

RENTAL AGREEMENT

This is AGREEMENT made this _____ day of _____, 199__ by and between John A. Romano and/or William Carrens, hereinafter referred to as Owner, and _____ hereinafter referred to as Occupant.

WITNESSETH:

1. THAT IN CONSIDERATION of the premises, rents and covenants herin expressed, Owner hereby leases to Occupant and Occupant rents from Owner, upon terms and conditions herein set forth, the certain property known as the _____ at 135 or 142 Lake Court, Bumpass, VA 23024, in Bearcastle Subdivision at Lake Anna, for the term commencing at _____ a.m. or p.m. on _____, 199__ and ending at _____ a.m. or p.m. on _____, 199__.

Total rent is \$_____. First installment of \$_____ due now please, \$_____ due _____ and \$_____ due _____.

- 2. Payment of said installments and key to be returned to: John A. Romano 5626 Monumental Ave, Richmond, VA 23226, and telephone number (804) 285-7771. William Carrens' telephone number in Springfield, VA is (703) 569-8639.
3. Occupant agrees to pay Owner a handling charge of \$15.00 for any check returned for insufficient funds or any other reason.
4. Occupant has paid, or before occupying the premises agrees to pay the sum equal to \$_____ as security for the faithful performance by Occupant of his obligations hereunder. In the event of any breach or failure of occupant hereunder, the Owner shall have the right to use and apply the said security deposit in the manner provided herein and permitted by law. Within seventy-two (72) hours following termination of the tenancy, Owner shall make a final inspection of the premises. If Occupant has faithfully performed his obligations hereunder, paid all rent and other charges due Owner, returned all keys and left the premises (including all fixtures, facilities and appliances) in the same condition as when premises were occupied, except for reasonable wear and tear and normal depreciation, the Owner shall immediately return the amount of the security deposit to Occupant. If Owner has made any deductions from security deposit all of said deductions shall be fully itemized in writing to Occupant.
5. The premises are rented furnished, and are equipped with the following appliances: washer/dryer, microwave, dishwasher, toaster, coffee maker, color T.V. with remote control, DirectTV, VCR, popcorn popper, telephone & charcoal grill.
6. Occupant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, air conditioning and other fixtures, facilities and appliances in the premises, and Occupant shall be responsible to repair them at his expense for any damage caused by his failure to comply with this requirement.
7. Occupant shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises (including fixtures, facilities and appliances) or permit any person to do so, whether known by the Occupant or not, and Occupant shall be responsible for any damage caused by his failure to comply with this requirement.
8. Occupant shall not keep pets on premises without written consent or Owner. If written consent is granted, the following pet(s) of noted size, age and breed may be kept on the premises: _____.
9. The Owner shall give the Occupant quiet enjoyment for the term of the lease. The Occupant agrees to conduct himself and to require others on the premises with his consent to conduct themselves, whether known to Occupant or not, in a manner that will not disturb his neighbors' peaceful enjoyment of their premises. The Occupant further covenants and agrees that he will not use nor permit to be used the premises for any improper, illegal, or immoral purposes, nor will he use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner.
10. The Occupant agrees not to make any copies of keys to the premises and upon termination of this lease, the Occupant shall surrender all keys to the premises. Owner shall not be responsible for the protection of Occupant from violent or criminal acts, on or off the premises.
11. All personal property placed in the leased premises, or in any other portion of the property on which the premises is located shall be at the sole risk of the Occupant or the parties owning the same, and the Owner shall in no event be liable for the loss, destruction, theft, or damage to such property unless caused by or resulting from negligence of the Owner, or his employees.
12. It is understood and agreed that in the case of the violation of this Agreement in any way by the Occupant, the Owner hereby is expressly given the right to take any action stated herein and all other actions not stated herein but which are allowable by law.
13. Owner and Occupant agree that in the event of any litigation with respect to this Rental Agreement the proper forum for such litigation shall be Henrico County, Virginia (near Richmond). In the event that Owner uses and attorney to enforce this Agreement, Owner is entitled to collect reasonable attorney's fees in addition to rents, damages, and other charges due from Occupant.
14. Occupant must remove its trash from the house and place it in the receptacles provided along the driveway near the boat launch.
15. If the rental amounts and deposit are not paid as requested, or if any checks are returned by Occupant's bank unpaid (for any reason), Owner may, at his option, void this Agreement. If so voided, Owner will give immediate notice to Occupant.
16. Capacity of the houses is limited due to the size of the septic field. There is a maximum occupancy of four (4) people in the 1 bedroom cottage and twelve (12) people in the 4 bedroom house, except for brief stays (of 2 night maximum duration) during which time no more than six (6) people may use the facilities in/of the 1 bedroom cottage and no more than sixteen (16) people may use the facilities in/of the 4 bedroom house. Additionally, day visitors must not exceed six (6) for the 1-bedroom cottage, and eighteen (18) for the 4-bedroom house, without the advance written permission of Owner. Exceeding these limits will cause extra wear and tear on the septic system (both parties agree to this) and Owner may, at Owner's option and as liquidated damages, cause forfeiture of deposit, termination of lease without refund, and/or for the septic tanks to be pumped at Occupant's expense.

THIS RENTAL AGREEMENT is the entire agreement between the parties, and no modification or addition to it shall be binding unless put into writing and signed by all parties hereto. The covenants, conditions and agreements contained herein are binding upon and shall inure to the benefit or the parties hereto and their respective heirs, executors, administrators, and/or assigns. Parties signing this Agreement shall be jointly and severally liable. Wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. Time is of the essence in all matters.

Witness the following signatures and seals:

_____(SEAL) _____(SEAL)
Occupant Date Owner Date

_____(SEAL) _____(SEAL)
Occupant Date Owner Date