

LEASE AGREEMENT

THIS LEASE, made and entered into as of the ____ day of _____, 2018, by and between **Skyline Meadow, LLC**, a Virginia limited liability company, hereinafter called "**Lessor**" or "**Owner,**" and _____, hereinafter called "**Tenant**".

WITNESSETH:

The Lessor hereby leases to the Tenant for a term to commence at 4:00 p.m. on the ____ day of _____, 2018 and to terminate at 11:00 a.m. on the ____ day of _____, 2018, a certain house located at and described as 850 Mill Creek Crossroads, Luray, Virginia 22835, for a rental sum of \$ _____ payable in advance in accordance with the hereafter stated terms.

TENANT DUTIES

1. Tenant agrees to keep the Premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Tenant uses; and notifying Lessor in writing of the need of replacement of or repairs to a smoke detector, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation. Tenant's breach of any duty contained in this paragraph shall be considered material, and shall result in the termination of Tenant's tenancy.

2. Cancellation. In the event of a cancellation by Tenant received by Owner in writing at least 60 days before the commencement of the lease, Tenant shall receive a refund of all payments made by Tenant, less a cancellation fee of \$50.00 and if the Premises are re-rented on the terms set forth herein, or if the cancellation is received at least 30 days before the lease term starts and the premises are not re-rented on the terms set forth herein, Tenant will be refunded 50% of total cost of rental, or if cancellation is received less than 30 days before the lease term starts and the premises are not re-rented on the terms set forth herein, Tenant will not be entitled to a refund of any rent payment made hereunder.

3. Indemnification and hold harmless; rights of entry; assignment; number of occupants. Tenant agrees to indemnify and hold harmless the owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the gross negligence or willful act of the owner, or the failure of the owner to comply with the terms of its lease agreement. Tenant agrees the owner may enter the Premises during reasonable hours to inspect the Premises to make such repairs, alterations or improvements thereto as owner may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenants shall not assign this Agreement or subject the Premises in whole or part without written permission of owner. The maximum number of people who may use the premises during the rental period shall not exceed the maximum number of occupants allowed by local health department regulations, and in any event not more than 10 persons.

4. Pets. Unless otherwise specifically permitted in this Agreement (including any addendum hereto), NO pets shall be allowed on the Premises without prior written approval by owner. Tenant's breach of this provision shall be considered material, and shall result in the termination of Tenant's regulations and an additional cleaning fee will be charged to the Tenant.

5. Payments. The rent, tax, reservation advance rental payment, balance of rent and other charges are as indicated on face of agreement. PERSONAL CHECKS ARE NOT ACCEPTED. Payment must be cashier's check, MasterCard, Discover or VISA.

6. Keys. One set of keys are available for each unit. Security code to access lock box containing keys (located outside of kitchen door) will be provided to guest prior to check-in. Keys are to remain inside the lock box after each use. There will be \$10 service fee per key charged against your security deposit for lost or unreturned keys.

7. Surrender of Premises. Tenant(s) covenants and promises to surrender the premises in as good and the same condition as at the commencement of the rental period, reasonable wear and tear excepted; and to reimburse owner(s) the amount, including reasonable attorney's fees, of all other damages.

8. Appliances / Maintenance. There will be no rebates given for inoperable appliances or faulty equipment, unfavorable weather, early departure, interruption of utilities, construction in the area nor maintenance problems. False or unwarranted maintenance repairs called for by tenant will be billed to tenant. Owner, upon being notified of any malfunction, will make every reasonable effort to have any such appliance, air conditioner or heating system promptly repaired.

9. Clean-up or repair. The parties hereto, agree that the owner, or its employees for the purpose of clean-up and repair may enter the premises at 11:00 a.m. on the date the rental period terminates. Tenant(s) agrees to surrender the possession of the premises hereby leased at the expiration of the rental period peacefully and without delay. An Excessive cleaning fee of a minimum of \$250.00 will be charged if (smoking inside and cigarettes and ashtrays not disposed of properly, using oils/soaps, etc. in hot tub, trash not contained in bags and disposed of in proper receptacles, dishes are left dirty, any spills, linens and carpets that requires extra equipment to clean.....etc.)

10. Personal property. All personal property of the tenants on said premises shall be and remain his sole responsibility and risk, and the owner(s) shall not be liable for any damages to, or loss of such personal property arising from any acts of negligence of the owner or any other persons, nor from the leaking of the roof, or from bursting, leaking or overflowing of water, sewer or steam pipe, or from heating or plumbing fixtures, or from the handling of electrical wires or fixtures, or from any cause whatsoever, nor shall the owner(s) be liable for any injury to the person of the Tenant(s) or other persons in or about the premises, the tenant(s) expressly agreeing to save the owner(s) harmless in all such cases and events.

11. Check-in, check-out. Tenant agrees that rental commences no sooner than 4:00 p.m. on the date indicated on the face of this lease. No early check-ins allowed to permit ample

cleaning time unless prior written approval is granted by owner. 100% of rent is due at time of reservation. Key and directions to rental unit will be furnished at check-in, provided that the total amount due to owner has been received. Tenant agrees to vacate the premises not later than 11:00 a.m. on check-out day, remove all trash and place in proper outside receptacles, leave property in a clean, orderly manner, lock door and return keys to lock box by 11:00 a.m.

12. Disputes. This lease shall be governed by and interpreted in accordance with the law of the Commonwealth of Virginia, and shall be treated as though it were executed in the County of Page, State of Virginia. Any action relating to this agreement shall only be instituted and prosecuted in courts in Page County, Virginia. Tenant specifically consents to such jurisdiction and to extraterritorial service of process.

In the event that owner is required to employ the services of any attorney to enforce the terms of this agreement or to in any way or manner engage in any litigation in any Court to enforce the terms of this agreement then in addition to any other sums which may be due from tenant to the owner, tenant agrees to pay the reasonable attorney's fees of the owner incurred in enforcing the terms of this agreement as a result of any breach of the terms of this agreement or material non-compliance with the terms of this agreement by the Tenant. The sole jurisdiction for any claims or disputes between the parties shall be the courts of Page County, Virginia.

13. Buyer Casualty. In the during the rental period the building is so damaged by fire, without fault or negligence of the Tenant, such that it is rendered holy unfit for occupancy and cannot be repaired within forty-eight (48) hours, then this lease shall terminate as of the date of such casualty and tenant as of the date of such casualty and tenant shall pay the rent apportioned to the time of the casualty. If such injury or casualty can be repaired within forty-eight (48) hours thereafter the owner may enter and repair and the lease shall not be affected except that the rent shall be suspended during repairs.

14. Disclaimer of Warranties. The Tenant understands and agrees that there are no further, other or additional warranties, expressed or implied, of merchantability, fitness for a particular purpose, or otherwise, hereunder or as a result thereof that extend beyond the description of the face of the lease agreement and are not expressly stated herein.

15. No fraternity, school or civic groups, high school or college student groups are allowed. Photo I.D's must be furnished upon request. Absolutely no house parties are allowed without prior written approval by owner. Violation of the above is grounds for immediate lease termination and or eviction without refund. There will be no exceptions. Tenant represents that he/she is an adult 25 years or older.

Witness the following signatures and seals.

LESSOR/OWNER:

Skyline Meadow, LLC

By: _____ (SEAL)

Name: _____

Title: _____

LESSEE:

_____ (SEAL)

_____ (SEAL)