



Virginia Real Estate Board

https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) requires the owner of certain residential real property—whenever the property is to be sold or leased with an option to buy—to provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

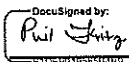
Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

**PROPERTY ADDRESS/
LEGAL DESCRIPTION:**

1123 Virginia Ave Glen Allen Va 23060

The purchaser is advised of the disclosures listed in the **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT** located on the Real Estate Board webpage at:
https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

DocuSigned by:


Owner Fritz/ Sherrod LLC

Owner

3/14/2022

Date

Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser

Purchaser

Date

Date

DPOR rev 07/2021

This form was produced by Philip Bonnie. CVR MLS forms may be used only by members in good standing of the Central Virginia Regional MLS.

 **TRANSACTIONS**
TransactionDesk Edition

1123 Virginia Ave, Glen Allen, VA 23060-3835, Henrico County

APN: 784-761-4137 CLIP: 2506202470

	Beds 3	Baths 3	Sale Price N/A	Sale Date 00/1978
	Bldg Sq Ft 1,665	Lot Sq Ft 28,720	Yr Built 2003	Type SFR

OWNER INFORMATION			
Owner Name	Fritz/Sherrod LLC	Mailing Zip	23116
Owner Name 2		Mailing Zip + 4 Code	0008
Mailing Address	Po Box 1951	Owner Occupied	
Mailing City & State	Mechanicsville, VA	No Mail Flag	

LOCATION INFORMATION			
Municipality	Glen Allen	Zoning	R4
MLS Area	34	Location Influence	
Magisterial	Fairfield	Topography	High
Subdivision	Biltmore	Census Tract	2009.03
Zip Code	23060	Neighborhood Name	
Zip + 4	3835	Parcel Comments	
Carrier Route	R005		

TAX INFORMATION			
PID	784-761-4137	Block	30
Old Map #	0053-01-000030-000008-1	Lot	8
Parcel ID	7847614137	Exemption(s)	
% Improved	80%		
Legal Description	BILTMORE SC B BL 30 LT 8 103 B 1 19		

ASSESSMENT & TAX			
Assessment Year	2021	2020	2019
Assessed Value - Total	\$234,600	\$228,200	\$217,400
Assessed Value - Land	\$48,000	\$42,000	\$36,000
Assessed Value - Improved	\$186,600	\$186,200	\$181,400
Market Value - Total	\$234,600	\$228,200	\$217,400
Market Value - Land	\$48,000	\$42,000	\$36,000
Market Value - Improved	\$186,600	\$186,200	\$181,400
YOY Assessed Change (%)	2.8%	4.97%	
YOY Assessed Change (\$)	\$6,400	\$10,800	
Tax Year	Total Tax	Change (\$)	Change (%)
2019	\$1,891		
2020	\$1,985	\$94	4.97%
2021	\$2,041	\$56	2.8%

CHARACTERISTICS			
Lot Acres	0.6593	Heat Type	Heat Pump
Lot Sq Ft	28,720	Heat Fuel Type	
Lot Frontage	178	Garage Type	
Lot Depth	154	Parking Type	
Lot Shape		Garage Capacity	
Total Units		Garage Sq Ft	
Land Use - County	Res-Subd(1 Fam)	Garage 2 Sq Ft	
Land Use - CoreLogic	SFR	Attic Type	
Land Use - Category		Area of Attic	
Style	Colonial	Roof Type	
Stories	2	Roof Material	Composition Shingle
Year Built	2003	Roof Frame	
Effective Year Built	2006	Roof Shape	
Bldg Area - Finished Sq Ft	1,665	Interior Wall	
Bldg Area - Heated Sq Ft		Exterior	Aluminum/Vinyl
Bldg Area - Total Sq Ft		Floor Material	

Bldg Area - Total Sq Ft	1,665
Bldg Area - Main Floor Sq Ft	833
Bldg Area - Ground Fl Sq Ft	
Bldg Area - Above Grade Sq Ft	1,665
Bldg Area - 2nd Fl Sq Ft	768
Basement Sq Ft	
Basement - Finished Sq Ft	
Basement - Unfinished Sq Ft	
Basement Type	Crawl
Total Rooms	6
Bedrooms	3
Baths - Total	3
Baths - Full	2
Baths - Half	1
Fixtures	
Other Rooms	Dining Room, Family Room
Other Impvs	
NumFireplaces	
Condo Amenities	
Cooling Type	Central

Floor Cover	
Construction	
Foundation	3
Pool	
Pool Size	
Water	Type Unknown
Sewer	Type Unknown
Electric Service Type	
Building Comments	
Condition	Average
Quality	
Porch Type	Covered Porch
Patio Type	Deck
Sec Patio Area	
No. of Patios	1
Patio/Deck 1 Area	120
Patio/Deck 2 Area	
Porch	Covered Porch
Porch 1 Area	28
MLS Baths - Total	

FEATURES

Feature Type	Unit	Size/Qty	Width	Depth	Year Built
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Feature Type	Value
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Building Description	Building Size
1st Fl Finished	833
2nd Fl Finished	768
Overhang	64
Porch Covered	28
Deck	120

SELL SCORE

Rating	Very Low	Value As Of	2022-03-13 05:51:09
Sell Score	334		

ESTIMATED VALUE

RealAVM™	\$285,500	Confidence Score	59
RealAVM™ Range	\$262,660 - \$308,340	Forecast Standard Deviation	8
Value As Of	03/08/2022		

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

LISTING INFORMATION

MLS Listing Number		Closing Price	
MLS Status		Pending Date	
MLS Area		MLS Off Market Date	
MLS Listing Date		MLS List. Agent Name	
MLS Current List Price		MLS List. Broker Name	
MLS Orig. List Price		MLS Selling Agent Name	
MLS Status Change Date		MLS Selling Broker Name	
Closing Date			

MLS Listing #
MLS Listing Date
MLS Listing Price
MLS Orig Listing Price
MLS Close Date
MLS Listing Close Price
MLS Listing Expiration Date

MLS Off Market Date
MLS Status

LAST MARKET SALE & SALES HISTORY

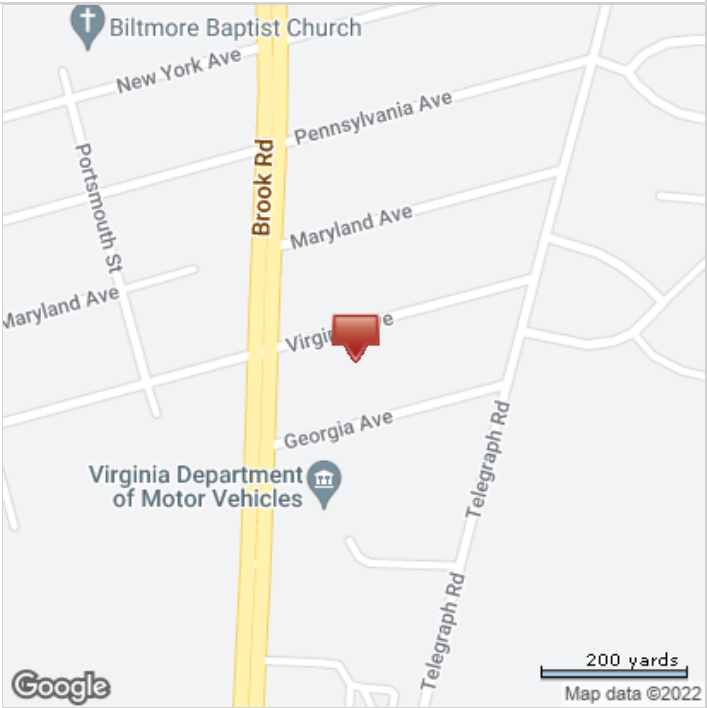
Recording Date		Owner Name 2	
Settle Date	00/1978	Multi/Split Sale	
Sale Price		Document Number	W0067-1378
Price Per Square Foot		Deed Type	Deed (Reg)
Seller		Title Company	
Owner Name	Fritz/Sherrod LLC		

Recording Date	
Sale/Settlement Date	00/1978
Sale Price	
Nominal	
Buyer Name	Ayers W H & Ayers Rosalie
Buyer Name 2	Ayers Rosalie
Seller Name	
Document Number	W0067-1378
Document Type	Deed (Reg)
Title Company	

MORTGAGE HISTORY

Mortgage Date	01/29/2016	06/12/2008	02/22/2005	02/18/2004	10/10/2003
Mortgage Amount		\$420,000	\$116,000	\$110,000	\$110,000
Mortgage Lender	Union Bk&Tr	Union Bk&Tr	First Cmnty Bk	First Cmnty Bk	First Cmnty Bk
Mortgage Term				5	5
Mortgage Term				Years	Years
Mortgage Int Rate					
Mortgage Int Rate Type					
Mortgage Purpose	Refi	Refi	Refi	Refi	Refi
Mortgage Type		Conventional	Conventional	Conventional	Conventional
Mortgage Doc #	5447-1416	4526-825	3827-2168	3618-921	3556-1143
Title Company					

PROPERTY MAP



*Lot Dimensions are Estimated



**VIRGINIA ASSOCIATION OF REALTORS®
RESIDENTIAL LEASE**



(This is a legally binding contract. If not understood, seek competent advice before signing.)

This Property will be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status, handicap or elderliness in compliance with all applicable and federal, state and local fair housing laws and regulations.

THIS LEASE AGREEMENT (the "Lease") is made as of the 24th day of February, 2009, by and between Fritz & Sherrod LLC ("Landlord") whose address is 11200 Leadbetter Road, Ashland, VA 23005 through Cloverleaf Realty, Inc. ("Listing Broker," who represents Landlord) whose address is 11200 Leadbetter Road, Ashland, VA 23005; and Grace Shelton ("Tenant"); Cloverleaf Realty, Inc. ("Leasing Broker," who does or does not ☒ represent Tenant). Listing Broker is sometime hereinafter referred to as "Agent".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained therein, Landlord and Tenant agree as follows:

Landlord does hereby lease and demise unto Tenant, and Tenant does hereby lease and take from Landlord the Dwelling Unit hereinafter described (the "Dwelling Unit") on the terms and conditions set forth in this Lease.

1. SUMMARY OF LEASE TERMS:

- a. Address of Dwelling Unit: 1123 Virginia Ave, Glen Allen, Virginia 23060
- b. Term of Lease (the "Term") commences May 1, 2009 at Noon am/pm (the "Commencement Date").
- c. Length of Term is 12 Months
- d. Term ends on April 30th 2010 at Noon am/pm.
- e. Total Rent due for full Term ("Rent") is Fifteen Thousand One Hundred Twenty Dollars (\$15,120.00).
- f. Rent to be paid in advance on the first day of each month in monthly installments of One Thousand Two Hundred Sixty Dollars (\$1,260.00), without deduction or demand at Cloverleaf Realty, Inc., 11200 Leadbetter Road, Ashland, Virginia 23005, or at such other place designated by Landlord in writing. Checks or money orders for rental payments should be made payable to Landlord ☐ or Agent ☒. Landlord reserves the right to require that all rental payments be made by certified funds or money order, or to require automatic or electronic payment. If the Term commences on a day other than the first day of a calendar month, then Rent for such month shall be prorated for the period between the Commencement Date and the last day of the month in which the Commencement Date falls, and shall be due and payable on the Commencement Date.
- g. Description of Dwelling Unit (and Premises): Two Story, Three Bedrooms, Two and One Half Bath home located at 1123 Virginia Ave, Glen Allen, VA 23060
- h. Appliances and other personal property provided: Stove, Garbage Disposal, Refrigerator & Dishwasher
- i. Names of occupants other than Tenant: Tashena Anderson - Daughter

j. Late charges will be \$ 126.00 per month if the monthly rental is not received by Landlord _____ or Agent X on or before the 5th day of each month during any term of this Lease.

k. Utilities included in the rent include the following: None.

l. Checks returned for insufficient funds or otherwise, or other drafts (including, without limitation, automatic or electronic payments) made on insufficient funds will result in the following charges, in addition to the late charges specified in the Lease: the face amount of the check or other draft and all other amounts recoverable by Landlord pursuant to this Lease or by law: (i) a reimbursement of bank charges for a bad check up to the amount of \$50; (ii) a bad check processing fee in the amount of \$50; and (iii) a civil recovery for a bad check in the amount of \$250. These charges will be included in the unlawful detainer summons or other civil action filed by Landlord.

m. Monies received from Tenant by Landlord _____ or Agent X as follows:

Security Deposit	\$ <u>1,500.00</u>
A Pet Deposit of \$ <u>300.00</u> is included within the Security Deposit.	
First Month's Rent	\$ <u>1,260.00</u>
Pro-rated Rent (for period from _____ to _____.)	\$ _____
Pet Rent (if applicable)	\$ _____
Other Charges: specify <u>Security Deposit from</u>	\$ _____
<u>Previous Lease held by Cloverleaf Realty</u>	\$ <u>-1,500.00</u>
TOTAL	\$ <u>1,260.00</u>

n. If at any time more than one person is named as a Tenant, the obligations of each Tenant shall be joint and several.

2. **APPLICABLE VIRGINIA LAW.** This landlord tenant relationship is within the purview of Chapter 13.2 of Title 55 of the Code of Virginia (1950), as amended, generally known as the Virginia Residential Landlord Tenant Act (the "VRLTA").

3. **REALTOR® DESIGNATED LANDLORD'S AGENT.** Landlord hereby does X does not _____ appoint Agent as its managing agent, with full and complete authority to engage in all aspects of the business of the management of the Dwelling Unit, and to act for Landlord in all respects which relate to this Lease.

4. **SECURITY DEPOSIT.** Tenant has deposited the sum specified herein as a Security Deposit, to secure a complete and faithful performance by Tenant of all terms and conditions of this Lease, and the obligations imposed on Tenant by applicable Virginia Law.

a. **Disposition.** Pursuant to the VRLTA, Landlord may apply all or part of the Security Deposit to the payment of accrued Rent and the amount of any damages that have been suffered by Landlord, including but not limited to, physical damages, appropriate charges to Tenant not previously reimbursed to Landlord, and actual damages for breach of this Lease, including attorneys' fees and costs. Landlord shall have the right to apply the Security Deposit to non-Rent items first, and then to any unpaid Rent. Within forty -five (45) days after termination of the tenancy and return of possession of the Dwelling Unit by Tenant to Landlord, Landlord will provide Tenant with an itemized listing of all deductions made from the Security Deposit, and with payment of any amount due to Tenant. If damages to the Dwelling Unit and the Premises exceed the amount of the Security Deposit and require the services of a third-party contractor, Landlord shall give written notice to Tenant advising of the fact within a forty-five-day period. If such notice is given, Landlord shall have an additional fifteen-day period to provide an itemization of the damages and the cost of repair. If Tenant complies with all terms and conditions of the Lease and with the VRLTA, Landlord will return to Tenant the Security Deposit, together with any accrued interest if required by law, within forty-five (45) days after termination of the tenancy and return of possession of the Dwelling Unit to Landlord by Tenant. Any interest earned on the Security Deposit in excess of that amount that Landlord is required to pay to Tenant under the VRLTA will be retained by Agent to cover administrative costs.

b. **Forwarding Address.** Tenant shall provide Landlord written notice prior to vacating the Dwelling Unit of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of the Security Deposit prior to the end of the 45-day period provided herein. If Tenant fails to give notice of a forwarding address,

Landlord will send the Security Deposit statement to the last known address of Tenant, but will retain the Security Deposit refund, if any until Tenant notifies Landlord of the appropriate address.

c. Multiple Tenants. Where more than one Tenant signs this Lease, a deduction to be made from the Security Deposit will be joint and several, and Landlord is not liable for any understanding that may exist between two or more Tenants as to the portion of the Security Deposit that one Tenant may be entitled to, as opposed to another Tenant. Landlord will draw one check payable to all Tenants jointly, and forward same to forwarding address provided to Landlord by written notice as required herein.

d. Move-Out Inspection. Under the VRLTA, Landlord will make reasonable efforts to provide Tenant with notice of a right to be present at the time of move-out inspection. Landlord will include in the vacating notice language to inform Tenant of this right to be present. Tenant must make a written request to Landlord to be present at such an inspection, and Landlord will notify Tenant of the inspection times which will occur within 72 hours of the termination of the tenancy. If Tenant fails to make such a request, or fail to schedule an inspection, Landlord will proceed to do the check-out inspection without Tenant being present.

e. Setoff Prohibited. Tenant shall have no right to deduct the Security Deposit from the rental payment for the last month of any term of this Lease.

f. Landlord's Successor Obligated for Security Deposit. If Landlord in any way transfers its interest in the Dwelling Unit, or if the Agent transfers management of the Dwelling Unit and the Premises, to a third party, Agent or Landlord, as the case may be, may transfer the Security Deposit to the transferee and both are thereafter released from all liability for the return of the Security Deposit to Tenant. If such a transfer occurs, Tenant agrees to look to the transferee solely for the return of the Security Deposit and to release Landlord and/or Agent, as the case may be, from all obligations and liability relating thereto.

g. Damage Addendum. The Damage Addendum, attached hereto and incorporated by reference herein, establishes a tentative schedule of standard deductions to be utilized by Landlord in assessing charges against Tenant for physical damages to the Dwelling Unit or the Premises, with the exception of reasonable wear and tear. Landlord reserves the right to alter the said schedule if the repair costs should become higher than those listed thereon. Landlord further reserves the right to assess against Tenant for such damages the actual costs of the materials and repairs, if there is a variance between the tentative schedule and the actual bill for such materials and repairs. The Damage Addendum also establishes the tentative schedule for charges to be made by Landlord against Tenant during the Term of the tenancy for any damages as may occur.

5. RENT.

a. Rent Payments. The total Rent for the initial Term of this Lease is set out in section 1(e) and (f) of this Lease. Monthly payments of Rent are payable in advance, without demand, and in full without prorating or setoff, on the first day of each calendar month and shall be paid to Landlord _____ or Agent X at the address set forth above or at such other places as Landlord may designate by advance written notice to Tenant. Landlord is authorized to accept prepaid Rent in accordance with the provisions of the VRLTA.

b. Late Payment. If the rental payment is received after the 5th day of the month, a late penalty of \$ 126.00 will be assessed against Tenant. Any rental payment received after legal action has been initiated by Landlord will be accepted with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted by Landlord against Tenant to recover delinquent rent and possession of the Dwelling Unit.

c. Returned Checks. Landlord reserves the right to require that all monthly installments be made by money order or certified funds, and to impose the charges set out in section 1(l) of this Lease, and as otherwise provided by law.

d. Rent is Inclusive. As used in this Lease and under the VRLTA, "Rent" means all money, other than a security deposit, owed or paid to Landlord under this Lease, including prepaid Rent paid more than one month in advance of the Rent due date.

6. INSPECTION AND CONDITION OF DWELLING UNIT.

a. Move-In Inspection Report. Tenant has made an inspection of the Dwelling Unit, and Tenant agrees that the Dwelling Unit is in a fit and habitable condition, except for such damages as have been itemized in a written "Residential Move-In Move-Out Inspection Report", a copy of which will be submitted by Landlord to Tenant within five (5) days after occupation of the Dwelling Unit by Tenant. The Residential Move-In Move-Out Inspection Report will be deemed correct unless Tenant objects to it in writing five (5) days after Landlord has provided same to Tenant. Tenant hereby acknowledges that the Residential Move-In Move-Out Inspection Report reflects that there is no visible evidence of mold in the Dwelling Unit or that portion of the premises which is occupied by Tenant. If the landlord's

Residential Move-In Move-Out Inspection Report states that there is visible evidence of mold in the dwelling unit, Tenant shall have the option to terminate the tenancy and not take possession or remain in possession of the Dwelling Unit. If Tenant requests to take possession, or remain in possession, of the Dwelling Unit, notwithstanding the presence of visible evidence of mold, Landlord shall promptly remediate the mold condition but in no event later than five business days thereafter and re-inspect the Dwelling Unit to confirm there is no visible evidence of mold in the Dwelling Unit and reflect on a new Residential Move-In Move-Out Inspection Report that there is no visible evidence of mold in the Dwelling Unit upon re-inspection.

b. Locks. Landlord, at Tenant's request and at Tenant's sole cost and expense, will have all locks on the Dwelling Unit rekeyed. Tenant may, at any time, ask Landlord to: (i) install one keyed deadbolt lock on all exterior doors, if the Dwelling Unit does not already have one installed on each door; (ii) install a sliding door pinlock and/or a security bar on each sliding glass door; (iii) install one door viewer on each exterior door; and (iv) change or rekey locks during the Term. Landlord will comply with any such request at Tenant's cost and expense, as reflected in the Damage Addendum, with all such costs to be paid by Tenant as additional rent with the next monthly payment of Rent by Tenant after receipt by Tenant of an invoice from Landlord.

c. New Locks Pursuant to Court Order. Any Tenant who has obtained an order granting such Tenant possession of the Dwelling Unit to the exclusion of one or more other Tenants or authorized occupants in accordance with the provisions of Section 55-248.18:1 of the Act may request Landlord to install new locks or other security devices on all exterior doors of the Dwelling Unit. Tenant will reimburse Landlord's actual costs for such new locks or security devices. All such costs will be paid by Tenant as additional rent with the next monthly payment of Rent by Tenant after receipt by Tenant of an invoice from Landlord.

7. USE, OCCUPANCY AND MAINTENANCE.

a. Use. Tenant covenants that the Dwelling Unit will be used only as a dwelling unit and in a manner that will not disturb neighboring tenants and that will not damage the Dwelling Unit or the Premises. Tenant will not permit any authorized occupants or guests or invitees in or about the Dwelling Unit or the Premises either to disturb neighboring tenants or to cause physical damage the Dwelling Unit or the Premises. No persons, other than those named as Tenant and as authorized occupants in section 1(i) of this Lease, may occupy the Dwelling Unit on a regular basis. For the purpose of this Lease, occupancy by an unauthorized person for more than seven (7) calendar days consecutively, or fourteen (14) calendar days in any calendar year, without prior written consent from Landlord, will constitute occupancy of the Dwelling Unit on a regular basis and will constitute a default under this Lease.

b. Assignment/Sublease. Tenant shall not assign this Lease or sublet any portion of the Dwelling Unit without the prior written consent of Landlord, which consent Landlord will be under no obligation whatsoever to grant. Landlord shall have the right to consider any assignment or sublease made without Landlord's prior written consent void.

c. Compliance with Codes. Tenant shall discharge all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the Dwelling Unit, including plumbing and other fixtures, appliances, and facilities clean and safe. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities in the Dwelling Unit and to maintain the utility services paid for by Tenant on at all times during the Term. Tenant shall be responsible for any and all damages caused by Tenant's failure to comply with this requirement. Tenant shall not install or use any other major appliances or equipment in the Dwelling Unit without prior written permission of Landlord.

d. Smoke Detectors. Tenant shall be responsible for reasonable care of smoke detectors in the Dwelling Unit in accordance with Section 55-248.16 Code of Virginia, and shall be responsible for interim testing and for providing written notice to Landlord of the need for repair of any malfunctioning smoke detector. In accordance with Section 55-248.13 of the Code of Virginia, Landlord, at Landlord's expense, shall provide for the service, repair or replacement of smoke detectors in need thereof within five (5) days of receipt of written notice from Tenant that a smoke detector is in need of service, repair or replacement.

e. Carbon Monoxide Detectors. Tenant shall have the right to install carbon monoxide detectors in the Dwelling Unit at Tenant's sole cost and expense in accordance with Section 55-248.17 of the Act. Tenant shall not remove or tamper with a properly functioning carbon monoxide detector, including removing any working batteries, so as to render the detector inoperative. Neither Landlord nor Agent is responsible in any way for the installation or use of a carbon monoxide detector installed by Tenant, and Tenant agrees to hold Landlord and Agent harmless from any and all claims or losses arising therefrom, and to indemnify Landlord and Agent from and against any and all claims, liability, loss or damage therefore.

f. Mold. Tenant will use reasonable efforts to maintain the Dwelling Unit in such a condition as to prevent accumulation of moisture and the growth of mold, and to notify Landlord in writing promptly of any moisture

accumulation that occurs or of any visible evidence of mold discovered by Tenant. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or guests or invitees, and does hereby agree to indemnify and hold Landlord and Agent harmless from and against any and all loss, damage, claim, suit, costs (including reasonable attorneys fees and costs at all tribunal levels) or other liability whatsoever resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law.

g. Compliance with Law. Tenant shall comply with any and all obligations imposed upon Tenant by applicable Virginia law, including the VRLTA.

8. UTILITIES.

a. Tenant shall obtain all utility and other services to be paid directly by Tenant under this Lease, and shall pay any deposits associated therewith. The utilities included in the Rent are listed in section 1(k). Tenant shall pay in full all charges for utilities and other services not included in the Rent under this Lease. Landlord shall not be liable for the failure to provide these services or for the interruption of such services if such failure or interruption is due to any cause beyond the control of Landlord.

b. Landlord reserves the right to use sub-metering or energy allocation equipment, or to allocate utility costs on the basis of ratio utility billing ("RUBs"), as provided in the VRLTA, for the utilities provided by Landlord. If Landlord chooses to allocate utility costs on the basis of RUBs, Landlord will bill Tenant for an appropriate prorata share of such utility costs, which bill shall be due and payable as additional rent at the first of the next month.

9. PERSONAL PROPERTY OF TENANT

a. Renter's Insurance. All personal property placed in or about the Dwelling Unit or the Premises shall be at the sole risk of Tenant or the parties owning the same, and Landlord shall not be liable for the loss, destruction, theft of, or damage to such property. Tenant shall obtain insurance coverage (commonly referred to as "renter's insurance") for Tenant's personal property and Landlord reserves the right to require Tenant to provide Landlord proof of coverage. Landlord reserves the right to obtain renter's insurance coverage in accordance with the provisions of Section 55-248.7:2 of the VRLTA, and charge Tenant the cost thereof as additional rent.

b. Abandoned Property. Any items of personal property left in or about the Dwelling Unit after Tenant vacates the Dwelling Unit will be considered abandoned property and may be disposed of by Landlord as Landlord sees fit, provided that Landlord (i) has given Tenant written notice of termination as required by this Lease or the VRLTA including a notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within twenty-four hours after termination; (ii) has given written notice in accordance with subsection 10(d) of this Lease including notice that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within twenty-four hours after expiration of the seven-day period; or (iii) has given written notice to Tenant including a statement that any items of personal property left in the Dwelling Unit or the Premises would be disposed of within twenty-four hours after expiration of a ten-day period from the date of such notice. Tenant shall have the right to remove its personal property from the Dwelling Unit or the Premises at reasonable times during the twenty-four hour period after termination or during normal business hours until Landlord has disposed of the remaining personal property of Tenant. During such twenty-four hour period and until Landlord disposes of the remaining personal property of Tenant, Landlord shall have no liability for risk of loss of such property.

c. Death of Tenant. If a Tenant who is the sole occupant of the Dwelling Unit dies, and there is no person authorized by order of a circuit court to handle probate matters for the deceased Tenant, Landlord may dispose of any personal property left by such Tenant upon giving at least ten (10) days written notice in accordance with Section 55-248.38:3 of the VRLTA. Such notice shall include a statement that any items of personal property left in the dwelling unit shall be treated as abandoned property and disposed of, if not claimed within thirty (30) days, subject to subsection (b) hereof.

10. ACCESS TO THE DWELLING UNIT AND PREMISES BY LANDLORD AND ITS DULY DESIGNATED REPRESENTATIVE(S):

Landlord and its duly designated representative(s) may enter the Dwelling Unit and go upon the Premises in order to do the following:

a. Upon reasonable notice to Tenant and at reasonable times:

- (i) inspect the Dwelling Unit and the Premises;
- (ii) make necessary or agreed repairs, decorations, alterations, or improvements;
- (iii) supply necessary or agreed services;
- (iv) exhibit the Dwelling Unit and Premises to prospective or actual mortgagees, workmen, contractors, appraisers and/or representatives of any owners' association.

b. Place a "For Sale" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective purchasers, or, after notice of termination of this Lease by Landlord or Tenant or commencing ninety (90) days before the expiration of the Term, place a "For Rent" sign upon the Dwelling Unit and Premises and exhibit the Dwelling Unit and Premises to prospective tenants. All such entries into the Dwelling Unit and Premises shall be conducted at reasonable times and with reasonable notice to Tenant and shall be done in such a way as not to disturb Tenant unreasonably.

c. If Tenant refuses to allow or prevent access to Landlord as provided herein, Landlord may obtain injunction relief to compel access or may terminate this Lease. In either case, Landlord may recover actual damages sustained and reasonable attorney's fees.

d. Tenant shall give Landlord notice of any anticipated extended absence of Tenant from the Dwelling Unit in excess of seven (7) days. During such absence of Tenant, Landlord may enter the Dwelling Unit at times reasonably necessary to protect the Dwelling Unit. If Tenant fails to give such notice, Landlord may recover from Tenant any actual damages sustained, and shall have all other rights provided in the VRLTA. If Landlord cannot determine whether Tenant has abandoned the Dwelling Unit, Landlord may serve written notice on Tenant requiring Tenant to give Landlord written notice within seven days that Tenant intends to remain in occupancy of the Dwelling Unit. If by the end of such seven-day period Landlord has not received such notice or has otherwise determined that Tenant has abandoned the Dwelling Unit, the Dwelling Unit shall be presumed abandoned and this Lease shall be terminated as of such date.

11. **LANDLORD'S INABILITY TO DELIVER POSSESSION TO TENANT.** If Landlord is unable to deliver possession of the Dwelling Unit and Premises to Tenant on the commencement date of this Lease through no fault of Landlord, Landlord shall not be liable to Tenant for any damages other than to rebate any rent paid by Tenant for such portion of the Term during which the Dwelling Unit and Premises are not delivered to Tenant. If Landlord cannot deliver possession of the Dwelling Unit or provide Tenant with an alternative residential dwelling unit acceptable to Tenant within fifteen (15) days after the commencement date of this Lease, this Lease may be terminated by either Landlord or Tenant by giving notice to the other as provided herein.
12. **CASUALTY DAMAGE.** If the Dwelling Unit is damaged by fire or other casualty, by the failure of or malfunction of any equipment or utilities serving the Dwelling Unit, Tenant shall promptly notify Landlord. If, in the sole determination of Landlord, such damage does not render the Dwelling Unit substantially impaired or require repairs requiring Tenant to vacate the Dwelling Unit, Landlord shall repair the same within a reasonable period of time after service upon Landlord of written notice of such damage by Tenant, and Rent shall not abate during the period of such repairs. If, in the sole determination of Landlord, the Dwelling Unit has been rendered uninhabitable, this Lease shall automatically terminate, and Rent shall abate as of the date of the casualty. Landlord shall account to Tenant for the Security Deposit and prepaid rent, as applicable, plus accrued interest on the Security Deposit (if any) based upon the damage or casualty. However, if Landlord reasonably believes that Tenant, Tenant's guests, invitees or authorized occupants were the cause of the damage or casualty, Landlord shall so notify Tenant and make disposition of the Security Deposit and prepaid rent by advising Tenant that such funds will be held until a determination is made of the amount of damages caused by Tenant's acts. Landlord shall have the right to apply the Security Deposit and prepaid rent to the damage so caused by Tenant, Tenant's guests, invitees, or authorized occupants. Except as otherwise provided herein, Tenant and Landlord do hereby otherwise release each other from any and all liability, loss, damage or claim resulting from any casualty and agree to secure from their insurers acknowledgement of such release and a waiver of any rights of subrogation.
13. **CONDEMNATION.** If all, or a substantial part, of the Dwelling Unit or Premises shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this Lease and all rights of Tenant under it shall immediately terminate. The rent shall be adjusted as of the time of such acquisition, but Tenant shall have no claim against Landlord for any value of the unexpired Term, nor shall Tenant be entitled to any part of the condemnation award or purchase in lieu of such award.
14. **LIABILITY OF LANDLORD/AGENT.** Landlord and Agent are not liable for matters outside the dominion or control of Landlord or Agent so long as there is no gross negligence on their parts, including but not limited to: failure of utilities or services; acts of God; and any injuries or damages to persons or property either caused by or resulting from fire, falling plaster, dampness, overflow, or leakage upon or into the Dwelling Unit or the Premises of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing, fixtures, air

conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause. Tenant acknowledges that any security measures provided by Landlord or Agent will not be treated by Tenant as a further assurance or guarantee against crime or of a reduction in the risk of crime. Landlord and Agent will not be liable to Tenant or any guest, invitee, or occupant for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord and Agent will not furnish security personnel, security lighting, security gates or fences, or other forms of security. If the employees of Landlord or Agent are requested to render services not contemplated in this Lease, Tenant will hold Landlord and Agent harmless from any and all liability for same. If information on Tenant's rental history is requested by others for law enforcement or business purposes, Landlord may provide same in accordance with the "Tenant Consent Form." Landlord and Agent, in addition, shall not be liable under any circumstances of Tenant's failure to provide Landlord or Agent with prompt notice of any such conditions existing in the Dwelling Unit or Premises. Tenant hereby releases Landlord and Agent from any and all liability and agrees to indemnify Landlord and Agent for such losses, with respect to Tenant, and all authorized occupants and guests or invitees of Tenant.

15. **PETS.** No pets of any kind, except for qualified service animals, will be allowed to be kept or maintained on the Dwelling Unit without Landlord's prior written consent and the execution of an addendum entitled "Pet Addendum." Landlord reserves the right, however, to prohibit pets, except for qualified service animals, completely from the Dwelling Unit and Premises.
16. **REPRESENTATIONS IN APPLICATION FOR LEASE.** This Lease has been entered into in reliance on the information given by Tenant on Tenant's "Application for Lease", which by this reference is made a part of this Lease. Tenant shall advise Landlord or Agent in writing of any changes to the information contained in the application. If any of those representations are found to be misleading, incorrect or untrue, Landlord may immediately terminate this Lease and require Tenant to vacate the Dwelling Unit.
17. **FINANCIAL RESPONSIBILITY.** If Landlord is required to make any payment to Tenant hereunder, Tenant agrees that such financial obligation will be satisfied solely from Landlord's estate and interest in the Dwelling Unit and the real estate upon which the Dwelling Unit are situated and the improvements of which it is part, or the proceeds thereof, so that Landlord will incur no individual or other liability for such financial obligations.
18. **NOTICE.** All notices shall be in accordance with Section 55-248.6 of the VRLTA, which provides for written notice to be given by regular mail or by hand delivery, with the party giving notice retaining a certificate of mailing, or delivery of the notice, as the case may be. Notice to the Landlord will be given to the Agent's Office or to such other place as may be specified by Landlord or Agent. Notice to Tenant will be given to the address of the Dwelling Unit. Landlord reserves the right for Landlord and Tenant to send notices in electronic form; however, if Tenant so requests, Tenant may elect to send and receive notices in paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery.
19. **MILITARY.**
 - a. Any Tenant who is a member of the armed forces of the United States or a member of the Virginia National Guard serving on fulltime duty or a Civil Service technicians with a National Guard unit may, through the procedure detailed in subsection (b) of this section, terminate this Lease if the Tenant (i) has received permanent change of station orders to depart thirty-five miles or more (radius) from the location of the Premises; (ii) has received temporary duty orders in excess of three months' duration to depart thirty-five miles (radius) from the location of the Premises; (iii) is discharged or released from active duty with the armed forces of the United States or from full-time duty or technician status with the Virginia National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.
 - b. If Tenant qualifies to terminate this Lease pursuant to subsection (a) of this section, Tenant may do so by serving on Landlord a written notice of termination at least thirty (30) days prior to the next Rent due date. The termination date shall be no more than sixty (60) days prior to the date of departure necessary to comply with the official orders. Prior to the termination date, Tenant shall furnish Landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from Tenant's commanding officer.
 - c. Nothing in this section shall limit the amount of the Security Deposit that Landlord may retain as provided

in section 4 of this Lease.

d. Landlord reserves the right to require, as a condition of this Lease, that Tenant execute a waiver of all or part of the rights the Tenant may otherwise have under the Servicemembers Civil Relief Act.

e. If no waiver of rights under the Servicemembers Civil Relief Act is required by Landlord, in the event of a nonpayment of rent by Tenant, Landlord reserves the right to request an allotment from the pay of the servicemember tenant as permitted in the Servicemembers Civil Relief Act.

20. CANCELLATION; RENEWAL.

a. Either party may terminate this Lease effective as of the end of the then-existing Term by giving the other party written notice at least Thirty (30) days before the end of the then-existing Term. If no such notice of termination is given, the Term of this Lease shall be extended for self-renewing terms of Monthly duration until either party gives notice to terminate in accordance herewith, unless this Lease is terminated in accordance with any other applicable provision of this Lease or Virginia law; provided, however, that if the duration of the renewal term as set forth above is less than the number of days set out in the first sentence of this subsection, the notice period for terminating any renewal term of this Lease shall be the same period as the renewal term.

b. If Landlord intends to change the terms or conditions of this Lease, including increasing the Rent, for any renewal term thereafter, Landlord shall give Tenant written notice, at least thirty (30) days prior to the time Tenant must give Landlord written notice of Tenant's intent to terminate as set out in subsection (a) immediately preceding, advising Tenant of the new terms and conditions to be applicable during the renewal term. Provided Landlord has given Tenant notice of such changes in the time set forth in this subsection, then if Tenant fails to provide Landlord written notice by the time set forth in subsection (a) immediately preceding that Tenant intends to terminate this Lease, Tenant shall be deemed to have agreed to renew this Lease on terms and conditions set forth in Landlord's notice.

c. Upon termination of this Lease, Tenant shall surrender the Dwelling Unit in good condition, with the exception of reasonable wear and tear and must pay for all damages or assessments for damages made by Landlord against Tenant in accordance with the Damage Addendum, other provisions of this Lease, or as Landlord reasonably determines.

21. ACTION BY LANDLORD UPON DEFAULT BY TENANT. Under Virginia law and this Lease, Landlord may terminate this tenancy during the term of the Lease upon one of the following:

a. Material Noncompliance by Tenant Failing to Pay Rent When Due. If Tenant fails to pay Rent when due or pays Rent with a bad check, and such failure continues after Landlord has served a five-day notice of material noncompliance for failure to pay Rent, Tenant shall be in default, and Landlord may terminate this Lease and Tenant's right to possession in accordance with law and seek such damages as are appropriate under this Lease and the VRLTA.

b. Material Noncompliance by Tenant Which Can Be Remedied Within 21 Days. If Tenant fails to comply materially with any other provision of this Lease, Landlord may serve on Tenant a material noncompliance notice stating that if Tenant does not remedy the specified noncompliance(s) within twenty-one (21) days after receipt of such notice, then if such noncompliance is remediable, this Lease will terminate thirty (30) days after Landlord has served such notice.

c. Repeat Violations. If Tenant has been served with a prior written notice that required Tenant to remedy a breach, and Tenant remedied such breach, if Tenant intentionally has committed a subsequent breach of a like nature as the prior breach, Landlord may serve on Tenant a thirty (30) day termination notice for such repeat violation. Such notice must make reference to the prior breach of a like nature and state that the Lease will terminate in thirty (30) days for the reasons stated therein without allowing Tenant an opportunity to remedy such subsequent breach.

d. Nonremediable Violations/Criminal Acts. If Tenant commits a material noncompliance that is not remediable, Landlord may serve on Tenant a termination notice stating that this Lease will terminate in thirty (30) days for the reasons stated therein without allowing Tenant an opportunity to remedy such breach. If a breach of Tenant obligations under Virginia law or this Lease involves or constitutes a criminal or willful act that is not remediable and that poses a threat to health or safety, Landlord may terminate this Lease immediately by giving of written notice thereof. Tenant and any other persons in or about the Dwelling Unit with consent of Tenant, including but not limited to members of the family, guests, invitees or authorized occupants, shall not engage in criminal activities or activities intended to facilitate criminal activities including any illegal drug-related activity on the Dwelling Unit and any area of the Premises, including common areas and streets, involving a controlled substance (as defined in Section 54.1-3401 of the Virginia Code). "Illegal drug-related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance. Neither Tenant, guests, invitees or authorized occupants of Tenant will engage in the manufacture, sale or distribution of illegal drugs at any location,

whether on the Premises or otherwise. Neither Tenant, guests or invitees or authorized occupants of Tenant will engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms in the Dwelling Unit or on or near the Premises. A single violation of any of these provisions shall constitute a non-remediable violation of the Lease and justification for termination thereof. Criminal conviction is not required in order for Landlord to terminate this Lease. Nothing herein shall be construed to limit any remedies available under Virginia law for any criminal offenses committed by Tenant, guests, invitees or authorized occupants of Tenant.

e. Material Noncompliance by Tenant Which Can Be Remedied by Repairs, Cleaning or Replacement. If Tenant commits a material noncompliance that can be remedied by repair, cleaning or replacement, Landlord may make the repair, cleaning or replacement, and the itemized bill for same will be submitted to Tenant as an obligation that will be due and payable as additional Rent within ten (10) days, or such other time period as Landlord may specify in a written notice to Tenant. If such obligation is not paid within ten (10) days or as provided in the written notice to Tenant such obligation shall be due as additional Rent payable at the next Rent due date.

f. Remedies Available to Landlord Upon Termination of Lease. Upon termination of the Lease, Landlord may proceed to obtain possession of the Dwelling Unit by the filing of an unlawful detainer summons in a court of competent jurisdiction, and in addition, seek a money judgment for any physical damage to the Dwelling Unit and Premises. Landlord may also seek a money judgment for any actual damages sustained as a result of Tenant's default and breach of the Lease, as provided by Virginia law. Upon termination of the Lease, Landlord may treat the Security Deposit as provided in this Lease and the VRLTA.

g. Family abuse. If a Tenant is a victim of family abuse as defined in the VRLTA, and the perpetrator is barred from the Dwelling Unit pursuant to Section 55-248.31:01 of the VRLTA based upon information provided by Tenant to Landlord, or by a protective order issued by a court of competent jurisdiction, this Lease shall not be terminated solely by an act of family abuse against a Tenant. However, the provisions of the preceding sentence shall not apply if (i) Tenant fails to provide Landlord, not later than twenty-one (21) days after the alleged offense, with written documentation corroborating Tenant's status as a victim of family abuse and the exclusion of the perpetrator from the Dwelling Unit and the Premises; or (ii) the perpetrator returns to the Dwelling Unit in violation of the bar notice, and Tenant fails to so notify Landlord with 24 hours, subject to the provisions of the VRLTA.

22. **ACCEPTANCE OF RENT WITH RESERVATION.** Unless Landlord accepts the rent with reservation and gives a written notice to Tenant of such acceptance in a termination notice or within five (5) business days of receipt, acceptance of periodic rental payments with knowledge of a material non-compliance by the Tenant(s) constitutes a waiver of Landlord's right to terminate the Lease. If Landlord has given Tenant(s) written notice that the periodic rental payments have been accepted with reservation, Landlord may accept full payment of all rental payments, damages and other fees and still be entitled to receive an order of possession terminating the Lease as provided in Section 55-248.34 of the VRLTA. Any rental payment received after judgment and possession has been granted to Landlord against Tenant, but prior to eviction, will be accepted with reservation and will be applied to the judgment amount, including the late charges, applicable costs and attorney's fees, but will not affect the pending eviction pursuant to the order of possession granted by a court of competent jurisdiction. Further, the acceptance of the said amount with reservation in no way creates a new landlord/tenant relationship with Tenant.

23. **TENANT'S USE, OCCUPANCY AND MAINTENANCE.**

a. Tenant and those persons listed in section 1(f) of this Lease shall personally use and occupy the Dwelling Unit only as a residence. Tenant shall not sublet the Dwelling Unit, or any part thereof, nor assign this Lease without the prior written consent of Landlord, which consent Landlord shall have the right to withhold or deny in Landlord's sole discretion. No persons, other than Tenant and those named occupants may occupy the Dwelling Unit on a regular basis.

b. Tenant shall:

- (i) keep the Dwelling Unit in a good, clean, safe and sanitary condition;
- (ii) comply with all applicable health and safety laws, rules and regulations;
- (iii) use in a reasonable manner all utilities, services, facilities, appliances and equipment provided by Landlord, and to keep all such items as clean and safe as their condition permits;
- (iv) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other fixtures, facilities and appliances in the Dwelling Unit, and shall maintain such services at all times during the occupancy of the Dwelling Unit. Tenant shall be responsible for any damage caused by Tenant's failure to comply with this requirement. Tenant(s) shall not use any other major appliances or equipment in the Dwelling Unit without Landlord's prior written consent;
- (v) keep all appliances and equipment in good and clean condition, with the exception of reasonable wear

and tear;

(vi) not deliberately or negligently destroy, deface, damage or impair any part of the Dwelling Unit or the Premises (including fixtures, facilities and appliances) or permit any person to do so with or without Tenant's knowledge, and Tenant shall be responsible for any damage caused by Tenant's failure to comply with this requirement. Tenant shall give Landlord prompt notice if any such damage occurs; and

(vii) conduct themselves, and require other persons on the Premises with their consent, whether known by Tenant or not, to conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment or that will create a nuisance.

- c. Tenant shall otherwise comply with the statutory obligations imposed on Tenant by Section 55-248.16 of the VRLTA.

24. **WAIVING OF BREACH NOT GENERAL WAIVER.** If Landlord waives a noncompliance or breach of the Lease or law by Tenant, such waiver shall not be construed as a waiver of any subsequent breach of noncompliance or breach, and this Lease shall continue in full force and effect.
25. **SUBORDINATION.** Tenant agrees that this Lease is subordinate to the lien of any existing or future deeds or trust or mortgages placed on the Dwelling Unit and Premises, and Tenant agrees to execute whatever additional agreements may be required to so subordinate this Lease. Landlord reserves the right to assign any of Landlord's rights under this Lease at any time.
26. **SEVERABILITY.** If any provisions of this Lease are violative of law or equity, the remaining provisions shall remain in full force and effect.
27. **DISCRIMINATION.** Landlord and Agent shall not discriminate against Tenant in the provisions of services or in any other manner on the basis of race, color, creed, religion, sex, national origin, familial status, elderliness, or handicap.
28. **REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION.** If as a result of Tenant's noncompliance with this Lease or the law Landlord employs an attorney at law, Tenant agrees to pay Landlord's reasonable attorney's fees and costs in all courts of competent jurisdiction at all tribunal levels, as well as any and all costs recoverable under Virginia law.
29. **RULES AND REGULATIONS.** Tenant shall abide by any rules and regulations adopted by Landlord applicable to the Dwelling Unit and the Premises.
30. **HOLDOVER TENANT.** If the departure date for Tenant's vacating the Dwelling Unit has past and Tenant remains in possession of the Dwelling Unit, Tenant shall be liable for any and all actual damages sustained by Landlord as a result of Tenant's holding over, including without limitation costs payable to a new tenant for moving, storage, meals, lodging and mileage. Nothing herein shall be deemed to create a right on the part of Tenant to hold over after the termination date of the tenancy.
31. **MODIFICATION, APPLICABLE LAW AND SUCCESSORS.** This Lease and any and all addenda, exhibits or amendments hereto constitutes the entire agreement among the parties, and it may not be modified or amended except by written instrument executed by Landlord and Tenant. This Lease shall be construed, interpreted and applied according to Virginia law and it shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, assignees, and subtenants of the parties.
32. **LEASING FEE.** In consideration of Agent's procuring Tenant as a tenant in the Dwelling Unit and the negotiation of this Lease, Landlord agrees to pay Agent a leasing fee of \$ _____ 6% _____, which fee shall be separate from any management fee paid to Agent. This fee is earned when this Lease is executed, and is payable on all Rent during the original term, any renewals, extensions, expansions, replacements, relocations, or new leaseings between Landlord and Tenant or its successors and assigns. No sale of the Dwelling Unit or the Premises shall release Landlord or its successor or assigns from the obligations set forth herein. Agent shall have the right to collect all Rent due hereunder so that its fees and commissions may be paid in installments as the Rent is received and retained by Agent before remitting the Rent (less such fees or commissions) to Landlord: but if any act be done to deprive Agent of its

right to collect the Rent, then the entire amount of its fees and commissions earned but then unpaid shall, at Agent's option, become immediately due and payable. In addition to this fee or any other fee payable to Agent hereunder, Landlord agrees to pay Agent a sales fee equal to \$ 5% if the Dwelling Unit or the Premises is sold during the Term of this Lease or any renewals or extensions thereof or within 120 after the termination of this Lease to Tenant or to any entity affiliated with, controlled by or under joint ownership or control with Tenant or any of its owners or principals. This provision does not grant Tenant any right to purchase the Dwelling Unit or the Premises, nor does it authorize Agent to offer such property for sale.

33. **STATUTORY NOTICE TO TENANT.** Tenant shall exercise whatever due diligence Tenant deems necessary with respect to information concerning sex offenders registered under Chapter 23 (sec 19.2-387 et seq.) of Title 19. Such information may be obtained by contacting the local police department or the Department of State Police, Central Records exchange at (804) 674-2000 or www.vsp.va.state.us/.

34. **LEAD-BASED PAINT.** This section applies only if the building in which the Dwelling Unit is located was built prior to 1978 and is not exempt from the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and regulations promulgated pursuant thereto. Attached to this Lease and made part hereof by this reference is a fully executed "Disclosure of Information and Acknowledgement Lead-Based Paint and/or Lead-Based Paint Hazards", which shall be acknowledged by Tenant prior to occupancy.

34. **OTHER SPECIFIC PROVISIONS:**

1. Lawn care is the responsibility of the tenant.
2. No above or below ground swimming pools.
3. No Trampolines.
4. Vehicles are not to be parked on the lawn at anytime.
5. Tenants must abide by any and all government mandated water restrictions.
6. Tenant understands that if the refrigerator should stop working it will not be repaired/replaced by the Landlord.
7. Pet Deposit of \$300.00 is non-refundable per previous lease.

IN WITNESS WHEREOF, the parties have executed this Lease:

4/3/09
Date

[Signature]
LANDLORD (or duly authorized agent) Fritz & Sherrod

Date

LANDLORD (or duly authorized agent)

3-10-09
Date

[Signature]
TENANT Grace Shelton

Date

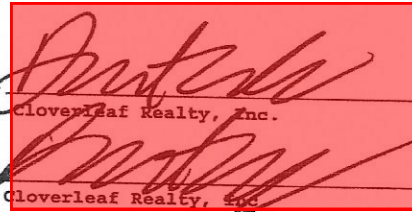
TENANT

Date _____ TENANT _____

Date _____ TENANT _____

Date 4/3/09 LISTING BROKER

Date 4/4/09 LEASING AGENT


Cloverleaf Realty, Inc.
Cloverleaf Realty, Inc.

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VIRGINIA ASSOCIATION OF REALTORS® DAMAGE ADDENDUM

(This is a legally binding contract; if not understood, seek competent advice before signing.)

This Addendum to the Lease Agreement by and between Fritz & Sherrod LLC, Landlord,
and Grace Shelton, Tenant and
Cloverleaf Realty, Inc. Agent for Landlord, dated Feb. 24th 2009
for property described as 1123 Virginia Ave Glen Allen, VA 23060

The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant, with the exception of the following amendments and/or revisions:

1. Except for normal wear and tear, the following specific deductions or damages shall be charged against Tenant for any damages to the Dwelling Unit or the Premises:

(a) Excessive or abnormal touch-up of patch holes caused by nails or hanging lamps: \$ 125.00

(b) Appliances left dirty or in bad condition:

Stove:	\$ <u>50.00</u>	Refrigerator:	\$ <u>50.00</u>
Oven:	\$ <u>50.00</u>	Microwave:	\$ <u>50.00</u>
Washer:	\$ <u>50.00</u>	Other:	\$ <u>50.00</u>
Dryer:	\$ <u>50.00</u>		

(c) Repainting of parts of the Dwelling Unit or Premises:

Dining Room:	\$ <u>200.00</u>	Kitchen:	\$ <u>200.00</u>
Living Room:	\$ <u>200.00</u>	Bath:	\$ <u>100.00</u>
Bedroom, Each:	\$ <u>200.00</u>	Halls:	\$ <u>100.00</u>
	\$ _____		

(d) Repainting of entire Dwelling Unit or Premises:

1-Bedroom Unit:	\$ <u>1,500.00</u>	4-Bedroom Unit:	\$ <u>3,000.00</u>
2-Bedroom Unit:	\$ <u>2,000.00</u>	5-Bedroom Unit:	\$ <u>3,500.00</u>
3-Bedroom Unit:	\$ <u>2,500.00</u>		

(e) In the event that wall paper must be removed, Tenant will be charged for the cost of repairing and repainting the wall, including the drywall, if necessary, on a time and materials basis.

(f) In the event that the drywall is damaged through removal of tape applied by Tenant, Tenant will be charged for painting the area or room as deemed necessary by Landlord.

(g) Unreturned keys: Dwelling Unit: \$ 75.00 Mailbox: \$ 75.00

(h) Damaged carpeting or vinyl flooring:

Burn holes: \$ 125.00 Cost per square yard of replacing carpeting or flooring: \$ 15.00

(i) Damaged or lost curtain rods and/or window treatment:

Living Room:	\$ <u>25.00</u>	Other Rooms:	\$ <u>25.00</u>
Extra Large:	\$ <u>35.00</u>		

(j) Repairs and maintenance for the Dwelling Unit or the Premises (not covered above) will be charged at the rate of: \$ 100.00 per hour, plus costs of materials.

2. Tenant hereby agrees to surrender possession of the Dwelling Unit to the Landlord in as good condition as the commencement date of the Lease Agreement, less reasonable wear and tear, and reimburse Landlord for any repairs or maintenance that may be necessary in accordance with the schedule set out in this Damage Addendum, or at the actual costs of the materials and repairs, if the actual costs for such repairs and maintenance is greater than the amounts set out herein.

3. OTHER PROVISIONS:

Replacement of Metal Washing Machine Hoses Supplied by Landlord -
\$30.00

IN WITNESS WHEREOF, Landlord and Tenant have executed this Damage Addendum on the dates reflected below:

LANDLORD (or duly authorized agent)

Fritz & Sherrod LLC

DATED:

4/3/09

TENANT(S)

Grace Shelton

3-10-09

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PET ADDENDUM

This Addendum to the Lease Agreement by and between Fritz & Sherrod, LANDLORD, Grace Shelton
TENANT(S) and Cloverleaf Realty, Inc. Agent for LANDLORD, dated February 24, 2009.

PETS. (Check appropriate box.)

Tenant(s) shall not keep pets on the Premises without prior written consent of Landlord. Should this consent be granted Tenant(s) acknowledge that such consent may be revoked if there are any complaints. Tenant(s) further agree to assume all liability and responsibility for any and all damage caused by said pet(s) including, but not limited to, cost of having all carpeting cleaned by a professional carpet cleaner and/or repaired or replaced, to pay the cost of having the Premises de-flea and de-ticked by a professional exterminator at the termination of occupancy and to provide paid receipts of such service. Tenant agrees to indemnify and hold Landlord harmless from and against any loss, claim, judgment cost or expense of any kind resulting from the presence of a pet or pets on the Premises including property damage and personal injury. Tenant is ☐ or is not ☒ required to obtain and maintain a policy of liability insurance as to Tenant's indemnity obligations hereunder naming Landlord and Agent as additional insured, with a company and in form acceptable to Landlord, and which provides that it may not be terminated without at least 15 days written notice to Landlord. Consent is hereby granted to keep the following pet(s) on the Premises.

Number One
Type(s) Terrier
Name(s) _____
Description 10 Year Old Terrier

\$ 300.00 is included in the Security Deposit to secure Tenant's obligations concerning pet(s). If this amount is not sufficient to satisfy Landlord's claims under this paragraph, Landlord may use the entire Security Deposit for such purpose.

WITNESS the following duly authorized signatures and seals:

LANDLORD(S)

[Signature] (SEAL)

(SEAL)

DATED:

4/3/09

TENANT(S)

[Signature] (SEAL)

(SEAL)

3-10-09



RULES AND REGULATIONS

(Referred to in, and made a part of, The Parties' Lease Agreement)

This Addendum to the Lease Agreement by and between Fritz & Sherrod LLC
 , LANDLORD, and Grace Shelton, TENANT(S) and Cloverleaf Realty, Inc. Agent for
LANDLORD, dated February 24, 2009

1. No signs, notices, or advertisements shall be attached to or displayed by Tenant on or about said Premises. Additionally, no antenna or satellite dish shall be attached to or displayed on or about the Premises without written consent by the Landlord.
2. Profane, obscene, loud, or boisterous language, or unseemly behavior and conduct, is absolutely prohibited, and Tenant obligates himself, and those under him, not to do or permit to be done anything that will annoy, harass, embarrass, or inconvenience any of the other tenants or occupants in the subject or adjoining premises.
3. No motor vehicle shall be kept upon the property that is unlicensed, inoperable, or in damaged condition. Damaged condition includes, but is not limited to, flat tires. Any such vehicle that remains on the property for more than ten (10) days after notice to remove same has been placed on subject vehicle shall be towed by a wrecker and stored with a wrecker service at the Tenant's and/or the vehicle owner's expense. No vehicle is to be parked on the grass or yard. All vehicles are to be kept in the driveway or other specified parking area.
4. In keeping with Fire Safety Standards, all motorized vehicles including motorcycles must be parked outside. No motorized vehicles shall be parked in any building structure on the property except authorized garage spaces and/or storage areas.
5. In accordance with Fires Safety Standards and other safety regulations, no Tenant shall maintain, or allow to be maintained, any auxiliary heating unit, air-conditioning units, or air filtering units without prior inspection and written approval of Landlord.
6. The sound of musical instruments, radios, televisions, stereo systems, and singing shall at all times be limited in volume to a point that is not objectionable to other tenants or occupants in the subject or nearby residences.
7. Only persons hired by Landlord or his Agent shall adjust or have anything to do with the heating or air-conditioning plants or with the repair or adjustment of any plumbing, stove, refrigerator, dishwasher, or any other equipment that is furnished by Landlord or is part of the subject Premises.
8. No awning, Venetian blinds, or window guards shall be installed, except where prior approval is given by Landlord.
9. Tenant shall not alter, replace, or add locks or bolts or install any other attachments, such as doorknockers, upon any door, except where prior written approval is given by Landlord.
10. No defacement of the interior or exterior of the buildings or the surrounding grounds will be tolerated.
11. If furnished by Landlord, garbage disposal shall only be used in accordance with the disposal guidelines. All refuse shall be, in a timely manner, removed from the Premises and placed in outside receptacles.
12. No spikes, hooks, or nails shall be driven into the walls, ceiling or woodwork of the leased Premises without consent of Landlord. No crating of or boxing of furniture or other articles will be allowed within the leased Premises.
13. It is specifically understood that Landlord reserves solely to itself the right to alter, amend, modify, and add rules to this Lease.
14. It is understood and agreed that Landlord shall not be responsible for items stored in storage areas.
15. Landlord has the right to immediately remove combustible material from the Premises or any storage area.
16. Lavatories, sinks, toilets, and all water and plumbing apparatuses shall be used only for the purpose for which they were constructed. Sweepings, rubbish, rags, ashes or other foreign substances shall not be thrown therein. Any damage to such apparatuses, and all cost of clearing plumbing resulting from misuse, shall be the sole responsibility of, and will borne by, Tenant.
17. This lease and all its addendums are subject to Subsection 16 of the Virginia Landlord tenant Act.

WITNESS the following duly authorized signatures and seals:

LANDLORD(S)

(SEAL)

(SEAL)

DATED:

4/3/09

TENANT(S)

(SEAL)

(SEAL)

3-10-09

Fritz/Sherrod, LLC
P.O. Box 1951
Mechanicsville, Va. 23116

Re: 1123 Virginia Ave.
Glen Allen, Va. 23060

ADDENDUM
March 11, 2021

1. This Addendum is made a part of your original lease. The new effective date of your lease becomes June 1st, 2021.
2. Your monthly rent at that time will be ~~\$1,275.00~~ ^{1,300.00} per month, or ~~\$1,402.50~~ ^{1,430.} if received late after the 5th of the month. *Plf*
3. The lease will begin on June 1st 2021 and end at midnight on May 31, 202²³. *Plf*
4. Written notice must be given sixty (60 days) before termination of lease, at the Expiration of lease.
5. Pay or quit service fee is \$25.00 if served after the 5th.
6. All other provisions of the lease remain the same.

Tenants signature

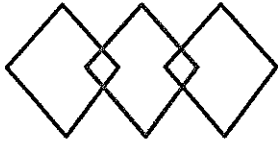
Date 3-25-21

Print names _____

Owner

for Fritz/Sherrod, LLC 3/11/2021
Thank you

Please sign and return one copy. Email plfr11@yahoo.com
(Failure to comply within 15 days may terminate your lease)



DUDLEY RESOURCES

BROKERAGE - AUCTIONS - MANAGEMENT

TERMS AND CONDITIONS FOR THIS AUCTION EVENT

Summary of Terms and Conditions:

- **Buyer's Premium:** 10% Buyers Premium added to the highest bid.
- **Deposit Amount:** \$2,500 or 10% of the highest bid, whichever is greater. If the initial registration deposit is less than 10% of the highest bid, the highest bidder's deposit must be increased to 10% of the highest bid within 3 business days.
- **Broker Co-op:** Up to 3% of the high bid may be paid to a properly registered broker/agent at settlement.
- **Closing:** 30-day closing, As-Is, no contingencies.
- **Agency Disclosure:** Dudley Auctions is acting as auctioneer/agent and is agent for the seller only.
- **Disclaimer:** Information contained herein is believed to be correct to the best of Dudley Auctions' knowledge, but it is the sole responsibility of each Bidder to inspect and verify all information pertaining to the property. This property is subject to sale prior to auction event and may be withdrawn, modified or cancelled at any time without notice.

Full Terms and Conditions:

Bidder Approval: A deposit in an amount displayed on the Dudley Auctions website or as communicated by Dudley Auctions is required in order to become an approved Bidder and be able to place a bid during the auction event. Any such deposit will be required in the form of cash, certified funds, or credit card. Dudley Auctions reserves the right to hold the deposit until the completion of the auction event and for a reasonable period of time to allow for the release of any such deposit and/or the return of any such funds after the conclusion of the auction. The online bidding platform shall place a minimal credit card hold at the time of online registration to confirm the validity of the credit card being used.

Bid Increments: Dudley Auctions shall solely determine the bid increments for this auction event. Bid increments may be changed or modified from time to time during the auction event.

Bid Responsibility: Bidders are responsible for entering their bids and each Bidder shall be responsible for any and all bids placed under that approved Bidder's number during the auction event. Bids placed by approved Bidders shall be considered final and will be recorded. Recorded bids may not be modified, retracted or rescinded.

Bidding Time: This auction is a timed auction event, which means that bidding is scheduled to begin and close at the times posted on the website for Dudley Auctions. **All time references on the bidding site for Dudley Auctions are expressed in Eastern Time.** It is the responsibility of the bidder to check the Dudley Auctions website regarding the scheduled opening and closing times for each timed auction event.

Buyer's Premium: A Buyer's Premium of ten percent (10%) will be added to the highest bid for the real property and included in the total selling price paid by the buyer.

Buyer's Premium Example:

<i>Highest Bid</i>	\$50,000
<i>10% Buyer's Premium</i>	+ \$5,000
<i>Total Purchase Price</i>	= \$55,000

Closing: The highest bidder must sign all documents and contracts within one (1) hour after the end of the auction event. All closings must occur within 30 days, unless otherwise specified in the Purchase Agreement. **TIME IS OF THE ESSENCE WITH REGARD TO ALL CLOSINGS!** The subject Property is to be conveyed by Marketable Deed from all owners of record and free and clear of all liens. The terms of the purchase agreement are non-negotiable, and the highest bidder must sign the purchase agreement in the name of the highest bidder or the highest bidder's associated business entity. The purchase agreement and such other documents will set forth the specific terms and conditions of the sale, including the time by which the successful participant's purchase of the property must be completed. It is the sole responsibility of each registered bidder to review all documents provided by Dudley Auctions before making any bids at the auction event.

Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including the Grantor's and Grantee's Tax. Real estate taxes, rents, water and sewer charges, if any, will be

prorated as of the date of closing. Successful purchasers must pay all wire transfer fees. Sale of the property is not contingent upon the buyer obtaining financing.

Controlling Law: The rights and obligations of all parties regarding this auction event shall be governed and interpreted by the laws of the Commonwealth of Virginia. All registered Bidders shall be deemed to have consented to the jurisdiction of the state and federal courts of the Commonwealth of Virginia when making an offer at the auction event, whether present in-person or by agent, written offer, telephone, online or any other means.

Cooperating Broker/Agent Fee: Dudley Auctions offers up to a three percent (3%) cooperating broker/agent fee to be paid to broker/agent representing the highest bidder for the real property (cooperating broker/agent fee based on highest offer and not including applicable buyer's premium). Please contact Dudley Auctions for full terms.

Default: If highest bidder defaults in making settlement, the deposit paid by that defaulting highest bidder shall be forfeited, and the property purchased by such defaulting highest bidder may either be resold at the risk and expense of such party or Seller may accept the next highest available offer at the sale. Such defaulting highest bidder shall be liable personally for any deficiency resulting from the resale of the property it purchased at a lower price as well as for all costs, expenses, and attorneys' fees in connection with such resale. The forfeiture of such deposit shall not limit any rights or remedies of Seller with respect to any such default. Any successful Bidder who fails to submit an executed Purchase Contract, fails to make any required earnest money deposit, or fails to close in a timely manner may also be prohibited from bidding on future auctions conducted by Dudley Auctions.

Deposit: Bidders must present, on or before the schedule start time of this auction event, funds for the bidder deposit in the amount of \$2,500. This registration deposit must be in the form of cash, cash, certified funds (made payable to Dudley Auctions), or credit card. **If the initial registration deposit is less than 10% of the highest bid, the highest bidder's deposit must be increased to 10% of the highest bid within 3 business days of the end of the auction event.**

Due Diligence: It is the sole responsibility of the each Bidder to inspect the property; review the information documents relating to the property; assess the accuracy and completeness of the information contained in the Sale

Brochure and any such other documents; and independently verify and confirm any estimates, projections, or assumptions relating thereto, none of which may be considered to be guaranties. Bidders are independently responsible for completing Due Diligence to their own satisfaction. By agreeing to these terms and conditions, the bidder represents that they have done so. Registered Bidders are aware of and agree to that the sale pursuant to this auction event is being made on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied, by the Seller and/or Dudley Auctions.

Dudley Auctions is not the owner of these assets, instead is contractually engaged for the sale of these assets on behalf of the owner (s). These assets are not advertised or being sold Absolute. Dudley Auctions reserves the right to bid on behalf of the owner (s), up to the amount of the reserve.

All Bidders have the sole and exclusive responsibility to select and consult with any and all professional advisors in determining whether to place a bid at this auction event. All Bidders acknowledge that they have relied exclusively on their own investigation and determinations and the advice of their own professional advisors, and expressly represent that they have not relied upon any information provided by the Seller or Dudley Auctions in any way.

Earnest Money Deposit: If you are the successful bidder, you may be required to provide an additional deposit in the form of a cashier's check, wire transfer or credit card, within 24 hours or as specified by Dudley Auctions at the conclusion of the auction event. The deposit is to be held by the Dudley Auctions or a designated escrow agent.

Extended Bidding Time: This auction event is scheduled to begin on the "Starting Date and Time" and tentatively end on the "Scheduled Ending Date and Time" that are listed on the Dudley Auctions website. If a bid is received during the last two (2) minutes before the Scheduled Ending Date and Time, an automatic extension feature in the online-bidding platform will extend the Scheduled Ending Date and Time and keep the auction event open for an additional two (2) minutes beyond the time that the last bid was received. This process will repeat every time a subsequent bid is received until the extension period has expired with no additional bids.

For example, if the extension period specified by the Dudley Auctions is 2 minutes, and the scheduled ending time is 4 PM but a bid is placed at 3:59 PM, the auction event would automatically extend by 2 minutes and the

auction event would close at 4:01 PM if no additional bids are placed during the extension time.

Highest Bid Acceptance: All offers are subject to review and approval by the Seller. Dudley Auctions will inform the highest bidder once the highest bid has been considered. Dudley Auctions reserves the right to accept the highest or best offer in the event this is not the same offer.

Inspection: The property is being sold "where is," "as is," "with all faults," with no representations or warranties except for the general warranty to be included in the deed to the real property. All property descriptions and due diligence documents are provided by Dudley Auctions as a service to customers and do not constitute a warranty, either expressed or implied. All bidders are responsible for inspection of property and by making a bid(s) on the property are deemed to have so inspected the property to their satisfaction. Placing a bid, whether in-person, by agent, through the online bidding platform, or any other means, constitutes an agreement by participant to these conditions of sale. Dudley Auctions assumes no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials.

Maximum Bid: Registered Bidders will have the ability to submit a maximum bid amount (often called a "Max Bid") through the online bid platform and to direct that our website bid on such bidder's behalf in scheduled increments until the maximum amount identified by the bidder has been reached. If a Max Bid in the same amount as was previously authorized by another bidder's max bid, the other bidder's max bid as previously entered will be deemed to be the prevailing bid at that amount. In the event that there should be any dispute among bidders with regard to the identity or amount of the high bid, Dudley Auctions reserves the right to reopen bidding and may, in conjunction with such reopening of the bidding, designate one of the bidders as the "High Bidder" at the sole discretion of Dudley Auctions. All decisions by Dudley Auctions shall be final.

Megan's Law Disclosure: All interested bidders are solely responsible for conducting any investigation regarding registered sexual offenders prior to bidding and should exercise whatever due diligence they deem necessary with respect to information on registered sexual offenders who might live near a property being offered for sale. Such information may be obtained by contacting your local police department or the Department of State Police.

Registration: In order to register and place bids for this auction event, all interested bidders will be required to register on the Dudley Auctions website, www.dudleyauctions.com. All Bidders registering for this auction event must be at least eighteen (18) years of age and must be eligible to bid at the sole discretion of Dudley Auctions, based on any past experiences with the registered bidder or otherwise. Registered Bidders may also be subject to verification through credit card information in the registration process through a third party service to verify the credit card has the appropriate funds necessary to register for this auction event.

If a prospective Bidder has been approved to bid at the auction event, the approved Bidder will receive email notification that they have been approved to bid at the auction event. Bidding rights are not absolute, and all registrations, even if successfully verified by credit card as described above, are subject to manual verification at any time by Dudley Auctions. Dudley Auctions also reserves the right to suspend or terminate any Bidder's registration this auction at any time.

Technical Problems: Dudley Auctions has made reasonable efforts to provide for online bidding for this auction event. All registered Bidders recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the Dudley Auctions website, the online bidding program and process, or internet service and access, and the registered Bidder's connection to this auction event bidding program and process.

All registered Bidders further acknowledge that these and other technical problems may develop at any time with or without notice. All registered Bidders acknowledge and agree that neither Dudley Auctions nor the Seller are in any way responsible for any such technical problems, and that registered Bidders have no absolute or other right to be able to bid on this auction in the event of any such technical problems.

Notwithstanding the foregoing, all registered Bidders further acknowledge and agree that, in the event of any such technical problems, Dudley Auctions reserves the right to postpone or cancel the auction event and/or extend the bidding time for this auction event and/or schedule another auction event for the property, in the sole discretion of Dudley Auctions, and that any decision with regard to any such actions is and will be final.

Terms Specific to This Auction Event: As noted above, Dudley Auctions may provide Additional Terms and Conditions that are specific to this auction

event or the property or properties being sold at this auction event. Such Additional Terms and Conditions may, but shall not necessarily be required to, relate to the following provisions, among others: extended bidding time; and bid increments.



DUDLEY RESOURCES

BROKERAGE - AUCTIONS - MANAGEMENT

PURCHASE AGREEMENT OF SALE

THIS PURCHASE AGREEMENT is made this _____
between _____ (the "Purchaser")
whose email address and phone number are _____
_____ and _____
(the "Seller"), and **Dudley Auctions Inc. dba Dudley Resources** (the "Auction Firm").

In consideration of the deposit in the sum of \$ _____ in cash or certified funds, receipt of which is acknowledged, the Purchaser agrees to buy and the Seller agrees to sell for the sum of \$ _____ calculated as the high bid of \$ _____ plus \$ _____ buyer's premium (10% of the highest bid or \$2,500, whichever is greater), all that certain piece, parcel or lot of land together with all improvements thereon (the Property") described as follows:

Address:
PID:

DEED AND TITLE. Said premises are to be conveyed by Marketable Deed from all owners of record. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority now in force or which may be passed prior to final settlement, under the following terms and conditions:

1. DEPOSIT. A \$ _____ deposit is to be paid by a cashier's check or personal/company check with the bank letter of guarantee on auction date, any balance of 10% of the high bid is to be paid within three (3) business days of the date of this agreement, the sum of which shall be applied to the purchase price upon compliance by Purchaser(s) with the Agreement. Dudley Auctions shall hold the Buyer's Deposit in an interest-bearing escrow account with all interest accruing to the benefit of escrow agent.
2. BALANCE OF PURCHASE PRICE AT SETTLEMENT. The balance of the purchase price shall be paid by a cashier's check or cash at the time of final settlement and delivery of deed.

Final settlement shall take place by _____.

3. FINANCING. This property is not being sold subject to financing.



DUDLEY RESOURCES

BROKERAGE - AUCTIONS - MANAGEMENT

4. **COMMISSIONS.** Purchase acknowledges and understands that the Buyer's Premium on the sale is a commission to Auction Firm and is deemed earned by the Auction Firm when this Agreement is accepted. The Buyer's Premium shall be paid to Auction Firm at Settlement.
5. **TITLE.** Except as may be otherwise provided in this agreement, the title to said premises shall be good and marketable or such as will be insured at regular rates by a responsible Title Insurance Company. The cost for title search will be paid for by the Purchaser. If a defect is found which can be remedied by legal action or otherwise within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect.

If Seller, acting in good faith, is unable to have such defect corrected within sixty (60) days after scheduled date of closing, then this Contract may be terminated by either Seller or Purchaser at the expiration of such sixty (60) day period, at which time the Deposit shall be returned to Purchaser. Upon the return of the Deposit, this Contract shall be terminated and shall be deemed to be null and void; neither Seller nor Purchaser shall have any claim against the other or against Auction Firm by reason of this Contract.

Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph. If title, in accordance with this agreement, cannot be conveyed by Seller; Purchaser shall have the option of taking such title as Seller can give without abatement of price or, in the alternative, of being repaid all money paid on account of the purchase price. In the latter event, Seller's and Auction Firm's liability hereunder to the Purchaser shall absolutely cease.

6. **APPORTIONMENTS.** Real estate taxes, water charges, sewer charges, current property rent, condominium or POA fees, and other charges, if any, shall be apportioned to the date of final settlement on the basis of the imposing authority's fiscal year.
7. **POSSESSION.** Possession shall be solely the responsibility of the Purchaser.
8. **TRANSFER TAXES.** The Purchaser shall pay all state, county, city and local transfer taxes imposed upon this sale, including the Grantor's Tax.



DUDLEY RESOURCES

BROKERAGE - AUCTIONS - MANAGEMENT

9. **WORK DONE OR ORDERED.** Seller shall not be liable for any work done or ordered to be done after the date of this agreement by any municipal or other public authority, or for any notice issued after the date of this agreement by any municipal or other public authority, upon or about said premises. Purchaser agrees to take title subject to any lien that may be recorded as a result of any of the foregoing and to any such notice issued after the date of this agreement.
10. **PREPARATION OF DOCUMENTS.** The deed shall be prepared by Seller at Seller's expense and acknowledged and recorded at the expense of Purchaser. Purchaser shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.
11. **DEFAULT BY PURCHASER.** Should Purchaser fail to close as provided in this Agreement, Purchaser will be in default. Upon default by Purchaser, Seller's and Auction Firm's liability hereunder to Purchaser shall absolutely cease, and Auction Firm shall be entitled to retain the Purchaser's Deposit. If Purchaser has not paid the Buyer's Deposit in full or if Auction Firm has incurred any expenses due to default by Purchaser, and Purchaser has made payment(s) to Seller, then, upon notice from Auction Firm to the Seller, any payment(s) by Purchaser to Seller ("Payments to Seller") shall be remitted to Auction Firm by the Seller and shall be subject to use as reimbursement to Auction Firm for any expenses incurred by Auction Firm due to default of Purchaser.

The Buyer's Deposit and the Payment to Seller shall be apportioned to Auction Firm and Seller in the following manner: Auction Firm will retain the amount it would have received as the Buyer's Premium at settlement plus compensation for any expenses it incurred due to default by Purchaser, and Seller will retain the remainder. Additionally, Auction Firm may resort to any other action or remedy in law or equity that may be available.
12. **PLANS OR SURVEY.** If reference is made in this agreement to a plan or survey for the description of said premises, this agreement and the conveyance of said premises are subject to all conditions and facts shown on the plan or survey.
13. **ADVERTISEMENTS.** Purchaser acknowledges that lot sizes, area of lots and plans of lots set forth in any circular and other advertising of this sale may not be accurate and that in signing this agreement Purchaser relied on the description or plan set forth or referred to in this agreement and not upon any circular or other advertising of this sale.



DUDLEY RESOURCES

BROKERAGE - AUCTIONS - MANAGEMENT

14. SELLER'S AGENT ONLY. Purchaser acknowledges that Auction Firm is the agent for Seller only, and it is understood and agreed that Auction Firm shall not be held liable to the Purchaser, either directly or indirectly, for breach of any provision of this Agreement. In the event that Auction Firm is found liable to the Purchaser, then the extent of Auction Firm's liability shall be limited to the amount of any funds paid to Auction Firm under this Agreement.
15. ADDITIONALLY, BOTH PURCHASER AND SELLER ACKNOWLEDGE RECEIPT OF, AND HAVE COMPLETED THEIR RESPECTIVE PORTIONS OF, THE RESIDENTIAL PROPERTY DISCLAIMER STATEMENT, REQUIRED DISCLOSURE OF BROKERAGE RELATIONSHIP, AND IF APPLICABLE (FOR HOUSES BUILT PRIOR TO 1978), DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FORM, WHICH ARE INCORPORATED HEREIN BY REFERENCE HERETO. PURCHASER FURTHER ACKNOWLEDGES RECEIPT AND COMPLETION OF THE BID PACKAGE FOR THIS PROPERTY AND THE "IMPORTANT NOTICES FOR ALL PURCHASERS OF RESIDENTIAL REAL ESTATE" FORM, AND AGREES HE/SHE HAS SUBMITTED THAT FORM TO AUCTION FIRM WITH HIS/HER SIGNATURE, AND, IF NOT, AGREES TO WAIVE RIGHTS TO ALL NOTICES AND DISCLOSURES THAT FORM, AND THE BID PACKAGE CONTAIN AND RELINQUISHES ALL CAUSES OF ACTION BASED ON FAILURE TO DISCLOSE ANY OF THE INFORMATION CONTAINED THEREIN.
16. ACKNOWLEDGMENTS. Purchaser acknowledges that the Property is being offered for sale "AS IS" and will convey in "AS IS" condition, without warranty expressed or implied as to the condition of the premises.
17. TIME IS OF THE ESSENCE. All Times herein shall be of the essence of this agreement. In the event that Purchaser does not close on time, Purchaser shall be liable to the Auction Firm in the amount of \$100.00 for each day that closing does not occur as scheduled herein as an administrative late fee. The parties agree and acknowledge that such amount shall be for reimbursement of administrative expenses incurred by Auction Firm as a result of such delay, and is not a penalty. The sum of such expenses may be deducted from the Purchaser's deposit and any deficit of deposit will be paid at closing.
18. RISK OF LOSS. Seller assumes until settlement, all risks of loss or damage to the property by fire, windstorm, casualty, or other cause.



19. AGREEMENT OF SALE. Agreement of Sale shall be construed, interpreted, and applied according to the laws of Virginia, and it shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. This is a legally binding contract and if not understood, competent advice should be sought before it is signed.
20. FAX/ELECTRONIC AGREEMENT. Purchaser and Seller agree that a facsimile/electronic transmission of any original document shall have the same effect as an original. When a facsimile copy has been signed, any signature and/or initials required on an original shall be completed prior to closing.
21. PLEASE NOTE: THIS ENTIRE AGREEMENT IS MADE AT THE FALL OF THE HAMMER. THE TERMS AND CONDITIONS CONTAINED IN THE BID PACKAGE ARE INCORPORATED HEREIN AND MADE A PART HEREOF. IN THE EVENT THAT THIS AGREEMENT CONTRADICTS THE TERMS AND CONDITIONS, THIS AGREEMENT SHALL TAKE PRECEDENCE.
22. ENTIRE AGREEMENT. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO PRIOR AGREEMENT OR REPRESENTATION OF ANY KIND, AND NO CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OR REPRESENTATION AND NO DEALING BETWEEN THE PARTIES OR CUSTOM SHALL BE PERMITTED TO CONTRADICT, VARY OR ADD TO THE TERMS AND CONDITIONS OF SALE. THE AGREEMENT HEREWITH, MAY NOT BE ASSIGNED BY PURCHASER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER AND AUCTION FIRM.
23. The Seller of this property has 5 business days in which to approve the offer. If offer is not approved, then the Auction Firm will refund Purchaser its deposit within 10 business days of the auction.
24. 1031 TAX EXCHANGE. By signing below, the Purchaser agrees to sign any additional documents as may be necessary for Seller in order to facilitate a 1031 Tax Exchange.



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