessor shall be made, if possible. Agents of lessor may also enter for professional and legitimate purpose.

**MOVE-IN INSPECTION:** An inspection shall be made within five (5) days of lease commencement by lessor and lessee(s). Both parties will note any defects, damage, or discrepancies and stipulate them in writing.

**USE AND OCCUPANCY:** Lessee(s) agrees to abide by all federal, state, and county or city laws, and prohibit disorderly conduct and offensive behavior. Lessee(s) shall respect the rights, comfort, and privacy of others. Lessee(s) agrees to keep all appliances and furnishings in a good state of cleanliness and repair. Lessee(s) must be in compliance with all state and county ordinances and not keep any unregistered vehicles on this property. Lessee(s) will be responsible for replacement of all air filters after move-in and will be held responsible for any damages that have occurred due to non replacement of said filter. Lessee(s) will be responsible for the replacement of the 9-volt battery in the smoke detectors after move-in date. Lessee(s) will be responsible for all light bulbs. Lessee responsible for a Fire Extinguisher in Kitchen.

Lessee(s) shall use water closets and other plumbing fixtures only for the purpose for which they were installed and not to place sweepings, rubbish, rags, or other articles in such fixtures. Lessee(s) shall not suspend any signs, advertisements, or notices upon or from any part of the property without the written consent of Lessor. Lessee(s) shall not place an iron, safe, waterbed, or any other heavy articles on the premises without the written consent of Lessor and shall be liable to landlord for all damages resulting from the placement or moving of any such articles. Lessee(s) shall not use any harsh or abrasive cleaning compounds or solvents on any asphalt and tile floors and to use only waxes of a water emulsion type. Lessee(s) shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises (including fixtures, facilities, and appliances) or permit any person(s) to do so whether known by the Lessee(s) or not, and Lessee(s) shall be responsible for any damages caused by his failure to comply with this requirement. Lessee(s) shall give the Lessor prompt notice of any such damages. Lessee(s) shall conduct himself and require other persons on the premises whether known by the Lessor or not, to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises. Lessee(s) shall not use the premises and not permit the premises to be used for any activity, which is illegal under federal, state and local law ordinances. Lessee(s) will not use or keep in the dwelling any explosives, kerosene, inflammable or combustible materials (including kerosene heaters) or otherwise use or permit the use of the premises in any manner which would increase the rate of fire or other insurance concerns on the premises. Lessee will not install any satellite equipment or dishes on property. Lessee(s) agrees to keep doors and windows closed during rain and snow and to maintain utilities to prevent freezing of pipes and heating/cooling systems, or other damages caused by negligence of Lessee(s). A violation of the rules and regulations set forth in this lease, and such additional rules and regulations imposed by lessor or Agent as permitted by law, shall be considered a breach of the lease for which Lessor shall be entitled to appropriate relief.

**CONDUCT:** Lessee agrees not to cause, or to allow any household member, guest, invitee or licensee to engage in any conduct on the leased premises, which is disorderly, disruptive, unlawful, or constitutes a nuisance. The prohibition of possession, use, transfer, or sale of illegal drugs; indecent exposure; the use of vulgar, profane, offensive, threatening or abusive language which can be heard from adjacent or public properties, or any other conduct which amounts to a nuisance or a breach of the peace. Any such conduct shall be treated as non-compliance with these rules and regulations, and will result, and will result in a breach of lease and will be a material default thereof. Non-Compliance of any Rules and Regulations will constitute grounds for termination of the lease agreement and Lessee will be required to vacate the property within thirty (30) days from the date of the notice. Any notice to vacate will be mailed via the U S Postal Service, delivered by the Landlord's agent, and/or posted on the front door of the dwelling. Lessee authorizes any dissemination of information with regard to this lease and Lessor:

**PARKING:** Only park vehicles in designated areas provide by Lessor. No vehicles without current registration and city or county stickers are allowed on premises. No repair work is to be done in parking areas.

**DAMAGES TO PREMISES:** The Lessor agrees to make all repairs to keep your premises in a fit and habitable condition with reasonable promptness after receiving written notice for you of necessary services, except for the replacement of broken glass, which is entirely your responsibility. In the event of damage or defects to the property or its equipment, other than reasonable wear and tear, you will be held responsible and agree to pay promptly all cost incurred by us in making necessary repairs. You agree to notify us immediately of any defect or damage to the premises or its equipment, whether caused by you or not so that necessary repairs can be made to prevent further deterioration or damage. If you fail to notify us promptly and further damage or deterioration results, you may be held responsible for such further damage or deterioration and its repair.

**BODILY INJURY AND PROPERTY DAMAGE:** Lessor is not an insurer of lessee(s)'s personal property. Lessor shall not be liable to lessee(s)'s guests or agents for any bodily, or property damage suffered by lessee(s), guests, or agents of lessee(s), including anyone who unlawfully enter the premises. Lessee shall be required to obtain renters insurance. Lessee shall provide Lessor with a copy of their certificate of insurance.

**INSURANCE:** Lessee(s) covenants that lessee(s) shall protect by adequate insurance any "liability and personal property" injury or damages from whatever cause to lessee's person or property of those on the premises with the consent of Lessee. Lessee shall indemnify and hold Lessor harmless from any claims arising from such injury or damage, but this provision shall not be construed to relieve Lessor of any liability to Lessee imposed by law.

**INDEMNIFICATION:** Lessee(s) shall release from any and all liability, and indemnify the lessor, the lessor's agents from, and against all losses, expenses, and liabilities incurred by lessee(s), lessee(s)'s agents or guests. Lessor shall not be responsible for damages caused by, or resulting from malfunction of any plumbing, electrical, or other obstructions, nor for any injury or damage to personal property of lessee(s), lessee(s)'s agents or guests.

**SUBLEASE:** A sublease is prohibited without the express consent of the lessor in writing.

**ABANDONMENT:** Lessor may legally take action to remove property from the leased premises, and to restore and dispose of property considered to be abandoned, and apply said funds to any money due to lessor by the lessee(s), its agents or guests.

**TERMINATION OF LEASE:** Lessee is required to provide a written notification to the Lessor, 30 days prior to termination of said lease. The lease will automatically be renewed on a month to month lease by lessor upon notification of the lessee if lease is not terminated. If lease is terminated the lessee is still required to provide a written notification to the Lessor, 30 days prior to vacating the premises.

**EARLY TERMINATION:** In the event the resident terminates the lease prior to the termination date, as stated herein, the resident agrees to pay such charges as requested for the lease termination. These charges may include, but are not limited to (1) payment of rent until apartment is rented, (2) loss of deposit at move out, (3) payment of lease in full at move out. Payment of the early termination requirement does not release the resident from any damages to the apartment as a result of his/her occupancy. Lessee shall be responsible for all legal fees and any other fees or expenses to re-rent this apartment.

**ASSIGNMENT:** Lessor may assign this lease or any of its rights at anytime, or may mortgage, or execute a deed of trust covering all, or part of these premises. Lessee(s) shall not assign this lease, nor release any liability for the full performance of this lease.

**BREACH OF CONTRACT:** This lease is null and void if rent is not paid on due date, there is illegal use of these premises, legal proceedings against lessee(s) to levy or dispose of lessee(s)'s leasehold interest in leased premises. Lessor will have right to sue for rent, enter and take claim for all damages. If lessor pursues legal remedies, lessee(s) is liable and responsible for: all past due rent and other charges, all additional rent accrued until the expiration of the term of said lease, all late charges, all expenses incurred by lessor for cleaning, painting, and repairs due to negligence of lessee(s), all court costs, all attorney fees, incurred by lessor, and a collection fee equal to 25% of judgement amount and all additional expenses and fees.

**BREACH BY LESSOR:** Lessor must comply with all laws, which affect a lessee(s)'s safety. Lessee(s) may give written notice to lessor to identify any such condition on said premises, and allow a reasonable amount of time to correct any such condition. Lessee(s) shall not have the right to terminate this lease because of conditions caused by negligent or intentional acts of lessee(s) its agents, or guests.



To: Owners, and Tenants & Purchasers  
of Housing Constructed  
before 1978

# Notification

## Watch Out For Lead-Based Paint Poisoning

This property was constructed before 1978. There is a possibility it contains lead-based paint. Please read the following information concerning lead-based paint poisoning.

### Sources of Lead Based Paint

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

### Hazards of Lead-Based Paint

Lead poisoning is dangerous - especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

### Symptoms of Lead-Based Paint Poisoning

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-based paint.

### Advisability and Availability of Blood Lead Level Screening

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is identified as having an elevated blood lead level, you should immediately notify the Community

Development or other agency to which you or your landlord is applying for rehabilitation assistance so the necessary steps can be taken to test your unit for lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate that hazard.

### Precautions to Take to Prevent Lead-Based Paint Poisoning

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, chipping, or powdering? If so, there are some things you can do immediately to protect your child:

- Cover all furniture and appliances;
- Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, window wells and ceilings;
- Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. **DO NOT BURN THEM!**
- Do not leave paint chips on the floor in window wells. Damp mop floors and window sills in and around the work area to remove all dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important; and
- Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

### Homeowner Maintenance and Treatment of Lead-Based Paint Hazards

As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before repainting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainted with two (2) coats of non-lead paint. Instead of scraping and repainting,

the surface may be covered with other such as wallboard, gypsum, or paneling that when lead-based paint is removed, flaking or sanding, a dust is created, which is hazardous. The dust can enter the body breathing it or swallowing it. The use of paint removers could create a vapor or which may cause poisoning if inhaled a long period of time. Whenever possible removal of lead-based paint should take when there are no children or pregnant on the premises. Simply painting over lead-based paint surfaces does not get the hazard. Remember that you as a parent play a major role in the prevention of poisoning. Your actions and awareness the lead problem can make a big diff

### Tenant and Homebuyer Responsibility

You should immediately notify the ma office or the agency through which you leasing your home if the unit has flaking, powdering or peeling paint, water from plumbing, or a defective roof. You operate with that office's effort to repa

I have received a copy of the Notification entitled "Watch Out for Lead Paint"

12-31-09

Date

Print Full Name

Signature

Supplemental Information:

For general information or to obtain copies of the final rule, pamphlet or background materials, contact the National Lead Information Clearinghouse (NLIC), toll free, at (800-424-LEAD) or FAX requests to the NLIC at (202) 659-1192. You may also contact our office at 1-804-783-6731 (Housing Management Special Programs) for assistance.

8-729-1 1A

LEASE ATTACHMENT  
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not properly managed. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE

A. Presence of lead-based paint and/or lead-based paint hazards [Check (1) or (2) below]:

1.  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

2.  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and reports available to the lessor [Check (1) or (2) below]:

1.  Lessor has provided the lessee with all available reports pertaining to lead-based paint and/or lead-based paint hazard in the housing (list documents below):

2.  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

LESSEE'S ACKNOWLEDGMENT (initial)

           Lessee has received copies of all information listed above.



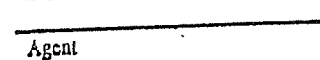
           Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

AGENT'S ACKNOWLEDGMENT (initial)

           Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signatures: 	Date <u>12-30-09</u>	Lessor	Date
	Date <u>12-31-09</u>	Lessee	Date
	Date	Agent	Date