

**MOLDEN REAL ESTATE
2400 VALLEY AVENUE
WINCHESTER, VA 22601
(540)662-4116**

Revised Sept 1, 2015

RESIDENTIAL RENTAL CONTRACT

Lease Made and Dated:

Tenant Name(s):

Length of Term:

Processing Fee: \$ Renters Insurance: Yes or No

Monthly Payment: \$ Security Deposit: \$ Pet Deposit: \$ {Per Pet}

Rent is due the 1st day of the month and payable at 2400 Valley Avenue, Winchester VA 22601. Rent checks shall be made payable to Molden Real Estate.

Lease Period: The following apply to the lease period:

1. When the effective date is the first day of the month, the lease period shall commence on that date.
2. When the effective date is any date other than the first day of the month, the lease period shall be the first day of the month following the effective date.
3. Upon the fulfillment of the original lease term but not upon earlier termination the lease shall automatically renew for another year, under the same terms and conditions excepting any rent increases. At the end of the original term either party may end this agreement provided the other party is notified in writing at least 30 days prior to the intended termination date. A tenant cannot break this lease agreement before its scheduled expiration date, except as provided by law of the State of Virginia for military personnel. There will be no sub leasing allowed

Rent: The monthly rent shall be due on or before the first day of each month in advance. If rent is not received by the end of the 10th day of the month, the Tenant shall be default. Rents received after the 10th shall be assessed a 5% late fee. For any check that does not clear the bank the Tenant shall be assessed a \$35 fee.

Deposit: A security deposit of one (1) month's rent shall be paid at the time of the execution of this contract, to be held by the Landlord to cover damage to the premises, or unpaid utilities. A non REFUNDABLE pet deposit of \$200 shall be required at the execution of this contract for those tenants desiring to keep one small pet on the premises or at any time during the lease term. Other than ordinary wear, the Tenant shall remain liable for the amount of the foregoing costs with the deposit to be applied to the total amount due. All monies received will be first applied to the deposit. A \$15 fee will be held for pest control inspection—NO EXCEPTIONS The security deposit subtracting listed charges will be returned within forty-five (45) days from the last day of the lease period. .

Expenses will be paid as follows:

	Electricity	Heat	Water/Sewer	Lawn Care	Snow Removal	Stove/Fridge	Hot Water
Landlord's Responsibility							
Tenant's Responsibility							

Utilities: The Tenant agrees that all utilities will remain on and in the Tenant's name during the term of the lease. The Tenant agrees that only the utilities provided will be used at any time.

Smoke Detectors & /or Carbon Monoxide Detector: The Tenant acknowledges the existence of a working smoke detector and carbon monoxide detectors (where applicable) on the premises. Tenant agrees to keep working batteries in monitors or agrees to be charged by Molden Real Estate for battery upkeep. As of this date, the Tenant assumes responsibility as to the functioning of the detectors. Any problem, defect, malfunction, or failure of the detector must be brought to the attention of the Property Manager. Molden Real Estate will repair or replace the detector within five (5) business days of such notification. Molden Real Estate will replace batteries upon request. Upon move out the Tenant shall be responsible for _____ smoke detector(s) and _____ carbon monoxide detector(s) to remain in the unit. Replacement fee shall be as follows: Smoke detectors- \$18 each and carbon monoxide detectors- \$60 each. This shall acknowledge that the Tenant(s) have read this addendum and that it places a duty on the Tenant(s) to regularly test the smoke detectors and/or carbon monoxide detectors and report any problems to Molden Real Estate.

Inspection Report: It is the responsibility of the Tenant to report in writing to management within five (5) business days after taking possession of premises any defects in the property including those items the Tenant wants the Landlord to repair.

Occupancy: The premises will be occupied by _____ adults and _____ children, who agree to comply with all applicable laws and statutes, along with any written rules and regulations established by the Landlord and shall not decorate or modify the residence without written permission of the Landlord. The Tenant shall maintain the premises and the rest of the property in a clean and neat manner and do nothing to disturb the occupancy of other tenants or violate any public law, regulation, or ordinance. The Tenant agrees the property is to be used for residential housing only. Home businesses will be permitted if they comply with ordinances of the locality. The Tenant agrees not to do anything that will increase the rate of insurance or violate insurance terms or policy. The Tenant may not sub-let any part of the premises without prior written consent of the Landlord. No persons, other than those named as occupants and tenants, may occupy the premises on a regular basis. For purposes of this lease contract, occupancy by an unauthorized person for more than seven (7) calendar days consecutively or fourteen (14) calendar days in any calendar year without proper written consent from the Landlord will constitute occupation of the premises on a regular basis and therefore a violation of this Rental Contract.

Pets: The Tenant is permitted _____ / not permitted _____ to keep one 30 pound or less small pet. An additional deposit of \$200 is required. The Tenant is responsible for any damage caused by their pet and agrees to make necessary repairs as soon as possible. If Tenant intends to keep a small pet renters' insurance is required. If Tenant acquires a pet without Molden Real Estate's knowledge the Tenant will lose their security deposit—NO EXCEPTIONS.

Carpets: Will be cleaned and vacuumed upon moving in. According to the lease agreement. We (Molden Real Estate) will have the carpets professionally cleaned and deducted from your security deposit.

Damage to Property and Recommendation of Insurance: Landlord shall not be liable to the Tenant for any damage to the Tenant's person or property by reason of the Landlord's failure to keep said premises in repair or for damages caused by any third person, act of nature, or any other cause other than through gross negligence of the Landlord.

The Tenant agrees to maintain his or her own hazard insurance policy at the Tenant's expense to protect the tenant's and/or the Tenant's personal property against damage, injury, or destruction from any cause whatsoever. The liability amount shall not be less than \$300,000.00 per occurrence. The Tenant shall produce a declaration sheet reflecting the existence of such policy prior to lease signing. If such document is not produced or at any time is cancelled, the lease shall be terminated.

In the event of damage to the leased premises and the Tenant's desire to recover any items of personal property the tenant shall comply with all recommendations of the appropriate local enforcement agency as to access, timing, and entry into the property. The Tenant assumes the risk of any and all injury and/or damage be accessing the property and agrees to release, indemnify, and hold harmless the Landlord from any claims, damages, causes of action, rights of action, or any other from injury and/or damage to either property or person.

In the event of destruction of the leased premises by fire, explosion, the elements, or otherwise through no fault or negligence of the Tenant, family member, or guest or in the event of such partial destruction that causes the premises be unfit for occupancy, the term hereby created shall at the option of either party upon notice to the other terminate as of the date of such damage. The accrued rent shall be paid up to the time of such damage. If neither party desires to terminate the lease, the Landlord shall enter and repair the premises with reasonable speed. If the Tenant continues to occupy the premises for the duration of such repairs, the rent will be reduced by a reasonable amount for the period during which the repairs are completed.

Access to Premises: The Landlord shall have access to the premises for making repairs, inspection, or for showing the premises to prospective tenants or purchasers. At any reasonable time of day

Changing of Locks: Door locks are changed between each tenant. At any time after the possession if the Tenant wants to change the locks, Molden Real Estate will have the locks changed and bill the Tenant for the expense.

Representations on the Rental Contract: The Rental Contract was entered into based upon the representations made by the Tenant on the Rental Application. If any misrepresentations are found to be misleading, incorrect, or untrue the owner may immediately terminate this Rental Contract and notify the Tenant to vacate the premises.

Rules and Regulations: The Tenant shall abide by and comply with all existing written Rules and Regulations of the landlord and any Home Owners Association. A copy of such rules and regulations shall be provided to the Tenant at the time of the execution of this Rental Contract and are incorporated by reference. The Tenant acknowledges receipt of such Rules and Regulations by executing this Rental Contract.

Compliance with the Laws of the Commonwealth of Virginia: The Landlord intends this contract to be in compliance with the laws of the Commonwealth of Virginia and the ordinances of the locality where the premises is located. Any rights and remedies established in this contract shall be in addition to any rights or remedies specified under the laws of the Commonwealth of Virginia.

Default (Failure to Pay Rent; Breach of Covenants and Obligations): In the event of (a) the Tenant’s material breach of this agreement; (b) the Tenant’s abandonment of the premises; (c) the Landlord not receiving any payment of rent or other charge by the 10th day of the month for which it is due; (d) the Tenant’s denial of any right reserved in this agreement to the landlord; (e) the institutions of legal proceedings by or against the Tenant looking to a disposition of the premises or any part thereof; (f) the use of the premises by the Tenant or others for illegal purposes; or (g) a breach of Tenant’s obligations under this agreement involving or constituting a criminal or willful act, which is not remediable and which poses a threat to health or safety the Landlord shall have the right to: (1) enter and retain possession of the premises by any lawful means and remove the Tenant and their effects by unlawful entry or detainer proceedings; or (2) to sue for rent, provided that the Landlord’s recourse to any of these remedies shall not deprive him or her of any other action or remedy permitted by law. Eighteen (18) percent of amount due from date of judgement . Should the Landlord pursue any such remedies, regardless of whether such action shall be prosecuted to judgement, the Tenant shall be liable as follows:

1. For all installments of rent and other charges that are past due and for the remainder of the term of this lease which shall immediately become due and payable
2. For all expenses that may be incurred by the landlord for re-renting the premises including but not limited to advertising, cleaning, repairing, and redecorating expenses
3. For any court costs indurred by the Landlord for possession of the premises or for collection of unpaid rent or other charges under this agreement
4. For reasonable attorney’s fees incurred by the Landlord to obtain possession of the premises or in the collection of rent, damages, or other charges where the Tenant’s breach of this lease agreement results from the Tenant’s willful noncompliance.

Applicability of Virginia Residential Landlord and Tenant Act: The parties acknowledge that the Virginia Residential Landlord and Tenant Act apply to this lease and that the obligation of the parties and remedies set forth in the Act are binding upon the parties regardless of whether they are specifically set forth in this lease.

Acknowledgement: The Tenant hereby acknowledges having read this Contract, having understood it, having agreed to its terms and having received a copy of the Rental Contract.

Landlord

Date

Authorized Representative

Date

Tenant

Date

Tenant

Date

Tenant

Date

**MOLDEN REAL ESTATE
2400 VALLEY AVENUE**

**WINCHESTER, VA 22601
(540)662-4116**

**MANAGEMENT'S
RULES AND REGULATIONS GOVERNING OCCUPANCY**

1. Office hours are from 8a.m. to 5p.m. weekdays. Rent will be received during office hours or checks may be deposited in the drop slot at anytime or mailed to Molden Real Estate, 2400 Valley Avenue, Winchester VA 22601. Requests for maintenance service should be made if possible during regular office hours. In case of an emergency, call 540-662-4116.
2. An after-hours lockout fee of \$25 will be payable at the time of re-entry.
3. All tenants and their guests are expected to conduct themselves in a manner befitting respectable living. No loud parties will be tolerated.
4. Please show consideration for your neighbors with regard to loud televisions, radios, or stereos. The volume should be turned down at all times but especially between 10p.m. and 7a.m.
5. Do not park in fire lanes or on the grass. Please park in designated areas only. Please ask your guests to park on the street whenever possible.
6. Tenants must dispose of garbage and trash in a safe and neat manner, in garbage bags or in a garbage receptacle. Garbage bags and receptacles should be kept away from the front of the rental unit except on garbage pick-up day. Trash must be disposed of weekly.
7. It is permissible to hang pictures, mirrors, etc. on the walls of your rental unit providing you have very small nails. Do not use large nails, tape, screws, contact paper, or glue. If you have any questions please contact management.
8. Tenants are not to use any other source of heat other than the heat that is provided in the unit (NO Kerosene or electric heaters).
9. Tenants are not to change the locks on the premises without written permission of the landlords.
10. Tenants will be assessed a minimum \$55 charge (plus materials) for all service calls that are a result of Tenant's negligence or improper use. This includes breaker switches and screen repairs.
11. No planting of trees, shrubbery, or other digging shall be undertaken without first calling Miss Utility (1-800-552-7001) to find the location of all underground utilities. Also will need in writing permission to plant or remove any plants or bushes.

Thank You for choosing to rent from Molden Real Estate. We sincerely hope you enjoy your new home. Should you have any questions or concerns please call or stop by our office.

I have read and understand the Rules and Regulations of renting from Molden Real Estate.

Tenant

Date

Tenant

Date

MOLDEN REAL ESTATE

**2400 VALLEY AVENUE
WINCHESTER, VA 22601
(540)662-4116**

To Whom It May Concern:

Bed bugs and fleas have become very prevalent in almost anywhere you find people traveling and/or transporting goods, and the epidemic is on the rise in the worst way. Please be advised, Molden Real Estate will NOT pay for the treatment of bed bugs and/or fleas. All of our units have been inspected and certified as pest free, including bed bugs and/or fleas. We do pay for the treatment of roach, mice, bee, and silver fish infestations at no cost to the tenant. There are forms from both Molden Real Estate and Barrett Pest Control that state very detailed instructions for being prepared for the treatment of bed bugs and/or fleas. If you do not follow the steps outlined on the forms detailing the preparation and clean up for the issue at hand we will have no other option than to terminate your lease with us. This is a very serious matter that takes a lot of detail and preparation and should be considered as such!

If you need assistance with the financial factor in this process we will consider each request on a case-by-case basis. If we are able to help with this matter financially than you will need to provide a portion of the fees up front before treatment will be done. That said, once again each request will be considered on a case-by-case basis and no financial assistance will be guaranteed to any tenant. If you have any questions or concerns please feel free to call me at 540-662-4116 or visit this website for further assistance: www.bedroomguardian.com/indexv2p1.php?q=

NOTE: Barrett Pest Control is a local business that is a full service pest control company under contract for Molden Real Estate

Thank you for your understanding in this matter!

Sincerely,

Kevin Sager
Property Manager
Molden Real Estate
2400 Valley Avenue
Winchester, VA 22601
(540) 662-4116

Tenant Initials: _____

Date: _____