



# ANS PROPERTY LLC

PO Box 4038, Winchester, VA 22604

## Brookfield Corporate Apartments

This lease agreement made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Lessor (hereafter referred to as Landlord), and /or his agent and the Lessee(s) referred to hereafter as Tenant(s)

\_\_\_\_\_ and/or \_\_\_\_\_

The premises located at: \_\_\_\_\_ Brookfield Drive, Winchester, VA 22601

The parties agree as follows:

**Term:** Landlord lease to Tenant(s) the above noted premises for a term of \_\_\_\_\_

Beginning on \_\_\_\_\_, and ending on at 12:00 o'clock noon on \_\_\_\_\_

If Tenant has not given fourteen days (14) notice to terminate prior to the last day listed above or remains in possession of the premises on the last day, with the consent of the Landlord, a new month to month tenancy shall be created that is subject to all of the terms and conditions herein: the balance of the initial period to first of the next month, shall be pro-rated by formula (number of days divided by 30 times the rate) and except that such tenancy shall be terminable upon fourteen (14) days written notice served by either party.

**Rent and late Fee:** The sum of \_\_\_\_\_ ( \_\_\_\_\_ ) Dollars is payable to the Landlord at PO Box 4038, Winchester, VA 22604 on or before the due date and without demand. If any payment required is not made within five (5) days of when due, Tenant shall pay to Landlord, in addition to such payment, a "late fee" in the amount of Seventy Dollars (\$70.00). After five (5) days past the due date, the tenant shall receive from the Sheriff a "five day notice to pay or quit" the first step in the process of eviction. Tenant agrees to pay a \$40.00 charge for each returned check, plus late payment charges as well as any additional legal fees if required.

**Security Deposit** shall be made in the amount of **Two Hundred Fifty Dollars (\$250.00)** upon termination monies may be applied solely by Landlord to payment of accrued rent, late payment fees, and/or other fees such as lock-out charges, electric service overages, lock change charges if all keys are not returned, payment of damages and/or excess cleaning fees (less reasonable wear or tear).

**Condition of Premises:** Tenants will be given a move-in checklist (house rules) and inventory list and responsible for returning same to Landlord within seventy two hours of possession and is responsible for bringing to the attention of the Landlord any known defects and/or damage. Tenant may be charged for any broken or missing items as well as excessive wear or tear.

Initials: \_\_\_\_\_

\_\_\_\_\_

**Inspection and Maintenance:** Landlord and his agents have the right at all reasonable times to enter premises to inspect, clean, maintain, make any repairs, additions or alterations as deemed appropriate by the landlord for the preservation of the premises. Landlord will maintain grounds and parking area in good order. Landlord shall provide cleaning service one time per week. Dishes and personal laundry are the responsibility of the Tenant(s).

**Utilities:** Landlord will supply gas, water/sewer, \$5 averaged per day electric service allowance, basic TV cable service and WiFi internet.

**Use of Premises:** For residential purposes exclusively. Unless express written approval is obtained from Landlord, Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises including not disturbing the operation of smoke detectors.

**Assignment and Sub-Letting or Alternations:** Tenant(s) shall not assign, sublet or grant any license for use of premises or any part thereof or make any alterations without prior written consent of the Landlord. An assignment shall, at Landlord's option, terminate this Lease Agreement. Not more than two adults are allowed per bedroom.

**Animals:** With permission of the Landlord and payment of a pet deposit in the amount of Four Hundred Dollars (\$400.00) Tenant may house the following pet(s):

\_\_\_\_\_

A portion in the amount of \$150.00 of the pet deposit will be used for cleaning and/or deodorizing the carpets/furniture and for flea treatment, and animal hair removal. The balance of the pet deposit is refundable, provided there is no additional pet damage(s).

**Default:** Failure to pay rent as it becomes due or to comply with any duties imposed on Tenant by statute or rule shall constitute a default. Landlord may declare the termination of the Lease Agreement and re-enter the premises and by due process of law, evict, remove and put out Tenant or any other person occupying premises and remove any personal property without prejudice to any remedies that might otherwise be used for collection of arrearage of rent or other monies due the Landlord. Tenant(s) will be responsible for legal costs including Attorney fees to the extent authorized by the Virginia Residential Landlord and Tenant Act. While in arrears, if Tenant abandons the premises for more than seven (7) days, Landlord may obtain possession of premises in the manner provided by law, without becoming liable to Tenant(s) for damages or for any payment of any kind whatsoever.

Initials: \_\_\_\_\_

\_\_\_\_\_

**Landlord** is not liable to tenant(s), invitees, family, employees, agents or servants for any personal injuries or damage to personal property caused by defects or disrepair. Tenant hereby agrees to indemnify and hold harmless Landlord from and against any and all claims for damages to premises or personal injury arising from tenants use, or from any activity, permitted by tenant in or about the premises. If, in Landlord's judgement, there is substantial damage to the premises, Landlord may terminate this Lease by giving written notice to Tenant(s). Landlord shall not be liable for personal injuries or property damage or loss from theft, vandalism, fire, water, hurricane, rain, wind or other causes whatsoever, unless the same is due to the negligence or fault of the Landlord. Tenant is responsible for insurance on tenant's own property for fire and casualty loss and for tenant's family for liability insurance coverage as well as any incidents or accidents involving pets. In the event the premises are destroyed or rendered wholly untenable, not caused by the negligence of Tenant, the Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued. Premise is free from lead paint and is not within any flood plain.

**SMOKING**- Smoking is **NOT** permitted in any of the buildings. Tenant shall be charged Two Hundred Fifty Dollars (\$250.00) for the cleaning and/or replacement of linens, pillows, draperies, carpet or furniture that has a residual smoke odor. Tampering with the smoke detectors by tenant(s) and/or guests will result in the immediate termination of this lease agreement and forfeiture of the security deposit. \_\_\_\_\_(INITIALS)

**Fair Housing:** In accordance with the law, this property is offered without respect to race, color, religion, sex or national origin of tenant.

**Governing Law:** The acceptance of payment of the security deposit and/or initial rent by the Landlord or acceptance of keys by the tenant will place the contract in force in lieu of a signature. This document constitutes the entire agreement of the parties to it, and its terms are governed and construed according to the Laws of the Commonwealth of Virginia.

\_\_\_\_\_  
(Landlord/Agent)

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Tenant)

Tenant Contact Information: Cell/Work telephone # \_\_\_\_\_

Email: \_\_\_\_\_

Employer: \_\_\_\_\_

Vehicles (Color, Make, Tag #) \_\_\_\_\_  
\_\_\_\_\_