

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 2<sup>nd</sup> AUGUST 2013 and between T R Properties, Inc., Lessor and [REDACTED] Lessee(s), at the following address:

216 College STREET APT. #1  
MARTINSVILLE, VA. 24112

This lease shall commence for the term of one-year beginning on AUGUST 15, 2013 and ending on AUGUST 14, 2014.

RENT: The lessee(s) agrees to pay the rent of \$ 450.00 due and payable in twelve (12) monthly installments (\$450.00). 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 AUGUST in the amount of 225.00. The rent amount of \$ 450.00 will be due on the first of September and every month afterwards.

BAD CHECKS: All returned checks shall be charged \$45.00 for each return, plus a \$5.50 handling fee as charged to us by the bank. This charge is in addition to any late charges. 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

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:

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 is required to keep 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 and shall furnish Lessor with a copy of the certificate of insurance within ten (10) days.

**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 Lessor 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 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.

**WITHOLDING OF RENT:** Lessee(s) may not withhold rent because of conditions on said premises, unless written notice has been given and lessor has failed to perform the required actions, within a reasonable period of time.

**HOLDING OVER:** In the event tenancy is terminated for any reason provided in this agreement, and you shall remain in possession thereafter, you shall be considered a hold-over tenant and we shall have the right to remove you and your possessions from the premises as provided by law in order to regain possession of the premises.

**RENTAL APPLICATION:** Your application for rental was relied upon in accepting you as a resident. Only persons listed on the application are permitted to live on the premises. If at any time during the term of the lease the persons living on the premises change from the persons shown on the application, you must notify and receive approval of this agreement. Until approval is given, you will be held responsible for any damages or cost incurred. Lessor shall avail himself of all rights and remedies to which he is entitled by law.

**NOTICES:** All notices required by this lease shall be in writing and delivered in person or by mail by either party. We require your rent to be paid by check or money order (NO CASH).

**GOVERNING LAW:** This lease is entered into under the laws of the Commonwealth of Virginia. This agreement and any attached addendums constitute the entire agreement, and no oral agreement form either party is binding upon the lessor and/or lessee(s), heirs, or executors or either party, in accordance with the ' Virginia Residential Landlord Act'.

Lessee hereby affirms that he or she \_\_\_\_\_ IS X IS NOT a member of any branch of the military service.

Lessee hereby affirms that he or she \_\_\_\_\_ IS \_\_\_\_\_ IS NOT a member of any branch of the military service.

This agreement is hereby accepted by the parties below on this date: 8-2-13.

Lessee

SS#

Employer

Lessee

SS#

Employer

Lessor: TR Properties, Inc.

Witness

Date

August 2, 2013

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

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. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also read the 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 and reports pertaining to lead-based paint and/or lead-based paint hazards 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 provided is true and accurate.

Signature:

Lessor

Date

Lessor

Date

Lessee

Date

Lessee

Date

Agent

Date

Agent

Date

# Notification

## Watch Out For Lead-Based Paint Problems

This property was constructed before 1978. There is a possibility it contains lead-based paint. Please read the following information about 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 lead-based paint. Instead of scraping and repainting,

the surface may be left such as wallboard, gypsum or masonry, a dust hazard. The dust of breathing it or swallowing paint removal could which may cause pose long period of time. W removal of lead-based when there are no child on the premises. Sweep lead-based paint just the hazard. Remember play a major role in poisoning. Your action the lead problem can

Tenant and Homeowner. You should immediately office or the agency in charging your home if chipping, powdering or peeling from plumbing, or a de operate with that office

I have received and read the enclosed "Watch Out

8-2-13

Date

Print Full Name

Signature

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 10th July 2017 and between T.R. Properties, Inc., Lessor and [REDACTED] Lessee(s), at the following address:

216 College STREET APT 2  
Martinsville, VA 24112

This lease shall commence for the term of one-year beginning on 7-13-17 and ending on 7-12-18.

RENT: The lessee(s) agrees to pay the rent of \$ 450.00 due and payable in twelve (12) monthly installments (\$400.00). 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 July in the amount of 285.00. The rent amount of \$ 450.00 will be due on the first of August and every month afterwards.

BAD CHECKS: All returned checks shall be charged \$45.00 for each return, plus a \$5.50 handling fee as charged to us by the bank. This charge is in addition to any late charges. 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.

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Initial [REDACTED]

PERSONAL PROPERTY: The following personal property is included:

Range ☒ Refrigerator ☒ Dish Washer ☐ Heat Pump ☐

Garbage Disposal ☐ Air Conditioner ☒ Washer and Dryer ☐

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(L) Lessor (X) Lessee(s)

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**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 and shall furnish Lessor with a copy of the certificate of insurance within ten (10) days.

**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 Lessor 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 to 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.

**WITHOLDING OF RENT:** Lessee(s) may not withhold rent because of conditions on said premises, unless written notice has been given and lessor has failed to perform the required actions, within a reasonable period of time.

**HOLDING OVER:** In the event tenancy is terminated for any reason provided in this agreement, and you shall remain in possession thereafter, you shall be considered a hold-over tenant and we shall have the right to remove you and your possessions from the premises as provided by law in order to regain possession of the premises.

**RENTAL APPLICATION:** Your application for rental was relied upon in accepting you as a resident. Only persons listed on the application are permitted to live on the premises. If at any time during the term of the lease the persons living on the premises change from the persons shown on the application, you must notify and receive approval of this agreement. Until approval is given, you will be held responsible for any damages or cost incurred. Lessor shall avail himself of all rights and remedies to which he is entitled by law.

**NOTICES:** All notices required by this lease shall be in writing and delivered in person or by mail by either party. We require your rent to be paid by check or money order (NO CASH).

**GOVERNING LAW:** This lease is entered into under the laws of the Commonwealth of Virginia. This agreement and any attached addendums constitute the entire agreement, and no oral agreement form either party is binding upon the lessor and/or lessee(s), heirs, or executors or either party, in accordance with the ' Virginia Residential Landlord Act'.

Lessee hereby affirms that he or she \_\_\_\_ IS ☒ IS NOT a member of any branch of the military service.

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This agreement is hereby accepted by the parties below on this date: 7-10-17.

\_\_\_\_\_  
Lessee  
\_\_\_\_\_  
SS#  
\_\_\_\_\_  
Employer  
\_\_\_\_\_  
Lessee  
\_\_\_\_\_  
SS#  
\_\_\_\_\_  
Employer  
\_\_\_\_\_  
Lessor: T R Properties, Inc.

Witness

July 10, 2017  
Date

# Notification

## Watch Out For Lead-Based Paint

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

There is a possibility it contains lead-based paint. Please read the following for lead-based paint poisoning.

### Sources of Lead-Based Paint

The interior 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 somnolence and vomiting? Does he or she complain about headaches? Is your child unwilling to play? There 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 get 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. Dump 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 just such as wallpaper, tape that when lead-based paint is removed, a dust is hazardous. The dust on breathing it or swallow paint removal could be which may cause quite long period of time. If removal of lead-based paint when there are no child on the premises. Simply lead-based paint just the hazard. Repainting play a major role in poisoning. Your best idea lead protection can

Tenant and Homeowner. You should immediately office or the Agency in cleaning your home if chipping, powdering or peeling from plumbing, or a de operates with that office

I have received a notice "Watch Out"

7-10-2017

Date

Print Full Name

Signature

Date

7-10-2017

Print Name

Signature

Supplemental Information:

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

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

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also read 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 and reports pertaining to lead-based paint and/or lead-based paint 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 provided is true and accurate.

Signatures:

Lessor

Date

Lessee

Date

Agent

Date

Lessor

Date

Lessee

Date

Agent

Date

T R Properties, Inc.  
P. O. Box 3565  
Martinsville, VA 24115-3565  
276-666-1527

Addendum to Lease Agreement

This Addendum to the Lease Agreement between T R Properties, Inc. (Lessor) and  
[REDACTED]  
(Lessee)

dated 7-10-17 which commenced on \_\_\_\_\_ and ends  
on \_\_\_\_\_ is as follows:

Premises: Lessee hereby leases from Lessor the premises known as:

216 College St. #2 Martinsville, VA

Term: The term of this addendum shall coincide with the Lease Agreement, beginning  
on \_\_\_\_\_ and ending on \_\_\_\_\_.

T R Properties Inc. will have Southwestern Virginia Gas put the utility bill for gas  
usage at 216 College St. #2 Martinsville VA in our name. The tenants'

[REDACTED] agree to reimburse

T R Properties the amount due each month and a monthly service fee of \$2.00.

All other Terms and Conditions of the Lease Agreement remain unchanged.

The above conditions are agreed upon by Lessor and Lessee. This agreement shall  
commence on \_\_\_\_\_

[REDACTED]  
T R Properties, Inc.,

Lessor

7-10-2017  
Date

[REDACTED]  
Lessee

7-10-2017  
Date

[REDACTED]  
Lessee

7-10-2017  
Date

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 26<sup>th</sup> AUGUST 2019 and between T R Properties, Inc., Lessor and [REDACTED] Lessee(s), at the following address:

216 COLLEGE STREET APT. 3  
MARTINSVILLE VA. 24112

This lease shall commence for the term of one-year beginning on SEPT. 1, 2019 and ending on AUGUST 31, 2020.

RENT: The lessee(s) agrees to pay the rent of \$ 450.00 due and payable in twelve (12) monthly installments (\$ 400.00). 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 N/A in the amount of N/A. The rent amount of \$ 450.00 will be due on the first of SEPTEMBER and every month afterwards.

BAD CHECKS: All returned checks shall be charged \$45.00 for each return, plus a \$5.50 handling fee as charged to us by the bank. This charge is in addition to any late charges. 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 hook-up

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:

Water & Sewer & Trash Pick-Up ☐ Electricity ☒ Heat ☒ Gas ☒  
(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 is required to keep 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. All clogged drains requiring a service call will be charged to the Lessee. 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.

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**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 Lessor imposed by law.

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**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.



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**GOVERNING LAW:** This lease is entered into under the laws of the Commonwealth of Virginia. This agreement and any attached addendums constitute the entire agreement, and no oral agreement form either party is binding upon the lessor and/or lessee(s), heirs, or executors or either party, in accordance with the 'Virginia Residential Landlord Act'.

Lessee hereby affirms that he or she \_\_\_\_\_ IS ☒ IS NOT a member of any branch of the military service.

Lessee hereby affirms that he or she \_\_\_\_\_ IS \_\_\_\_\_ IS NOT a member of any branch of the military service.

This agreement is hereby accepted by the parties below on this date: 8-30-19.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
SS#

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
SS#

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Lessor: T R Properties, Inc.

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Date August 30, 2019

# Notification

## Watch Out For Lead-Based Paint Poison

This property was constructed before 1978. There is a possibility it contains lead-based paint. Please read the following information about 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? There 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. Dump 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 such as wallboard, gypsum, or that when lead-based paint is re- ing or sanding. A dust is created hazardous. The dust can enter the breathing it or swallowing it. If paint removal could create a situation which may cause poisoning if it is long period of time. Whenever removal of lead-based paint also when there are no children or p on the premises. Simply painting lead-based paint surfaces does the hazard. Remember that you play a major role in the prevention poisoning. Your actions and the lead problem can make a

### Tenant and Homebuyer Responsibilities

You should immediately notify office or the agency through which you are leasing your home if the unit is being, powdering or peeling paint from plumbing, or a defective to operate with that office's effort

☒ I have received a copy of entitled "Watch Out for Lead

8-30-19

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 Information Clearinghouse (NLIC), toll free, at (800-424-LEAD) or FAX requests to the NLIC at (202) 659-1192. You also contact our office at 1-804-783-6731 (Housing Management Special Programs) for assistance.

**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. 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 an 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 and reports pertaining to lead-based paint and/or lead-based paint 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 provided is true and accurate.

Signatures:

Lessor

Date

8-30-19

Lessee

Date

8-30-19

Agent

Date

Lessor

Date

Lessee

Date

Agent

Date

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 3-8-19 and between T R Properties, Inc.,  
Lessor and [REDACTED] Lessee(s),  
at the following address:

216 College Street Apt. 4  
Martinsville VA 24112

This lease shall commence for the term of one-year beginning on 3-8-19 and ending  
on 3-7-20.

RENT: The lessee(s) agrees to pay the rent of \$ 400.00 due and payable in twelve (12)  
monthly installments (\$400.00). 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 March in the amount of  
297.00. The rent amount of \$ 400.00 will be due on the first of APRIL and  
every month afterwards.

BAD CHECKS: All returned checks shall be charged \$45.00 for each return, plus a \$5.50 handling  
fee as charged to us by the bank. This charge is in addition to any late charges. 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 \$ 400.00 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 ☐

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:

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 is required to keep 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. All clogged drains requiring a service call will be charged to the Lessee. 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 and shall furnish Lessor with a copy of the certificate of insurance within ten (10) days.

**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 Lessor 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 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.

**WITHOLDING OF RENT:** Lessee(s) may not withhold rent because of conditions on said premises, unless written notice has been given and lessor has failed to perform the required actions, within a reasonable period of time.

**HOLDING OVER:** In the event tenancy is terminated for any reason provided in this agreement, and you shall remain in possession thereafter, you shall be considered a hold-over tenant and we shall have the right to remove you and your possessions from the premises as provided by law in order to regain possession of the premises.

**RENTAL APPLICATION:** Your application for rental was relied upon in accepting you as a resident. Only persons listed on the application are permitted to live on the premises. If at any time during the term of the lease the persons living on the premises change from the persons shown on the application, you must notify and receive approval of this agreement. Until approval is given, you will be held responsible for any damages or cost incurred. Lessor shall avail himself of all rights and remedies to which he is entitled by law.

**NOTICES:** All notices required by this lease shall be in writing and delivered in person or by mail by either party. We require your rent to be paid by check or money order (NO CASH).

**GOVERNING LAW:** This lease is entered into under the laws of the Commonwealth of Virginia. This agreement and any attached addendums constitute the entire agreement, and no oral agreement from either party is binding upon the lessor and/or lessee(s), heirs, or executors or either party, in accordance with the 'Virginia Residential Landlord Act'.

Lessee hereby affirms that he or she \_\_\_\_\_ IS ☒ IS NOT a member of any branch of the military service.

Lessee hereby affirms that he or she \_\_\_\_\_ IS \_\_\_\_\_ IS NOT a member of any branch of the military service.

This agreement is hereby accepted by the parties below on this date: 3-8-19

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
SS#

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
SS#

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Lessor: T R Properties, Inc.

\_\_\_\_\_  
Witness

3-8-19  
Date

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 about 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? There 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 such as wallboard, gypsum, or plaster that when lead-based paint is peeling or cracking, a dust is created, hazardous. The dust can enter the breathing system or be swallowed. The paint remover could create a vapor which may cause poisoning if in long period of time. Whenever removal of lead-based paint shows when there are children or people on the premises. Simply painting lead-based paint surfaces does not protect. Remember that you play a major role in the prevention of poisoning. Your actions and a lead problem can make a big difference.

### Tenant and Homebuyer Responsibilities

You should immediately notify the office or the agency through which you are leasing your home if the unit has peeling, cracking, chipping, or powdering of paint from plumbing, or a defective roof or other condition that may cause lead poisoning.

I have received a copy of the notice titled "Watch Out for Lead

March 8, 2016

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 Information Clearinghouse (NLIC), toll free, at (800-424-LEAD) or FAX requests to the NLIC at (202) 859-1192. You also contact our office at 1-804-783-6731 (Housing Management Special Programs) for assistance.

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

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. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessor disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a 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 and reports pertaining to lead-based paint and/or lead-based paint 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 provided is true and accurate.

Signatures:

Lessor

Date

3-8-19  
March 8, 2019

Lessor

Date

Lessee

Date

Lessee

Date

Agent

Date

Agent

Date

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 3-28-22 and between T R Properties, Inc.,  
Lessor and [REDACTED] Lessee(s),  
at the following address:

216 College Street #5  
Martinsville Va 24112

This lease shall commence for the term of one-year beginning on 4-1-22 and ending  
on 3-31-23

RENT: The lessee(s) agrees to pay the rent of \$ 425.00 due and payable in twelve (12)  
monthly installments (\$ 51.00 per month). 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 N/A in the amount of  
N/A. The rent amount of \$ 425.00 will be due on the first of APR 1 and  
every month afterwards.

BAD CHECKS: All returned checks shall be charged \$45.00 for each return, plus a \$5.50 handling  
fee as charged to us by the bank. This charge is in addition to any late charges. 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 \$ 425 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 ☐

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:

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 is required to keep 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. All clogged drains requiring a service call will be charged to the Lessee. 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 other which 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 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 and shall furnish Lessor with a copy of the certificate of insurance within ten (10) days.

**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 Lessor 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 to 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.

**WITHOLDING OF RENT:** Lessee(s) may not withhold rent because of conditions on said premises, unless written notice has been given and lessor has failed to perform the required actions, within a reasonable period of time.

**HOLDING OVER:** In the event tenancy is terminated for any reason provided in this agreement, and you shall remain in possession thereafter, you shall be considered a hold-over tenant and we shall have the right to remove you and your possessions from the premises as provided by law in order to regain possession of the premises.

**RENTAL APPLICATION:** Your application for rental was relied upon in accepting you as a resident. Only persons listed on the application are permitted to live on the premises. If at any time during the term of the lease the persons living on the premises change from the persons shown on the application, you must notify and receive approval of this agreement. Until approval is given, you will be held responsible for any damages or cost incurred. Lessor shall avail himself of all rights and remedies to which he is entitled by law.

**NOTICES:** All notices required by this lease shall be in writing and delivered in person or by mail by either party. We require your rent to be paid by check or money order (NO CASH).

**GOVERNING LAW:** This lease is entered into under the laws of the Commonwealth of Virginia. This agreement and any attached addendums constitute the entire agreement, and no oral agreement from either party is binding upon the lessor and/or lessee(s), heirs, or executors or either party, in accordance with the 'Virginia Residential Landlord Act'.

Lessee hereby affirms that he or she IS ☒ IS NOT a member of any branch of the military service.

Lessee hereby affirms that he or she IS ☐ IS NOT a member of any branch of the military service.

This agreement is hereby accepted by the parties below on this date: \_\_\_\_\_.

Lessee

SS#

Employer

Lessee

SS#

Employer

Lessor: T R Properties, Inc.

Witness

Date

3-29-22

# 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 about 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 pigment may also have been used on outside porches, railings, porches, 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 their 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 usually 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? There 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 sometime 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 stop your rent for lead-based paint removal. If your rent does have lead-based paint, you may be eligible for assistance to cover that cost.

### 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 cracking? If so, there are some things you can do immediately to protect your child:

- Cover all furniture and appliances;
- Get a vacuum or stiff brush and remove all loose pieces of paint from walls, woodwork, window sills and ceilings;
- Scrape 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 floors and walls clean 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 leaky 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 blasting the loose paint from the surface, then covered with two (2) coats of non-lead paint instead of scraping and repainting.

the surface may be covered with such as wallpaper, linoleum, or put that when lead-based paint is rising or missing, a dust is created. Lead-based paint can also enter the breathing air or environment. The paint themselves could create a very long period of time. However, removal of lead-based paint does when there are no children or go on the premises. Simply painting lead-based paint without dust the bottom. Remember that you play a major role in the process poisoning. Your actions and in the lead problem can make a big

### Tenant and Homeowner Rights

You should immediately notify the office or the agency through which you are leasing your home if the rent is being paid, providing or paying paint from plumbing, or a defective not operate with that office's effort.

☒ I have received a copy of the content "Watch Out for Lead

8/13/22

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 Information Clearinghouse (NIC), toll free, at (800-424-LEAD) or FAX requests to the NIC at (202) 659-1192. You also contact our office at 1-804-783-6731 (Housing Management Special Programs) for assistance.

**LEASE ATTACHMENT**

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD**

**LEAD WARNING STATEMENT**  
This lease is for a dwelling that may contain lead-based paint, paint chips, and dust which pose health hazards to children and pregnant women. Before renting this dwelling, the lessee should be provided with a copy of the lead-based paint hazard information pamphlet, "Protect Your Family from Lead in Your Home," and a copy of the lead-based paint hazard information. The lessee should read and understand the information and take appropriate steps to avoid lead-based paint hazards in the dwelling. Lessee must also read and understand the lead-based paint hazard information pamphlet, "Protect Your Family from Lead in Your Home," and a copy of the lead-based paint hazard information.

**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 records and reports pertaining to lead-based paint and/or lead-based paint 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 provided is true and accurate.

|           |  |         |      |        |      |
|-----------|--|---------|------|--------|------|
| Signature |  |         |      |        |      |
| Lessor    |  | 3-29-22 | Date | Lessor | Date |
| Lessee    |  | 8-3-22  | Date | Lessee | Date |
| Agent     |  |         | Date | Agent  | Date |