

Griffin Arms Apartments, Standard Lease

This lease hereinafter made this _____ day of _____, _____ by and between **Great Knights, Inc.**, hereinafter designated as "Landlord" and _____, hereinafter designated as "Tenant"

WITNESSETH:

The Landlord, in consideration of the rent specified herein to be paid by said Tenant and the other covenants, agreements and conditions hereinafter contained to be kept, performed and observed by said Tenant does hereby lease to said Tenant the premises known as apartment _____ at 515 Prince George Street, Williamsburg, VA, in the apartment building known as Griffin Arms. The term shall begin on **August 1, 2017** at noon and end on **July 31, 2018** at noon.

The Tenant, in consideration of the demised and of the covenants and agreements made herein by said Landlord, leases said premises for the term and does hereby promise to pay to the Landlord, his representatives, and assigns as rental for said premises the rate of \$ _____ per month, due and payable on or before the first of each month. **Tenant acknowledges that rent is based on their performance of the covenants herein contained and they could have elected to pay a higher rent and have fewer responsibilities.** Rent shall be paid by money order, cash or a single check. If Tenant elects to pay with multiple checks they also agree to pay a \$10.00 fee for each additional check. If Tenants elects to pay by debit or credit card they also elect to pay a 5% convenience fee to Great Knights, Inc.

The Tenant covenants and agrees with the Landlord:

1. To pay and deliver to the Landlord the rental rate on or before the first of each month. Partial months shall still be due on the first but will be prorated on a 30 day basis. A late fee of 5% of one month's rent will be charged for any payments made after the 5th, unless other arrangements are made in writing or via email and in advance of the due date. Tenant acknowledges that while the rent for the last month shall be paid in full for the entire month, that the last five or six days of said month are reserved for the Landlord to perform maintenance and not for the Tenant to occupy or use said space, and Tenant(s) subsequently agree to **completely vacate the property on the 25th day of the last month at noon in accordance with paragraphs contained herein**. Renewing Tenants may not be required to vacate early.
2. That the Tenant shall not assign, transfer, or sublease the premises without first obtaining written consent of the Landlord. Guests of the Tenant shall be escorted by the Tenant or may be considered as a trespasser and may be removed from the property. Tenant is responsible for their guest. Tenant agrees to communicate with Landlord via Email, telephone, US mail and in person.
3. That the tenant will make a deposit (at time of signing lease) in the amount of \$ 6,000.00 to be held by the Landlord and shall be refunded within 30 days of Tenant vacating the demised in CLEAN and GOOD condition (as prescribed on Landlord's move out check list on Landlord's website, www.wmbgrentals.com) and ready for the next Tenant. Tenant is strongly encouraged to hire a professional cleaning company. Tenant will receive \$ 3.00 in interest for every six months that deposit is held by said Landlord; so long as it is to be held for a minimum of 13 consecutive months, said interest will become part of the initial deposit and be refunded at the same time as the deposit. So long as one or more of the above Tenants remain or hold over, the deposit shall remain with Landlord in its entirety. If some of the above Tenants are replaced by other Tenants, the deposit will remain until such time as replacement Tenant(s) post an equal deposit with the Landlord. If deposit is not paid in full within 30 days of execution of this lease Landlord may cancel this lease and keep the deposit posted as damages. Any deductions from the deposit shall be replaced when the rent payment is due.
4. The Tenant accepts said premises, furniture, fixtures and appliances in their present condition and agrees not to remove property from apartment. Tenant shall provide Landlord with a list of defects (if any) to the demised within the **first 5 days of occupancy** and if agreed upon that they exist, Landlord shall acknowledge same. Tenant agrees to keep said premises, furniture, fixtures and appliances in good order and in a clean safe and sanitary condition; to obey all laws and ordinances affecting said premises, furniture, fixtures and appliances; to repay the Landlord, (or forfeit all or part of the deposit stated in covenant #3) for the cost of repairs made necessary by the destructive, negligent, or careless use of said premises, furniture, fixtures, appliances and improvements made thereto; and to surrender the premises, furniture, fixtures, appliances and improvements made thereto at the termination of the rental term; reasonable wear anticipated. At the end of the rental period the property shall be clean as prescribed on Landlord's move out check list (on Landlord's website, www.wmbgrentals.com) and empty and ready to be occupied by the next Tenant. If the property is not ready for the next Tenant because the Vacating Tenant has not vacated or returned the property on time and in a clean condition as prescribed on Landlord's move out check list (on Landlord's website, www.wmbgrentals.com) the Vacating Tenant shall be responsible for all expenses associated with said delay. Tenant shall notify Landlord via email of any repairs that need to be made by Landlord with ample time (at least 10 days prior to the end of term) for said repairs to be made by Landlord before the end of the Tenant's occupancy. **Tenant is STRONGLY encouraged to hire a professional cleaning company to clean prior to vacating.** If ALL the cleaning items as prescribed on Landlord's move out check list (on Landlord's website, www.wmbgrentals.com) are not completed the landlord will hire a cleaning company of their choice and deduct that expense from the Tenants deposit plus a 10% coordination fee. Smoking inside or around doors is not permitted, and the cost of cleaning, repainting, and burns due to smoking will be at the Tenant's expense. If amount of repairs exceeds the amount of the deposit and legal remedies are necessary it shall be at Tenants expense. Painting is only allowed with Landlord's written consent and is done at Tenant's expense. A fee of not less than \$100.00 shall be charged for any early termination of this lease plus any expenses or damages to Landlord. Landlord reserves the right to enter the property at the end of the semester to inspect to insure the property is clean and sanitary. If Landlord deems it necessary to hire a cleaning company to protect his investment and have the property cleaned between semesters he may do so at Tenants expense.
5. That the Landlord shall NOT be liable for any injury or damage to the person or property of the Tenant, or any other person unless Gross Negligence on the part of the Landlord is shown.

6. No illegal activities are allowed to take place on the property. The Landlord and his associates have the right to inspect and repair the premises with 24 hours notice to the Tenant, or when the Landlord believes the premises is endangered without notice. Notice for showings and inspections may be left on voice mail, sent via email, given personally, or posted at the property. Landlord may monitor hallways, elevators and public areas with electronic devices.
7. Landlord may re-enter and occupy the demised for the breach of any covenant herein contained upon the Tenants failure to remedy the breach within 10 days or if Tenant shall be in default for 10 days in payment of rent.
8. Tenant is responsible for all utilities, and preventive maintenance and any and all clogged drains, frozen pipes, pest control, and changing of air filters. Tenant shall change light bulbs and take care of minor repairs and adjustments, such as but not limited to a loose screw or resetting a circuit breaker. Landlord shall be responsible for all major repairs to the demised as long as they are not directly related to the actions or lack thereof of the Tenant. Landlord reserves the right to determine the necessity of any major repairs. Tenant cannot obligate Landlord in any way for repairs or other goods or services. Landlord will clean public areas; however the Tenant shall keep public areas free of debris, trash and newspapers, etc. Snow and ice removal is not included. Tenant(s) agrees to pay a fee to or reimburse Landlord, if Landlord finds it necessary to remove debris, trash, newspapers and such from the public areas. Tenant has (or will upon occupying demised) inspected the smoke detectors and stipulates they are functioning and adequate and Tenant will maintain same including batteries in smoke detectors. If Landlord has to repair or replace smoke detectors or batteries in smoke detectors, tenant shall pay Landlord \$50.00 per smoke detector. If a fee is incurred by a Tenant it shall be paid to the Landlord with the next rent payment due.
9. In case of partial destruction or injury to the building(s) by fire, the elements or other casualty not related to the Tenant's action or lack thereof, the Landlord shall repair the same with reasonable dispatch after notice to him of such destruction or damage. In the event that the building(s) becomes totally unfit for the purpose of which this lease was made, due to the aforementioned causes, rent shall be paid up to the time the demised cannot be used for the intended purpose.
10. Any improvements made to the demised become the property of the Landlord at the time they are made. The replacing of locks or addition of any lock(s) to the demised is not allowed without first obtaining Landlord's written approval. No structural or design changes are allowed by Tenant. The Landlord reserves the right to make improvements to the demised so long as they do not materially prevent the Tenant from using the demised for the purpose that it was intended.
11. This lease shall renew automatically on a month-to-month basis at the expiration of the initial term if tenant fails to vacate at the end of the initial term and remains in the property. If this month-to-month lease takes place there will be a 10% increase in the rent starting with the first month of automatic renewal. Tenant agrees to showing of the demised to prospective tenants with 24 hours notice during lease. Said notice may be emailed, verbal, or posted at the property.
12. Tenant agrees to purchase "renters insurance" to protect their property as Landlords insurance does not cover Tenants property.
13. The demised will be used as a residence for not more than three people. No pets of any kind, including fish will be allowed. Bicycles are not permitted in the building, a covered bike rack is provided for them. A fine of \$100 for each bicycle found inside will be imposed on each Tenant of the apartment. Landlord reserves the right to establish policies & practices to protect the property, such policies and practices shall be posted on the website www.wmbgrentals.com
14. This property is residential in nature, the tenant acknowledges that they live in close proximity of other people and businesses and agrees not to allow any conduct on the premises that would be detrimental or adverse to their neighbors, the Landlord, the College of William of Mary, and further agrees to conduct themselves in a manner that will endear them to their neighbors and the community. Landlord may penalize Tenant if the neighbors or City lodge complaints against the Tenant or their guest that go unresolved. These complaints can be relating to but are not limited to conduct, noise, trash, guest behavior, etc. Parties (more than 6 guests) are not permitted at this property at any time. A minimum penalty of \$150.00 per Tenant shall be paid to Landlord if he is called to break up or quiet down any gathering at this property. Landlord may bring Law Enforcement officials into the property to inspect it and break up a gathering if he desires to have them enter the property and believes the property is in danger or the lease is being violated.
15. If a Virginia Court finds it necessary to sever a part of this lease to save the bulk of this lease then they may. Tenant shall bear cost of collections, and reasonable attorney's fees to the extent permitted by law. Unpaid amounts shall bear interest at the rate of 10 % monthly. If lease is between multiple Tenants than it shall be construed jointly and severally. Tenant shall indemnify and protect Landlord against any loss or expense Landlord suffers or claim against Landlord due to Tenants conduct, activities, actions, or lack thereof.

Any notice by the Landlord to the Tenant, or by the Tenant to the Landlord may be given and shall be deemed to have been duly given if either delivered personally, posted at the property or sent by certified mail, addresses as the case may be:

To the Tenant at the leased premises.

To the Landlord at its office, 1005 Richmond Road, Williamsburg, VA 23185

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this lease in duplicate as dated above.

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| Tenant | Phone | Great Knights, Inc., Landlord | (757) 220-3735 |
| Tenant | Phone | Tenant | Phone |