

---

# MANAGEMENT PROGRAM

---



Northern Virginia Residential  
Property Management &  
Leasing Specialists

*Property management is  
our ONLY business!*

3829 Plaza Drive | Fairfax, VA 22030 | 703.385.3600





## TABLE OF CONTENTS

Property Management Program.....	1 - 2
Fee Schedule.....	3
Directions to Our Office .....	4
WJD Staff.....	4 - 5
Client Testimonials.....	6 - 7
Tenant Testimonials.....	8 - 9
Our Contract.....	11-15
Our Lease .....	16 - 23
Sample Monthly Statement .....	24
Sample Year-End Summary .....	25

## PROPERTY MANAGEMENT PROGRAM

**Setting The Price:** We perform a detailed rental market analysis of your home including neighborhood factors and current market conditions and use this information to determine the most competitive price.

**Finding A Tenant:** Your home is aggressively marketed through the Multiple Listing Service, yard signs, virtual tours, social media and a wide variety of websites. We also network with agents from other firms who specialize in working with renters as well as local corporate relocation contacts who assist individuals moving into our area. We begin the marketing process 60 days before the property is available to rent and our listings reference a 12- to 24-month lease requirement with the understanding that any other term must be negotiated with the landlord. On the issue of pets, we earnestly recommend indicating in the listing that you will consider pets on a case-by-case basis with an additional security deposit. In this fashion you may choose among applicants depending on what pet situation you are comfortable with. We do not collect a nominal “pet deposit” as most other firms do but rather require a larger security deposit, a minimum of \$500 additional deposit per animal which affords you much greater protection.

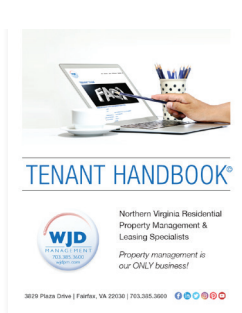
**Rental Agents:** We have our own staff of leasing agents, skilled professionals who specialize in showing rental property, are good at evaluating tenants’ needs, stay informed of all Fair Housing codes and will present your property in its best light.

**Qualifying The Tenant:** Our strict requirements and careful evaluation of prospective tenants have led to an enviable eviction rate far below the average for our area. We verify prospective tenants’ employment (salary, position, length of time on the job, probability of continuing) and contact their landlords for references. We subscribe to Safe Rent which provides us with credit information from all three of the nation’s largest credit reporting bureaus, as well as criminal background checks. Applicants are qualified financially using a 40% debt-to-income ratio including the cost of housing. Once we have verified all information and obtained references we will make a recommendation to you. The final choice is yours but of course must be made within Fair Housing guidelines.

**Lease Preparation:** We use the standard Northern Virginia Association of Realtors® Deed of Lease which contains many provisions designed to protect your investment. It is regularly updated by NVAR legal counsel to reflect any new requirements or protections available under the law. Unless you specify otherwise we will negotiate a minimum twelve-month lease.



*Our strict screening process helps us find the best tenants for your home!*



***Tenant Handbook:*** All tenants are given a copy of our *Tenant Handbook*® which outlines what we expect from them and what they can expect from us as your property manager. It includes such topics as care of the home, emergency procedures and move-out requirements for when they vacate.

***Rent Collection:*** We believe in actively communicating with tenants to prevent various situations that may arise from becoming collection issues. In the event of a problem our timely procedures assure you of minimum income loss.

***Inspection Schedule:*** An extensive report is generated prior to tenant occupancy noting the interior and exterior condition of your home. Comprehensive interim inspections are then conducted throughout the tenancy (these are posted on our website and include photos) with a final inspection being made after tenants have vacated. This schedule helps ensure that your home is properly maintained for as long as it's in our program.

***Maintenance, Repairs, and Preventive Maintenance:*** Deferred maintenance can be very costly in the long run so we make every effort to prevent small problems from becoming bigger ones. Our prompt response to any issues that may arise keeps tenants happy and also encourages them to inform us of issues in a timely manner. We encourage tenants to take care of as many minor items as they can. If they are unable, we call the appropriate vendor, pay the bill when the work is completed and charge your account. For major repairs we solicit bids for your review and selection. We work hard to find competitive prices for quality work.

***Accounting:*** Your net of the rent (rent received from tenant minus our fee and any expenses) is sent electronically to your bank on the 3rd of each month. You receive a monthly statement as well as a year-end income and expense summary. All invoices which we have paid on your behalf are posted to our website. We also submit the required annual IRS Form 1099 for you.

***Investment Information:*** We can assist you in evaluating your real estate investments through market analysis and our extensive experience. If you are planning to buy a rental property, let us have the opportunity to evaluate it before you make your final decision. Our background has helped many to make informed decisions concerning their investments.

***Leasing Services:***

- Aggressive marketing
- Virtual tours with listing photos
- Yard signposts where permitted
- Criminal and credit background report
- Lease negotiation and preparation
- New tenant orientation

***Homewatch Services:***

- Twice monthly home inspections
- Online home inspection photos
- Monthly statements
- Necessary maintenance
- Utility maintenance
- Grounds keeping as needed





## FEE SCHEDULE

**Leasing Fee:** Charged whenever we have to find a tenant, it is one month's rent for a one-year lease; for leases in excess of one year add 25% of one month's rent for each additional year or portion thereof.

**NOTE:** We must pay a sizable portion of this fee to the agent who shows your property and brings us a rental applicant that you accept. If you have the ability to show the home to prospective renters from within your circle of friends and colleagues, we encourage you to do so. Simply refer any interested parties to WJD and we will process them in the same manner as if a leasing agent brought them to us. Your account will only be charged a \$500 administrative fee for this service.

**Lease Extension Fee:** Charged whenever a lease is extended beyond its initial term, it is 25% of one month's rent prorated to the exact term of the extension. If a lease is extended on a month-to-month basis there is a one-time \$400 administrative fee for this service.

**Management Fee:** Charged whenever a tenancy is in effect, it is 8% of the monthly rental amount for houses and townhomes and 9% for condominiums. There is a \$150 minimum monthly management fee regardless of the nature of the residence. We do not have maintenance surcharges, account set-up costs or any other hidden fees and we do offer a discount for multiple properties. A management fee is not charged whenever a tenancy is no longer in effect.

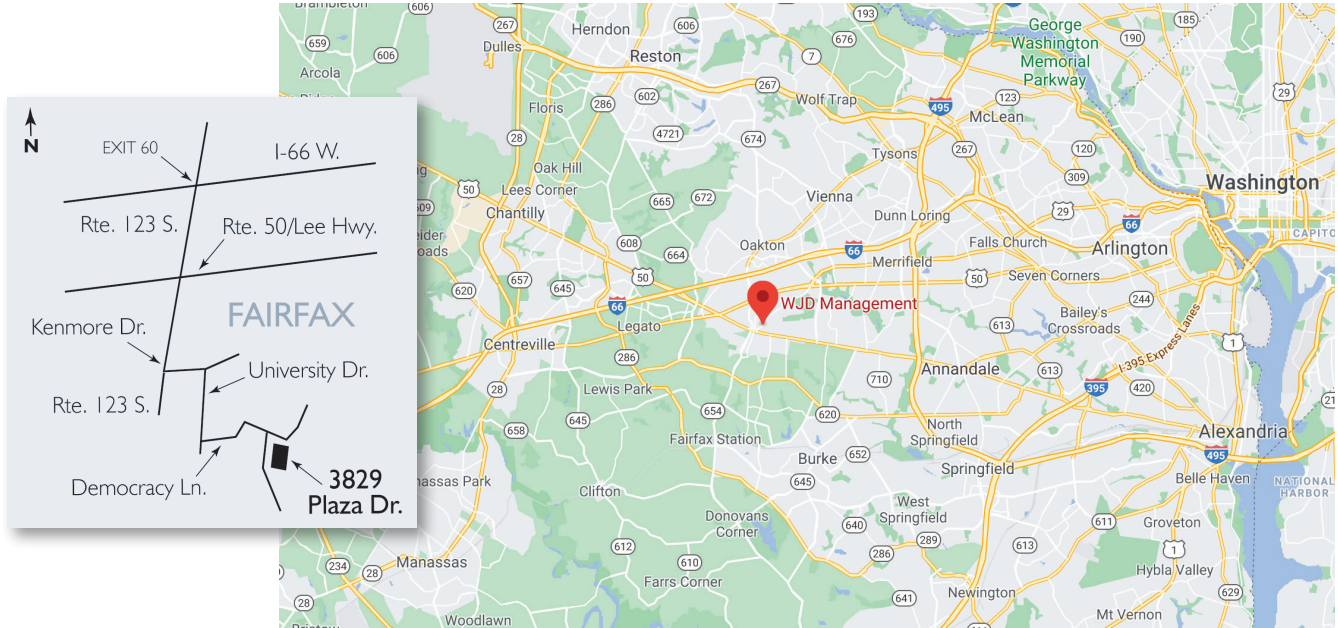
**Advertising Costs:** The costs of listing your property in the Multiple Listing Service, uploading the listing to the WJD website and to various social media platforms, uploading the listing to ListHub.net which exports listings to over 900 real estate search websites, the cost of real estate sign post installations (where permitted) and the cost of virtual tours when possible are all included in your leasing fee.





## DIRECTIONS TO OUR OFFICE

From I-495 (Capitol Beltway) take I-66 West to exit 60 for Route 123 South. Proceed on Route 123 South across Route 50/Lee Highway to Kenmore Drive just before the bridge and turn left. Go one block on Kenmore Drive to University Drive. Turn right on University Drive and proceed to Democracy Lane at the light. Turn left on Democracy Lane and follow to Plaza Drive. Turn right on Plaza Drive then take an immediate left into the parking lot. Bear to the left and we are the first entrance on the main floor.



## WJD STAFF

**Gina Talotta** | *Director of Operations & Comptroller*: Gina holds an MBA from Avila University. She is responsible for the daily administration of WJD's property management and leasing program. Gina posts all the rents, pays all the bills and can answer any questions you may have about rents collected, your monthly statement, payments we make for you and the like.

[gina@wjdpm.com](mailto:gina@wjdpm.com)

**Michelle Williams** | *Associate Broker*: Michelle was the property manager for a local Century-21 firm for almost two decades and joined us shortly after they sold their managed inventory. Her hands-on approach over the years has created a fiercely loyal clientele, many of whom followed her to WJD Management. She is also Principal Broker of our affiliate MMK Realty, LLC which assists both our homeowners and our tenants with all of their real estate sales needs. Michelle has recently earned the notable "Military Relocation Professional" designation.

[michelle@wjdpm.com](mailto:michelle@wjdpm.com)



**Jonathan Arevalo** | *Maintenance Manager*: Jonathan is a recent George Mason University graduate where he majored in biochemistry. He is fluent in Spanish and acquired impressive customer service skills while working as a center consultant at a local FedEx office as well as at the GMU Office of Graduate Admissions where he was a document specialist. Jonathan handles our tenant online maintenance requests.

[jonathan@wjdpm.com](mailto:jonathan@wjdpm.com)

**Henry Kurosaka** | *Property Inspector*: Henry joined our management team after retiring from the Hecht Company at Tysons Corner where he enjoyed a long and varied career in retail sales. He is out in the field daily and is our “eyes and ears” keeping us apprised of numerous issues pertaining to the administration of our management program. He faithfully inspects each home in our inventory every six months.

[henry@wjdpm.com](mailto:henry@wjdpm.com)

**Karen Medrano** | *Leasing Manager*: Karen graduated from the Bolivian Catholic University with a major in Civil Law. Her work experience includes employment in the legal department of the Bolivian American Bank and the Worldwide Legal Service in New York City. She also has more than 15 years of administrative and customer service experience in various Kohl’s stores. Fluent in Spanish, Karen is our other “voice on the phone” when you call our office. She also assists tenants with parking and pool passes and various other HOA/condo association requirements and services.

[karen@wjdpm.com](mailto:karen@wjdpm.com)

**Jordan Morris** | *Maintenance Manager*: Jordan is our gatekeeper, directing calls and handling inquiries. She joined our team after four years at George Mason University studying Art and Visual Technology. Her varied retail and office work history has lent her an impressive customer service repertoire. Jordan also handles our tenant online maintenance requests.

[jordan@wjdpm.com](mailto:jordan@wjdpm.com)

**David Norod** | *Principal Broker*: David determines the rental value of the homes in WJD’s inventory. He is responsible for listing them in the MLS as well as orchestrating our various marketing efforts whenever we must find tenants. He has been a licensed Realtor since 1986 and a licensed real estate Broker since 1996. He is also a professional musician currently playing in several local bands.

[david@wjdpm.com](mailto:david@wjdpm.com)



*Jordan is ready  
to take your call!  
703.385.3600*



## HOMEOWNER TESTIMONIALS

*"It was your professionalism and attention to detail that sold my husband and [me] on your firm."*

— Edward Jr. & Tiffany L.

*"WJD really came through for us when we had to move to Texas on short notice leaving the condo in desperate need of repair and painting."*

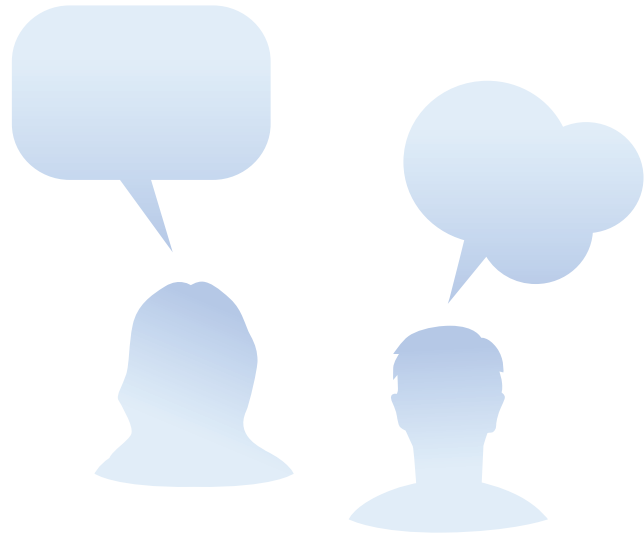
— Kevin & Julie P.

*"WJD will be one of the first phone calls I make next time I'm posted overseas."*

— Sabina A. H.

*"Potential customers should feel confident in the professionalism and continuing communications they will experience with WJD."*

— Douglas M. B.



*"As a member of the U.S. Military... despite the long distances and multiple time zones, there was not a moment when my husband and I felt 'out of touch' with the status of our home."*

— Kelly A. Z.

*"Thanks to the excellent service you and the WJD staff provided, I was able to move from post to post ... without experiencing the worries and problems that many of my Foreign Service colleagues suffered."*

— Kathryn Dee R.

*"In short order you terminated my lease with the existing [problem] tenants, had the house fixed and cleaned at a reasonable cost and found a perfect tenant."*

— M. Eldon C.

*"I had [tenants] who did not turn out to be as responsible as I would have expected, but WJD Management stayed on top of them and made sure that my interests were taken into account."*

— Betty C.



*"Your staff has been very responsive to all my requests and you have always found excellent renters within a short period of time."*

— Betty I. S.

*"WJD handed over the house to me in very good condition which is not very usual for a house rented over such a long period of time."*

— Dr. Ram Nandan P. S.

*"Even though I was overseas, I was always able to reach you easily and my requests were always dealt with in a very prompt and efficient manner."*

— Leslie D.

*"In short, our experience working with WJD was the perfect blend of professionalism and friendly service."*

— Paul & Susan T.





## TENANT TESTIMONIALS

*“WJD is amazing and quick to answer my phone calls.”*

— Charles A., WJD Tenant

*“They have always been extremely responsive and in a quick matter when weve had important issues such as thermostat not working and a leak.”*

— Stephanie S., WJD Tenant

*“We had a great experience with WJD as tenants and we are immensely grateful. All issues we had were answered promptly and resolved quickly. Great professionals to work with. We never had any unpleasant experience. They were always courteous and professional. It is a great company I would strongly recommend for prospective tenants and landlords.”*

— Arthur B., WJD Tenant

*“WJD is great when responding to our needs. Even a simple question receives a prompt response.”*

— Amy B., WJD Tenant

*“The quality of the people you have working for you speaks very highly of your company, and as a tenant I appreciate that.”*

— Charles F. B.

*“We’ve been renting a WJD Management property for almost a year, and have had a positive experience. There have never been any accounting issues with the autopay for our rent, and they are very responsive to maintenance requests. They usually have someone out the same day or next day to handle the issue. We’ve had to use the emergency line one time (water leak due to a major storm) and had a positive experience with the triage process on that line.”*

— Robin T., WJD Tenant

*“This is my first experience renting with a property management company. I am now entering into my third year with them and I cannot sing their praises enough. Every member of the staff has been friendly, helpful and communicative. They definitely have their renters’ best interests at heart. I have had nothing but positive interactions with them. They made the rental application process a breeze. I’ve never had any account issues with paying my rent through their autopay program. Every time I submit a maintenance request the response is almost immediate. I even enjoy working with the companies and individuals they send to do the repairs! WJD is definitely a company I would recommend.”*

— Molly B., WJD Tenant

*"I have been a WJD resident for three years. Our son is very ill and with COVID and my husband's hours were drastically cut at the airlines. WJD was patient, helpful and very communicative. They didn't charge us any late fees and accepted a third-party check so we could stay in our home and fight to keep our son alive. Thanks for allowing us to keep our dignity and treating us with respect while we readjusted our finances...for being a partner in helping us stay in our home and enhancing our rental experience. I have never had more responsive, helpful and respectful landlords before. Thank you!"*

— Shanika B., WJD Tenant

*"I have now been a WJD tenant for five years. It has been a pleasure to work with the team. I truly have not had a single bad experience. When it comes to submitting a work order, WJD is always prompt to respond and make sure we have what we need. Any rare issues involving payments being processed late are met with politeness and understanding. I've been very fortunate to work with WJD and I always recommend them to my friends and coworkers. Thanks for your great customer service and friendliness!"*

— Andrew C., WJD Tenant

*"You have always been professional, courteous, dependable, and above all else, kind to us. We won't forget it."*

— Stephanie & Peter S., WJD Tenants





## OUR CONTRACT



Managing rental property is our *ONLY* business!  
Residential Property Management & Leasing Specialists

### RESIDENTIAL PROPERTY MANAGEMENT AND EXCLUSIVE RENTAL AGREEMENT

This Agreement is made on \_\_\_\_\_, between \_\_\_\_\_ ("Landlord") who owns or has the right to lease the Premises as defined below and WJD Management ("Agent") which is duly licensed to manage the Premises and has complied with all state and local requirements. In consideration of the mutual terms of this Agreement, the parties agree as follows:

#### 1. EMPLOYMENT OF MANAGING AGENT.

**A. Employment And Acceptance.** The Landlord employs the Agent as the sole exclusive agent of the Landlord to lease and manage the Premises upon the terms and conditions provided herein. The Agent accepts the employment and shall furnish the services of the organization for the leasing and management of the Premises. The Landlord shall pay all expenses in connection with those services as provided herein.

**B. Relationship Of The Agent To The Landlord.** The relationship of the parties to this Agreement shall be that of principal and agent, and all duties to be performed by the Agent under his Agreement shall be on behalf of the Landlord, in the Landlord's name and for the Landlord's account. In taking any action under this Agreement, the Agent shall be acting only as agent for the Landlord, and nothing in this Agreement shall be construed as creating a partnership, joint venture or any other relationship between the parties or as requiring the Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Premises. Nor shall the Agent at any time during the period of this Agreement be considered a direct employee of the Landlord. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that the Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement. Any delays in the performance of any obligation of the Agent under this Agreement shall be excused to the extent that such delays were caused by factors beyond the control of the Agent, and any time periods required for performance shall be extended accordingly.

**C. Description Of The Premises.** The property to be managed by the Agent under this Agreement is located at: Street/Address: \_\_\_\_\_, State: \_\_\_\_\_ VA  
Zip Code: \_\_\_\_\_ (Lot No. \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_ in \_\_\_\_\_  
subdivision) ("Premises") consisting of the land, buildings and other improvements.

**D. Term.** The term of this Agreement shall be for an initial period of 1 year (the "initial term") beginning on \_\_\_\_\_, and ending on \_\_\_\_\_; and thereafter shall be automatically renewed from year to year unless terminated as provided in Paragraphs 19 (A), 19 (B) or 24. Each renewal period is referred to as a "term year."

**2. AGENT'S COMPENSATION AND EXPENSES.** As compensation for the services provided by the Agent under this Agreement (and exclusive of reimbursement of expenses to which the Agent is entitled hereunder), the Landlord shall pay the Agent as follows:

**A. For Management Services.** A management fee equal to the greater of (i) \$ 140.00 per month or (ii) 8.0 % of the total monthly gross rentals due the Landlord from the Premises, payable on the 1st day of the month for the duration of this Agreement. Payments due the Agent for periods of less than a calendar month shall be prorated over the number of days for which the compensation is due. A management fee is not charged whenever a tenancy is no longer in effect, however, when no tenancy is in effect for longer than 60 days, a monthly vacancy fee of \$50 shall be charged.

**B. For Leasing Services.** A leasing fee of one month's rent for a one-year lease plus 25% of one month's rent for each additional year or portion thereof when a tenant has been procured and lease signed by the tenant. This leasing fee is in addition to the management fee. If the Landlord shows the Premises to the tenant and no REALTOR® or subagent is involved in the transaction the Landlord shall pay the Agent a \$500 administrative fee when the lease is signed.

**C. For Extending An Existing Lease.** A lease extension fee of 25% of one month's rent prorated to the exact term of the extension when an extension has been agreed to by the tenant. If a lease is extended on a month-to-month basis the Landlord shall pay the Agent a one-time \$400 administrative fee for this service. All leasing and management fees are nonrefundable.

#### 3. BANK ACCOUNTS.

**A. Operating And/Or Reserve Escrow Account(s).** The Agent shall establish a separate account(s) known as the Property Management Operating and/or Reserve Escrow Account(s), separate and apart from the Agent's corporate accounts, for the deposit of receipts collected as described herein, in a bank or other institution whose deposits are insured by the federal government. Such depository shall be selected by the Agent. Funds in the Operating and/or Reserve Escrow Account(s) remain the property of the Landlord subject to disbursement of expenses by the Agent as described in this Agreement. ANY INTEREST ACCRUED ON THIS ACCOUNT WILL BE RETAINED BY THE AGENT.

**B. Initial Deposit And Contingency Reserve.** Immediately upon commencement of this Agreement, the Landlord shall remit to the Agent the sum of \$400.00 to be deposited in the Operating and/or Reserve Escrow Account(s) as a minimum contingency reserve. The Landlord shall maintain the minimum contingency reserve stated above at all times in the Operating and/or Reserve Escrow Account(s) to enable the Agent to pay the obligations of the Landlord under this Agreement as they become due. The Agent shall immediately notify the Landlord should a new contingency reserve amount be required.

3829 Plaza Drive  
Fairfax, VA 22030

Toll Free: 866.938.3600  
www.wjdpdm.com

703.385.3600 (V)  
703.385.8144 (F)





## OUR CONTRACT (cont'd)

**C. Security Deposit Escrow Account.** The Agent shall maintain a separate escrow account for tenant security deposits and advance rentals. Such account shall be maintained in accordance with applicable state or local laws, if any.

### 4. COLLECTION OF RENTS AND OTHER RECEIPTS.

**A. Agent's Authority.** The Agent shall collect all rents, charges and other amounts receivable on the Landlord's account in connection with the management and operation of the Premises. Such receipts shall be deposited in the Operating and/or Reserve Escrow Account(s) maintained by the Agent for the Premises (except for those funds described in Paragraphs 3 (C), 4 (B) and 4 (C) hereof).

**B. Security Deposits.** The Agent shall collect a security deposit equivalent to a minimum of 1 month's rent, deposit it into an escrow account and disburse it in accordance with the terms of each tenant's lease. ANY INTEREST EARNED ON TENANT SECURITY DEPOSITS WILL BE RETAINED BY THE AGENT UNLESS STATE OR LOCAL LAWS REQUIRE THE PAYMENT OF INTEREST TO THE TENANT.

**C. Other Fees.** If permitted by applicable law, the Agent may collect from tenants and retain certain administrative fees including but not limited to: a late payment of rent fee, a returned or non-negotiable check fee, a rental application fee, a fee for drafting an Agreement of Surrender, a re-inspection fee.

### 5. DISBURSEMENTS FROM THE OPERATING AND/OR RESERVE ACCOUNT(S).

**A. Operating Expenses.** From the Operating and/or Reserve Escrow Account(s), the Agent is hereby authorized to pay or reimburse itself for all expenses and costs of operating the Premises and for all other sums due the Agent under this Agreement, including the Agent's compensation.

**B. Debt Service.** The Landlord shall give the Agent advance written notice of at least 30 days if the Landlord desires the Agent to make any additional monthly or recurring payments (such as taxes, special assessments or insurance premiums) out of the Landlord's proceeds from the Premises. If the Landlord notifies the Agent to make such payments after the beginning of the term of this Agreement, the Agent shall have the authority to name a new contingency reserve amount pursuant to Paragraph 3 (B) of this Agreement, and the Landlord shall maintain this new contingency reserve amount at all times in the Operating and/or Reserve Escrow Account(s). Such payments shall be detailed on the Property Management Information Form.

**C. Net Proceeds.** To the extent that funds are available and after maintaining the cash contingency reserve amount as specified in Paragraph 3 (B), the Agent shall **electronically** transmit the cash balances to the Landlord on the 3rd of each month. Agent reserves the right to retain any unpaid funds described in Paragraph 4 (C) prior to transmitting Net Proceeds.

**6. THE AGENT IS NOT REQUIRED TO ADVANCE FUNDS.** If the balance of the Operating and/or Reserve Escrow Account(s) is at any time insufficient to pay disbursements due and payable under Paragraphs 5 (A) and 5 (B), the Landlord shall, immediately upon notice, remit to the Agent sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall the Agent be required to use its own funds to pay such disbursements. Nor shall the Agent be required to advance any monies to the Landlord, to the Security Deposit Escrow Account, or to the Operating and/or Reserve Escrow Account(s).

If the Agent advances any monies in connection with the Premises to pay any expenses for the Landlord, such advance shall be considered a loan subject to repayment. The Landlord shall reimburse the Agent and the Agent may deduct such amounts from any monies due the Landlord.

### 7. FINANCIAL AND OTHER REPORTS.

**A. Landlord/IRS Relationship.** The Landlord ☐ is or ☒ is not a nonresident alien individual, foreign partnership or a non-U.S. corporation; if the Landlord is, all required Internal Revenue Service (IRS) forms will be promptly submitted by the Landlord.

**B. Nonresident Registration.** If the Landlord is a nonresident property owner, the Landlord shall register with the Commonwealth of Virginia and sign all necessary state forms regarding the receipt of income on the Premises.

**C. Reports.** By the last day of each month, the Agent shall furnish the Landlord with a statement of cash receipts and disbursements from the operation of the Premises during the previous month. The Agent shall submit to the IRS at the conclusion of each calendar year a Form 1099 indicating the total income received from the Premises and shall also furnish the Landlord with a summary statement of cash receipts and disbursements for the calendar year.

### 8. ADVERTISING.

**A.** The Agent is authorized to show and make available the Premises to all persons without regard to race, sex, color, religion, national origin, mental or physical handicap, familial status, elderliness and all other classes protected by any law or ordinance.

**B.** The Agent is authorized to advertise the Premises or portions thereof for rent, using periodicals, signs, plans, brochures, displays or such other means as the Agent may deem proper and advisable. The Agent is authorized to place signs and a MLS keysafe/lockbox on the Premises advertising the Premises for rent, provided such signs comply with applicable laws and regulations.

### 9. LEASING AND RENTING.

**A. Agent's Authority To Lease The Premises.** The Agent shall make all reasonable efforts to keep the Premises rented by procuring tenants. The Agent is authorized to negotiate, prepare and sign all leases, including all renewals and extensions of leases and to cancel and modify existing leases. The Agent shall sign all leases as agent for the Landlord. All costs of leasing shall be paid out of the Operating and/or Reserve Escrow Account(s). No lease shall be in excess of 2 year(s) without written approval by the Landlord. Leases are to be written on a lease form provided by the Agent.



**B. No Other Rental Agent.** During the term of this Agreement, the Landlord shall not authorize any other person, firm or corporation to negotiate or act as leasing or rental agent with respect to any leases on the Premises. The Landlord shall promptly forward all inquiries about leases to the Agent.

**C. Rental Rates.** The Agent shall employ best efforts to obtain a suitable tenant as soon as possible, at a monthly rent of current market value or such other amount as may be agreed upon by the Landlord and the Agent. The Agent shall negotiate and sign lease extensions or subsequent leases on the Premises which in the Agent's best judgment provide a fair return to the Landlord and are consistent with the Landlord's instructions.

**D. Enforcement Of The Lease.** The Agent is authorized to institute, in the Landlord's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Premises, or for the eviction or dispossession of tenants or other persons from the Premises. The Agent is authorized to sign and serve such notices as the Agent deems necessary for lease enforcement, including the collection of rent or other income. If the Agent deems legal action necessary, the Landlord authorizes the Agent to retain an attorney at the Landlord's expense.

**E. Cooperation And Compensation To Other Agents.** The Agent is authorized to make a blanket unilateral offer of cooperation and compensation to other agents in any Multiple Listing Service that the Agent deems appropriate and to disseminate information by printed form and/or electronic computer service.

**F. Inspections.** The Agent shall make inspections of the Premises at the time of occupancy and every six months following, when the tenant vacates and at such other times as the Agent feels necessary or advisable and report matters concerning the condition of the Premises to the Landlord.

**10. REASONABLE MAINTENANCE AND REPAIR.** The Agent shall make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Premises in its present condition and for the operating efficiency of the Premises, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$ 350.00 must be approved by the Landlord in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Premises, to avoid the suspension of any essential service to the Premises, to avoid danger to life or property or to comply with federal, state, or local law, such emergency repairs shall be made by the Agent at the Landlord's expense without prior approval. **Landlord agrees to immediately notify Agent of any service or maintenance contracts or home warranty in effect at the time of this Agreement.**

**11. ADMINISTRATION OF HOME WARRANTY.** In the event a Home Warranty is in effect on the premises, the AGENT'S COMPENSATION FOR MANAGEMENT SERVICES referenced in Article 2.A. shall be increased to the greater of \$250 or 9.0 % for the duration of the contract. WJD Management will work with the warranty company through the current contract period and any subsequent contract period(s) with the understanding that we strongly urge you not to renew the contract when it is about to expire. In the event of emergencies including but not limited to lack of heat, lack of hot water, lack of air conditioning, leaking fixtures and/or appliances, WJD Management will contact the Home Warranty company to initiate the repair. **Should the Home Warranty company not respond within twenty-four (24) hours, WJD Management shall have the authority to use a WJD Management preferred vendor to effect the repair.**

**12. UTILITIES AND SERVICES.** The Agent shall, in the Landlord's name and at the Landlord's expense, make contracts for electricity, gas, fuel or water, and such other services as are necessary or prudent for the operation of the Premises. All utility deposits shall be the Landlord's responsibility, except that the Agent may pay the same from the Operating and/or Reserve Escrow Account(s) at the Landlord's request.

**13. INSURANCE.** The Landlord shall obtain and keep in force adequate insurance against physical damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Premises. The deductible required under such insurance policies shall be the Landlord's expense. The Agent shall be covered as an additional insured on all liability insurance maintained with respect to the Premises. Liability insurance shall be adequate to protect the interests of both the Landlord and the Agent and in form, substance and amounts reasonably satisfactory to the Agent. The Landlord shall provide the Agent with proof of fire insurance policies in force and shall obtain adequate vandalism coverage if the Premises are vacant in excess of 30 days. The Landlord shall furnish the Agent with certificates evidencing fire and liability insurance or with duplicate copies of such policies within 30 days after the date of this Agreement.

**14. SAVE HARMLESS.** The Landlord shall indemnify, defend and save the Agent harmless from all loss, investigation, suits, damage, cost, expense (including attorneys' fees), liability or claims for personal injury or property damage incurred or occurring in, on or about the Premises.

**15. AGENT ASSUMES NO LIABILITY.** The Agent assumes no liability for any acts or omissions of the Landlord, or previous landlords, or previous management or other agents of either. The Agent assumes no liability for failure of or default by any tenant in the payment of any rent or other charges due the Landlord or in the performance of any obligations owed by any tenant to the Landlord pursuant to any lease or otherwise. Nor does the Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the term of this Agreement. Any such regulatory violations or hazards discovered by the Agent shall be brought to the attention of the Landlord and the Landlord shall promptly cure them. Landlord agrees that Agent shall have no responsibility for the condition or return to Landlord of any items not permanently attached to the Premises which are left behind when Landlord vacates. Landlord agrees there will be no expectation that personal property will be returned and indemnifies and holds Agent harmless from any loss or claim for such items.

**16. LANDLORD'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.** The Landlord shall pay all expenses incurred by the Agent, including without limitation reasonable attorneys' fees and court costs incurred while performing the duties outlined in this Agreement. The Landlord shall also pay reasonable expenses incurred by the Agent in obtaining legal advice regarding compliance with any law affecting the Premises or activities related to them. Landlord agrees to pay Agent \$250 per person per occurrence should Agent be required to testify in court on Landlord's behalf.

3829 Plaza Drive  
Fairfax, VA 22030

Toll Free: 866.936.3600  
www.wjdpdm.com

703.385.3600 (V)  
703.385.8144 (F)



## OUR CONTRACT (cont'd)

**17. REPRESENTATIONS.** The Landlord represents and warrants: That the Landlord has full power and authority to enter into this Agreement and that no other consent is required to enter into this Agreement; that there are no written or oral agreements affecting the Premises other than tenant leases, copies of which have been furnished to the Agent; that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Premises for the purposes intended under this Agreement; that to the best of the Landlord's knowledge, the Premises are zoned for the intended use; that all leasing and other permits for the operation of the Premises have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like (including without limitation those pertaining to hazardous or toxic substances); that neither the Landlord nor the Property is the subject of any pending or threatened bankruptcy or foreclosure or other legal action affecting the Property; and that all financings and taxes affecting the Property are paid current.

### **18. BUILDING COMPLIANCE.**

**A.** The Agent accepts no responsibility for compliance of the Premises or any building thereon or any equipment therein with the requirements of any building code or with any statute, ordinance, law or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify the Landlord promptly or forward to the Landlord promptly any complaints, warnings, notices or summonses received by the Agent relating to such matters. The Landlord represents that to the best of the Landlord's knowledge the Premises and all such equipment comply with all such requirements, and the Landlord authorizes the Agent to disclose the ownership of the Premises to any such officials and shall indemnify and hold the Agent, its representatives and employees harmless of and from all loss, cost, expense and liability whatsoever which may be imposed by reason of any present, future or alleged violation of such laws, ordinances, statutes or regulations.

**B. Smoke Detectors.** At the Landlord's expense, smoke detectors will be installed and maintained on the Premises in working condition in accordance with the law prior to and during the tenant's occupancy.

**C. Carbon Monoxide Detector.** At the Landlord's expense and where applicable, a carbon monoxide detector will be installed and maintained on the Premises in working condition in accordance with the law prior to and during the tenant's occupancy.

**D. Moisture and Mold Remediation.** Except as specifically set forth below, the Agent shall have no maintenance obligations with respect to the Dwelling Unit or the Premises relating to the accumulation of moisture or the presence of mold or other fungus. The agent will notify Landlord in writing of any mold condition in the Dwelling Unit or the Premises of which Agent has actual knowledge; provided, however, that Agent will have no obligation to inspect for such condition. It is expressly agreed that Agent will hire a contractor to address any mold or moisture condition in the Dwelling Unit or the Premises. Landlord agrees to indemnify and hold Agent harmless from and against any and all loss, cost, expense, claim, suit, and liability whatsoever by reason of Landlord's failure to perform any maintenance of the Dwelling Unit or the Premises required to prevent harm or injury to any Tenant or the property of any Tenant from mold or other fungus.

### **19. TERMINATION.**

**A. Termination At End Of Term.** This Agreement may be terminated by either the Landlord or the Agent, with or without cause, at the end of the initial term or of any following term year upon the giving of 30 days' written notice prior to the end of the initial term or following term year.

**B. Early Termination.** This Agreement may be terminated by the Landlord before the termination date specified in Paragraph 1 (D) by written notice to the Agent not less than 30 days prior to the termination date specified in such notice and the \$400 Contingency Reserve specified in Paragraph 3 (B) shall be retained by Agent. Should the Landlord sell the Premises prior to the end of the initial term of this Agreement, the Agreement will terminate on the date of sale and the \$400 Contingency Reserve specified in Paragraph 3 (B) shall be retained by Agent. If the Premises are sold at any time after the initial term of this Agreement, the Agreement will terminate on the date of sale. Should any existing lease be terminated by the Landlord during the initial term or any following term year of this Agreement due to transfer of Landlord back to the Washington Metropolitan area, the Agreement will conclude at midnight on the final day of the lease as referenced in the lease termination notice and the \$400 Contingency Reserve specified in Paragraph 3 (B) shall be retained by Agent. This Agreement may be terminated by the Agent before the termination date specified in Paragraph 1 (D) upon 30 days' written notice to the Landlord. Such notice may be served personally or by registered or certified mail, and if served by mail shall be deemed to have been served when deposited in the mail. Such termination shall not release the Agent's right to indemnification by the Landlord set forth above and shall not terminate any liability or obligation of the Landlord to the Agent for any payment, reimbursement or other sum of money due and payable to the Agent hereunder.

**C. Landlord Responsible For Payments.** Upon termination of or withdrawal from this Agreement, the Landlord shall assume the obligations of any contract or outstanding bill incurred by the Agent under this Agreement. The Agent may withhold funds for 30 days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. The Agent shall deliver to the Landlord, 30 days after the end of the month in which this Agreement is terminated, any balance of monies due the Landlord or tenant security deposits, or both, which were held by the Agent with respect to the Premises, as well as a final accounting reflecting the balance of income and expenses with respect to the Premises as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits and other papers or documents which pertain to the Premises.

**D. Bankruptcy Clause.** The Agent shall not be held liable in the event of bankruptcy or failure of the depository bank or savings and loan association where the monies due the Landlord are deposited if it is a federally insured fiduciary account.



**E. Multiple Listing Service.** No Multiple Listing Service or Association of REALTORS® is a party to this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or suggests the amount of compensation for any brokerage service rendered pursuant to this Agreement, whether by the listing broker or by any other broker acting as subagent or otherwise. Unless otherwise directed by the Landlord in writing, the Agent shall enter the listing information into the REALTORS® Regional Information Service database after all Landlord's signatures have been obtained.

**F. Agent's First Lien.** The Agent reserves a subordinated lien and the right to record such lien against the Premises and the rents collected or to be collected on such lease or the proceeds of sale of the Premises, or both for any advances and expenditures made by the Agent for the benefit of the Landlord and the Premises, and not thereafter reimbursed to the Agent by the Landlord.

**20. INDEMNIFICATION SURVIVES TERMINATION.** All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Landlord to have insured or to defend, reimburse or indemnify the Agent shall survive any termination; if the Agent is or becomes involved in any proceeding or litigation by reason of having been the Landlord's Agent, such provisions shall apply as if this Agreement were still in effect.

**21. HEADINGS.** All headings and subheadings in this Agreement and in the accompanying List of Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

**22. COMPLETE AGREEMENT.** This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and assigns. This Agreement, unless amended in writing and signed by the parties, contains the final and entire Agreement of the parties and the parties shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The completed Property Management Information Form is incorporated by this reference. Time is of the essence as to all terms of this Agreement.

**23. RIGHTS CUMULATIVE; NO WAIVER.** The exercise of any right or remedy provided in this Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the parties exercising such right or remedy.

**24. APPLICABLE LAW AND PARTIAL INVALIDITY.** The interpretation of this Agreement shall be governed by the laws of the Commonwealth of Virginia. Any action arising under this Agreement shall be brought in the federal or state court having jurisdiction over the Premises. If any part of this Agreement shall be declared invalid or unenforceable, either party shall have the option to terminate this Agreement by written notice to the other party.

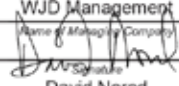
**25. IRS RULING.** The Landlord and the Agent acknowledge that neither the United States Congress nor the Internal Revenue Service has established definitive standards for active participation in the management of investment property. Accordingly, while it is the intention of the parties that the Landlord shall actively participate in management of the Property, the Agent makes no representation or warranty that the provisions of this Agreement shall comply with any requirements for "active participation" by the Landlord.

**26. NOTICES.** Any notices, demands, consents and reports necessary or provided for under this Agreement shall be in writing and shall be addressed as follows, or at such other address as the Landlord and the Agent individually may specify hereafter in writing:

AGENT: 3829 Plaza Drive, Fairfax, VA 22030 LANDLORD: TBA

27. OTHER TERMS: ☒ None ☐ Itemized as follows:

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first set forth above.

AGENT: WJD Management  
By:   
Name: David Norod  
Title: Principal Broker

LANDLORD: \_\_\_\_\_  
Signature  
Signature

Attachments: Property Management Information Form



This is a suggested form of the Northern Virginia Association of REALTORS®, Inc. (NVAR). This form has been exclusively printed for the use of REALTOR® and Non-Resident members of NVAR, who may copy or otherwise reproduce this form in identical form with the addition of their company logo. Any other use of this form by REALTOR® and Non-Resident members of NVAR, or any use of this form whatsoever by non-members of NVAR is prohibited without the prior written consent of NVAR. Notwithstanding the above, no REALTOR® or Non-Resident member of NVAR, or any other person, may copy or otherwise reproduce this form for purposes of resale.



3829 Plaza Drive  
Fairfax, VA 22030

Toll Free: 866.938.3600  
www.wjdpn.com

703.385.3600 (V)  
703.385.8144 (F)



## OUR LEASE



MANAGEMENT

Managing rental property is our ONLY business!

Residential Property Management & Leasing Specialists

### DEED OF LEASE

Property # \_\_\_\_\_

This RESIDENTIAL DEED OF LEASE ("Lease") is made on \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant") who hereby acknowledge by their signatures below that in this real estate leasing transaction, \_\_\_\_\_ WJD Management ("Listing Company") represents the Landlord, and \_\_\_\_\_ ("Leasing Company") represents ☐ the Landlord OR ☒ the Tenant. (If the brokerage firm is acting as a dual representative for both Landlord and Tenant, with or without designated representatives, then the appropriate disclosure form is attached to and made a part of this Lease.)

1. **PREMISES.** The Landlord leases to the Tenant and the Tenant leases from the Landlord, the Premises and all improvements (to include all fixtures, appliances, equipment and systems) described as follows: Street Address: \_\_\_\_\_, Virginia, Zip Code: \_\_\_\_\_, Subdivision: \_\_\_\_\_, Parking Space #: \_\_\_\_\_, County/City: \_\_\_\_\_, and if applicable, Mail Box #: \_\_\_\_\_, If the Premises are a Condominium, Unit #: \_\_\_\_\_, Condominium: \_\_\_\_\_, Storage Bin #: \_\_\_\_\_.

2. **LEASE TERM.** The Term ("Lease Term") will begin at 9:00 a.m. on \_\_\_\_\_, \_\_\_\_\_ and end at 5:00 p.m. on \_\_\_\_\_, \_\_\_\_\_.

**RENT.** The total Rent for the initial Term shall be \$ \_\_\_\_\_. Monthly installments of \$ \_\_\_\_\_ are due in advance on the first day of each month beginning \_\_\_\_\_, \_\_\_\_\_, without demand or deductions, **the first of which must be paid with certified funds.** If the Lease begins on any day other than the first day of the month, Rent shall be prorated with \$ \_\_\_\_\_ due on \_\_\_\_\_, \_\_\_\_\_ for the period of \_\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_. All subsequent monthly rental payments must be made electronically either via ACH or Paylease.

Prior to the expiration of the initial Lease Term or expiration of any extended Term, either of the parties may give the other at least 60 days written Notice of intention not to extend or to renew this Lease. This Notice shall be received no later than the first day of the month and the tenancy shall terminate on the last day of the following month. In the absence of Notice from either party, this Lease shall be extended automatically from month to month upon the same terms and conditions as set forth in the Lease with 60 days written Notice required to terminate. Should Tenant fail to vacate as scheduled, the per diem Rent rate will be at 150% of the Rent.

**ESCALATION.** Rent shall be increased to \$ \_\_\_\_\_ per month effective \_\_\_\_\_, \_\_\_\_\_. Rent shall be increased to \$ \_\_\_\_\_ per month effective \_\_\_\_\_, \_\_\_\_\_.

3. **LATE PAYMENT AND RETURNED PAYMENTS.** Installments of rent not received by the Landlord on or before the due date are late and a default under this Lease. If any installment of rent is not received by the Landlord within 3 days from the due date, the Tenant agrees to pay an administrative charge of ten (10) percent of the Rent. The Tenant also agrees to pay the Landlord an additional charge of \$100.00 for each returned payment. The Landlord has the right to require that all payments be made by money order, cashier's check or certified check and that the entire payment be made by one instrument payable to ☐ Landlord or ☒ Managing Agent. In accordance with standard accounting procedures, all payments made shall be applied against the oldest delinquency, including but not limited to prior months' rent, late fees, administrative fees, and insufficient funds fees previously incurred by Tenant.
4. **FAILURE TO PAY RENT.** Failure to pay any installment of rent, or additional fee, when due is a default under this Lease. If Tenant does not pay rent within 5 days after receipt of written Notice of non-payment and intention to terminate Lease, the Landlord may terminate this Lease. Unpaid rent for the entire remaining Lease Term shall become immediately due and payable. Upon termination, the Landlord shall be entitled to: A.) Possession of the Premises, B.) Any unpaid rent, additional rent, and administrative charges, C.) Any damages sustained, D.) Court costs and reasonable attorney's fees, and E. All other remedies provided by law or equity.

5. **MANAGEMENT.** \_\_\_\_\_ WJD Management \_\_\_\_\_ ("Managing Agent"), Office Address: \_\_\_\_\_ 3829 Plaza Drive, Fairfax \_\_\_\_\_ Virginia, Zip Code \_\_\_\_\_ 22030, Phone Number: \_\_\_\_\_ 703.385.3600, is authorized to manage the Premises and collect rent on behalf of the Landlord and shall exercise all rights of the Landlord under this Lease.

3829 Plaza Drive  
Fairfax, VA 22030

Toll Free: 866.936.3600  
www.wjdpm.com

703.385.3600 (V)  
703.385.8144 (F)

Page 1 of 8

**6. TRUTHFULNESS OF THE RENTAL APPLICATION.** The Tenant warrants that the statements made on the Rental Application ("Application"), which are made a part of this Lease, are material representations that have been relied upon by the Landlord. If any material facts in the Application are untrue, the Landlord shall have the right to terminate this Lease, to hold the Tenant liable for any and all damages to the Premises, to exercise all legal and equitable rights and remedies, and to recover reasonable attorney's fees, court costs, and all costs incurred to reclaim Premises and to rent Premises to another Tenant.

**7. DISCLOSURE OF INFORMATION.** Tenant may from time to time authorize Landlord to disclose information regarding this Lease and the tenancy to third parties, including, but not limited to, future Landlords and mortgage lenders. Landlord will not provide this information if Tenant's Lease termination date is greater than ninety (90) days from the date this information is requested.

**8. USES.** Tenant will use Premises solely as a single-family residence for only those adults and children listed on the Application and those children born, adopted, or placed under the legal care of the Tenant hereafter, and for no other purpose. No portion of the Premises shall be sublet or assigned without the prior written consent of the Landlord. Occasional visits by guests, not to exceed 2 weeks during any consecutive 12-month period are permitted without the prior written consent of the Landlord. The Tenant shall not use or allow the Premises to be used for any disorderly or unlawful purposes and shall comply with all applicable laws, ordinances and Rules and Regulations. This Lease may be terminated at the option of the Landlord in case of any nuisance, excessive noise, disturbance or conduct offensive to any other occupant of the building or neighborhood. Tenant expressly agrees not to allow controlled substances or illegal drugs of any type or paraphernalia used in connection with such substances on the Premises. Should evidence of an unauthorized occupant(s) be found, a \$500 administrative fee shall be imposed, and this Lease may be subject to immediate termination.

The Landlord shall have the right to terminate this Lease upon receipt of a preponderance of evidence that indicates an immediate threat that materially affects the health or safety of either the Landlord or other tenants. For example, the sale or disposition of dangerous drugs or drug paraphernalia on the Premises shall be considered such an immediate threat. In such event, the Landlord shall give the Tenant written Notice of termination with the time of vacating to be commensurate with the urgency of the situation. The Tenant shall vacate and surrender possession of the Premises to the Landlord within the time period specified in the Notice of termination.

**9. VEHICLE PARKING.** No motor vehicle, trailer or motorcycle shall be parked on the Premises without current license plates and jurisdictional tax stickers. All such vehicles must be in operating condition. Vehicles may be parked only in garages, driveways, assigned spaces, or in the street, as regulated by the Owners' Association Rules.

**10. PET(S).** The Tenant and/or Tenant's guest shall not keep pet(s) on the Premises without the prior written consent of the Landlord. Consent may be rescinded if the Tenant does not comply with all Association Documents, Rules and Regulations, and local ordinances. The Tenant assumes all liability and responsibility for any and all damages caused by pet(s) and pledges to restrain or secure pet(s) when access is needed. A Deed of Lease Addendum ☐ Is ☐ Is Not attached to this Lease. If so, written consent is hereby granted only for the pet(s) listed on the Addendum. Should evidence of an unauthorized pet(s) be found, a \$500 administrative fee shall be imposed, and this Lease may be subject to immediate termination.

**11. COMPLIANCE WITH ASSOCIATION DOCUMENTS.** Tenant must abide by the Rules and Regulations of the \_\_\_\_\_ Association, which are available to Tenant. Failure to comply with the provisions of the Association Documents or Rules and Regulations shall constitute a breach of this Lease. All costs incurred to cure such a breach shall be paid by the Tenant, and a \$350 administrative fee shall be imposed per occurrence. This Lease grants the Tenant the right to use the allowable common areas and facilities of the Owner's Association for the Lease Term, provided that the Tenant pays any additional optional user fees. The Landlord agrees to provide the necessary forms for the Tenant to obtain or use any Owner's Association recreation facilities and services.

## 12. UTILITIES/SERVICES.

**Landlord shall be responsible for the payment** of the following utilities/services to the premises:

☐ Electric ☐ Gas ☐ Water ☐ Trash ☐ Sewer ☐ Cable/Satellite TV ☐ Telephone ☐ HOA/Condo Dues  
☐ Other \_\_\_\_\_

**Tenant shall be responsible for the payment** of the following utilities/services delivered to the leased premises:

☐ Electric ☐ Gas ☐ Water ☐ Trash ☐ Sewer ☐ Cable/Satellite TV ☐ Telephone ☐ Internet  
☐ Other \_\_\_\_\_

Electric, Water and Gas (where applicable) utilities must remain connected throughout your Lease term. Should Tenant disconnect any of these services prior to the conclusion of the Lease, they will be reconnected at Tenant's expense and a \$250 administrative fee imposed per utility.

The Landlord certifies to the Tenant that fuel tank(s) are or will be full at the beginning of the Lease Term. The Tenant agrees to purchase fuel from \_\_\_\_\_, as selected by the Landlord, and further agrees to fill fuel tank(s) at the end of the Lease Term.

**13. LANDLORD MAINTENANCE.** Except as otherwise noted the Landlord shall maintain the Premises in good repair and tenantable condition and shall be responsible for repairs not due to the fault or negligence of the Tenant during this Lease.

3829 Plaza Drive  
 Fairfax, VA 22030

Toll Free: 866.936.3600  
 www.wjdpn.com  
 Page 2 of 8

703.385.3600 (V)  
 703.385.8144 (F)





## OUR LEASE (cont'd)

**14. FIXTURES AND APPLIANCES.** The Landlord shall provide as part of the Premises all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, installed wall-to-wall carpeting, smoke, fire and carbon monoxide detectors and those items checked YES below. Any fixtures and appliances provided in "As Is" condition need not be repaired, replaced or maintained by the Landlord. Those items checked "As-Is" below are provided in as is condition, with any faults and Landlord will have no duty to maintain or repair such items.

Yes	No	As Is		Yes	No	As Is		Yes	No	As Is	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range w/oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling fan(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garage opener # _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall oven(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Remote(s) # _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot tub and equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Icemaker/water dispenser	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool and equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood stove
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Microwave oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exhaust fan/range hood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace screen/door
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water treatment system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dehumidifier
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window treatments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window A/C unit(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Security system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

**15. SMOKE DETECTORS.** The Landlord certifies to the Tenant that smoke detectors(s) and carbon monoxide detectors(s), where applicable, have been installed in accordance with the law, and are in working order at the commencement of this tenancy. It is the responsibility of the Tenant to check smoke and carbon monoxide detector(s) periodically during this tenancy and any extension thereof, to replace batteries as necessary, and to report any malfunctions in the smoke and/or carbon monoxide detector(s) to the Landlord in writing.

**16. SECURITY DEPOSIT.** Prior to the beginning of the Lease Term, the Tenant shall deposit the sum of \$ \_\_\_\_\_ ("Security Deposit") to be held by \_\_\_\_\_ WJD Management \_\_\_\_\_. The Security Deposit will be placed in a federally insured depository and accrue interest to the account holder. The Security Deposit is to insure full compliance by the Tenant of all provisions of this Lease, including but not limited to Tenant obligations with respect to property damage caused by the Tenant, guests, and/or pet(s). If the costs of repairs, replacements or Landlord's other damages exceed the Security Deposit the Tenant shall pay for such excess costs. The Tenant cannot use the Security Deposit for any payment of rent or other obligations.

- A. Any Security Deposit forfeitures pursuant to this article are made at the direction of the Landlord and are retained exclusively by the Landlord. WJD Management merely serves as escrow agent for the Landlord and does not retain any portion of the Security Deposit which has been forfeited at the direction of the Landlord. **Tenant shall hold WJD Management harmless for any Security Deposit forfeitures imposed by the Landlord.** Notwithstanding, should Tenant file suit against WJD Management for any portion of the security deposit, and WJD Management prevails in that suit, Tenant shall be liable for WJD Management's actual attorney's fees incurred as a result.
- B. If the Tenant fails to comply with any provisions of this Lease, the Landlord may use any part of or retain all of the Security Deposit for the payment of the following: rent, utilities, any amount the Landlord may expend because of Tenant's noncompliance with this Lease, including any damages or deficiency in the releasing of the Premises, whether accruing before or after reentry by the Landlord.
- C. If during the Lease Term, including any extension, renewal or holdover, any part of the Security Deposit shall be used by the Landlord in accordance with the terms of this Lease or applicable law, the Landlord shall provide Notice to the Tenant of such use and shall provide an itemized list of charges within 45 days. The Tenant shall immediately deposit with the Landlord a sum equal to the amount used so that the full Security Deposit is on hand at all times during the Lease Term.
- D. The Landlord shall provide Notice to the Tenant of the name, address and telephone number of the new Agent or new Landlord in the event of a change in rental management or the sale, transfer or assignment of the Landlord's interest in the Premises or in this Lease. In the event of a sale, transfer or assignment of the Landlord's interest in the Premises or this Lease, the Landlord shall transfer the Security Deposit, be released from all liability, and the Tenant shall look to the new Agent or Landlord for the return of the Security Deposit.
- E. Within 45 days after termination of the tenancy and vacating the Premises the Landlord shall return to the Tenant any remaining amount of the Security Deposit, (or a statement showing charges to be paid against the deposit) provided the Tenant has performed all obligations under this Lease, returned all keys, passes and documents, and surrendered the Premises in the same condition as at the beginning of the Lease Term, except for reasonable wear and tear. Reasonable wear and tear is defined as deterioration that occurs without negligence, carelessness, accident or abuse. Unless evidence of payment of final utility bills has been provided to the Landlord, a minimum of \$250.00 may be withheld from the Security Deposit to pay any unpaid utility bills.
- F. Payment to Tenant shall be made by check, payable to all Tenants unless otherwise instructed by Tenant. All Tenants must agree if the check is being payable to anyone other than all Tenants. **Negotiating, signing and/or depositing this check constitutes settlement in full of any and all claims related to the tenancy at the leased Premises, whether any such claim is against the Landlord(s) or its Agent(s).**

**17. DISPUTES:** Tenant agrees that all disputes and complaints shall be resolved privately and confidentially or through the courts or collection agencies, and further agrees to refrain from making degrading or defamatory statements orally or in writing about any other party and the representatives, partners, or agents of those parties. Tenant agrees that it would be impractical and extremely difficult to ascertain the amount of actual damages caused by a failure to comply with this provision and therefore agrees to pay liquidated damages of \$ \_\_\_\_\_ upon demand in the event of non-compliance.

3829 Plaza Drive  
Fairfax, VA 22030

Toll Free: 866.936.3600  
www.wjdpdm.com

703.385.3600 (V)  
703.385.8144 (F)

- 18. MOVE-IN INSPECTION.** Within 5 days after the beginning of the Lease Term, the Landlord shall submit a written report to the Tenant itemizing the condition of the Premises at occupancy. This report shall be deemed correct unless the Tenant submits additional items in writing within 5 days after the receipt of the report. This report is for information only and does not constitute an agreement to decorate, alter, repair or improve the Premises. Any such request for repairs must be in writing.
- 19. CONDOMINIUM REQUIREMENTS.** Tenant agrees to abide by all Rules and Regulations of the Condominium Owners' Association which are available to the Tenant. Tenant agrees to pay all non-refundable Move-in and Move-out Fees and Elevator Fees. Elevator must be reserved. Tenant will call the Association at Phone # \_\_\_\_\_ to schedule the move. Moving days and hours may be restricted. Tenant will comply the Seasonal Maintenance Programs and provide access for contractor inspections. Tenant will pay any fines imposed for failure to comply with this program. Tenant agrees to register cars, bicycles and pet(s) with the Association.
- 20. TENANT OBLIGATIONS.** Tenants must keep Landlord informed of all telephone numbers and email addresses. The Tenant shall not deliberately destroy, deface, damage, impair, or remove any part of the Premises, nor permit any person to do so. The Tenant shall pay for any repairs or replacements made necessary due to deliberate, accidental or negligent acts or omissions of the Tenant, Tenant's family, guests, employees or pet(s). The Tenant is responsible for:
- A. Maintaining the Premises in a clean and sanitary condition and disposing of all trash, garbage, and waste in sealed containers.
  - B. Using and operating all appliances, equipment and systems in a safe and reasonable manner and not overloading any system. Tenant must drain outside water spigots each fall. In the event the plumbing at the Premises is frozen or obstructed due to the negligence of the Tenant, Tenant's family or guests, the Tenant shall pay immediately the cost of repairing frozen pipes or cleaning such obstruction and any additional costs associated with the repair (e.g., drywall, carpets, etc.).
  - C. Furnishing and replacing all light bulbs with the same style and the same wattage as needed and all fuses with the same kind and amperage as needed.
  - D. Changing furnace and air conditioner filters a minimum of every 2 months.
  - E. Clearing of all drains and toilets, maintenance of all carpeting and flooring in a clean and good condition, replacement and payment for glass and screen breakage.
  - F. Cutting, watering and maintaining the lawn, pruning shrubbery and removing weeds; promptly removing ice and snow from all walks, steps and drives; maintaining exterior gutters, drains and grounds free of leaves and other debris.
  - G. Promptly reporting in writing to the Landlord any defect, damage, or breakage. Failure to report shall make the Tenant liable for the repair of any additional damage. This provision does not obligate the Landlord to repair or correct such defects, breakage, malfunction or damage.
  - H. The cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to keep appointments with service persons who require access in order to make scheduled repairs. Any request for repair is understood to mean that permission to enter the Premises to make the repair has been given by the Tenant.
  - I. Making any repairs, alterations, or additions required by any governmental authority, Owners' Association, insurance company or the Managing Agent due to the Tenant's use.
  - J. The control and elimination of household pests including but not limited to fleas, ticks, roaches, silverfish, ants, crickets, and rodents during occupancy. Upon vacating the Premises, the Tenant shall be responsible for the elimination of all such pests and vermin.
  - K. This home has a walk-out stairwell floor drain: ☐ Yes. ☐ No. If checked Yes, Tenant agrees to keep it operational and free of debris at all times.
  - L. This home has hardwood and/or laminate floors in one or more rooms: ☐ Yes. ☐ No. If checked Yes, Tenant agrees to: ☐ cover 75% of all hardwood floors with area rugs unless waived in #47. **ADDITIONAL TERMS <OR>** ☐ apply felt caps on all chairs and furniture unless waived in #47. **ADDITIONAL TERMS.**
- 21. MOLD AND MILDEW.** Tenant shall maintain appropriate climate control, keep the Premises clean, and take necessary measures to retard and prevent mold from accumulating in the dwelling unit. Tenant agrees to clean and dust the dwelling unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any heating, ventilation or air-conditioning ducts. Tenant also agrees to report immediately in writing to Landlord: A.) any evidence of a water leak or excessive moisture in the dwelling unit, common hallways, storage room, garage or other common area; B.) any evidence of mold that cannot be removed with a common household cleaner; C.) any failure or malfunction in heating, ventilation or air conditioning, and D.) any inoperable doors or windows. Tenant shall be responsible for damage to the dwelling unit and their personal property as well as any injury to the occupants of the Premises resulting from failure to comply with these terms.
- 22. LANDLORD CONSENT REQUIRED.** The Tenant is required to submit a written request, including any plans for restoration, to the Landlord and obtain the Landlord's written consent for any of the following: A.) Remodeling, making any structural change, alteration, addition, or decoration, including papering and painting of the Premises. B.) Installing, attaching, removing, or exchanging appliances or equipment, such as air conditioning, heating, refrigeration, TV antenna or satellite dish, wood burning stoves, fireplace inserts or kerosene heaters. C.) Driving nails or other devices into walls, ceilings or woodwork (other than a reasonable number of picture hanger nails which are permitted). D.) Affixing any object containing an adhesive backing to any surface in the Premises. E.) Attaching plant hooks to the ceiling. F.) Rekeying locks, installing additional locks or security systems. The Tenant must provide the Landlord, and the Owners' Association where required, with a duplicate of all keys and instructions on how to operate all locks and/or systems. G.) Installing iron safes, water beds, or any other extra-heavy objects.





## OUR LEASE (cont'd)

**23. INSURANCE.** The Tenant must maintain an insurance policy which provides public liability, protects his personal property and names the Landlord and Managing Agent as additional insured. Tenant shall provide Landlord with a certificate of such insurance. The Tenant will do nothing and permit nothing to be done on or about the Premises which will increase the cost of or cause the cancellation of any fire or other insurance policy covering the Premises. All of the Tenant's personal property located or stored at the Premises shall be Tenant's sole risk. The Tenant shall indemnify and hold harmless the Landlord from any loss or damage to such personal property. The Landlord and/or the Owners' Association shall not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises.

**24. REQUIREMENTS.** The Tenant shall provide the Landlord with current home and work telephone numbers and provide Notice to the Landlord of all changes. The Tenant shall provide Notice to the Landlord if the Tenant intends to be absent from the Premises for more than 14 days. If the Tenant fails to provide Notice to the Landlord, the Landlord may consider the Premises abandoned, reenter and re-rent, treating the Tenant's personal property as abandoned. The Landlord shall not be liable to the Tenant for these actions. The Tenant shall remain liable for rent due, damage, repairs and any expenses incurred under this Lease until the Premises are rented or the expiration of the Lease Term, whichever occurs first. The Landlord may re-rent the Premises on terms identical to or different from this Lease, and for any amount of rent. The Tenant shall be responsible for any deficiency in rent collected. The Tenant shall not place or display any sign, advertisement or Notice on any part of the Premises. The Tenant shall not create or permit any lien upon the Premises or Tenant's interest in this Lease.

**25. COSTS OF ENFORCEMENT, WAIVER OF EXEMPTIONS, SEVERABILITY AND STATUTORY REQUIREMENTS.**

A. The Tenant shall pay all costs, expenses, fees and charges incurred by the Landlord in enforcing, by legal action or otherwise, any of the provisions of this Lease, including the payment of reasonable attorneys' fees, and the Tenant hereby waives the benefit of any homestead or similar exemption laws with respect to the obligations of this Lease.

B. If the Tenant fails to perform any of the provisions of this Lease (other than failure to pay rent when due), or upon abandonment of the Premises, the Landlord shall give written Notice to the Tenant specifying the particular non-compliance and the Landlord may terminate this Lease not less than 30 days after receipt of such Notice unless the Tenant remedies the non-compliance within 21 days in a manner acceptable to the Landlord. Pursuant to any non-compliance Notice given to the Tenant, the Tenant shall pay a \$400 re-inspection fee for each occurrence. In addition to any costs of enforcement, the Landlord shall be entitled to possession of the Premises, rents and other fees due as well as rents due for the entire remaining Lease Term and any other rights or remedies to which it is entitled at law or in equity. If the Landlord does not pursue Lease termination when non-compliance is noted or accepts additional rents, it does not constitute a Waiver or acceptance of the non-compliance. The Landlord reserves the right to take future action against non-compliance.

C. No Waiver of any breach of any provision contained in this Lease, or compromises or settlement relating to such a breach shall operate as a Waiver of the provision itself, or any subsequent breach. All individual provisions in this Lease shall be severable. If any one or more such provision is determined by any court or administrative body to be unenforceable, or to be in conflict with any law of any applicable jurisdiction such determination shall have no effect whatsoever on the remaining provisions of this Lease.

D. This Lease ☐ is ☒ is not subject to the Virginia Residential Landlord and Tenant Act.

E. In the event that the provisions of any applicable statute, including without limitation the *Virginia Residential Landlord and Tenant Act*, apply to this Lease and are inconsistent with the provisions of this Lease, the provisions of the applicable statute shall control and this Lease shall be deemed to be amended to comply with such provisions.

**26. ACCESS TO THE PREMISES.** The Landlord or designated representative(s), upon reasonable notification to the Tenant and at reasonable times, may enter the Premises in order to do any of the following: A.) Inspect the Premises. B. Make necessary or agreed upon repairs, decorations, alterations, or improvements. C.) Supply necessary or agreed services. D.) Place a "For Rent" or "For Sale" sign and a REALTOR® Lockbox upon the Premises to facilitate showing the Premises to prospective tenants 60 days prior to the end of the Lease Term or prospective purchasers 90 days prior to the end of the Lease Term. E.) Show property to prospective purchasers by appointment any time within Lease term. Landlord's Managing Agent or designated representative(s) may create a listing in the Bright MLS private database advertising the Premises for rent or for sale. In order to be consulted by REALTORS® desiring to show the Premises, the Tenant shall provide a telephone number to be referenced in the listing for the purpose of being contacted to schedule a showing. REALTORS® will be instructed to "Call Before Showing" to coordinate access to the Premises with the Tenant. Reasonable notification to the Tenant shall be defined as a minimum of two (2) hours' notification. Should Tenant fail to provide access to the Premises pursuant to the terms of this paragraph, a \$500 administrative fee shall be imposed, and the Tenant's security deposit may be forfeit at the Landlord's election. **Tenant will remove or secure any pet(s) on the Premises when property is on the market, when repairs are scheduled and when interim property inspections are scheduled. Entrance storm doors must remain unlocked when the property is on the market.**

Whenever possible the Landlord shall make arrangements for contracted workers to coordinate with the Tenant the time and date when workers may enter the Premises in order to accomplish repairs or services. It then shall be the Tenant's responsibility to ensure that these workers have access to the Premises at a time and date convenient to both Tenant and workers during the regular business hours of the firms doing the work. If the Tenant refuses to allow or prevents access, the Tenant shall bear any additional expense, such as after-hours or overtime fees, incurred by the Landlord. Refusal of the Tenant to allow access is a breach of this Lease. The Landlord may take legal action to compel access or may terminate this Lease. In either case, the Landlord may recover actual damages sustained and reasonable attorneys' fees. In case of emergency, where it is impractical for the Landlord to give reasonable notification to the Tenant of the Landlord's intent to enter the Premises, or in case the Premises have been vacated, abandoned, or surrendered by the Tenant, the Premises may be entered by the Landlord or designated representative(s) without notification and without the consent of the Tenant.

**27. TRANSFER OF LANDLORD.** It is agreed that if the Landlord is transferred back to the Washington Metropolitan area by the Landlord's employer or is discharged from active duty with the Armed Forces of the United States or from full-time duty or technician status with the Virginia National Guard, the Landlord shall have the right to terminate this Lease by giving the Tenant at least 90 days' Notice in writing whereupon the Tenant shall vacate and surrender possession of the Premises to the Landlord within the termination time period. Rent shall be prorated to the exact number of days from the date Tenant is given said Notice until the date Tenant surrenders the Premises.

**28. TRANSFER OF TENANT.** Tenant shall have the right to terminate this Lease if the Tenant A.) is transferred 50 miles or more (radius) from the Premises by the employer stated on the Rental Application, B.) is discharged or released from active duty with the Armed Forces of the United States or from full-time or technician status with the Virginia National Guard, or C.) as a member of the Armed Forces of the United States or on full-time or technician status with the Virginia National Guard, is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters. In cases not covered by the Soldiers and Sailors Civil Relief Act, the termination shall be effective on the last day of the second calendar month following the month in which the Landlord receives the Notice of termination. The Tenant shall provide a copy of the Tenant's transfer of orders, the final month's rent (prorated to the effective date of termination) and the following:

- |   |    |   |    |  |
|---|----|---|----|--|
| A. One month's rent if the Tenant has completed fewer than 6 months of the tenancy as of the effective date of termination. | OR | B. $\frac{1}{2}$ of 1 month's rent if the Tenant has completed 6 months or more but fewer than <u>    </u> months of the tenancy as of the effective date of termination. | OR | C. The commission Landlord paid the Managing Agent for the extended Term, prorated to the number of incomplete months of the extended Term, as of the effective date of termination. |
|---|----|---|----|--|

In cases covered by the Servicemembers Civil Relief Act, Tenant may terminate this Lease by delivery of written notice of intent to terminate to the Managing Agent as well as a copy of the servicemember's military orders. The termination shall be effective 30 days after the first date on which the next rental payment is due.

**29. EARLY TERMINATION OF OCCUPANCY.** The Tenant shall not be released from liability for rent and other charges due under this Lease unless the Landlord agrees in writing to release the Tenant from such liability. If Tenant requests an early termination of the Lease and Landlord consents, the Lease may be terminated by a fully executed Surrender of Possession. Tenant shall pay a \$400 administrative fee and agrees to abide by all covenants contained therein.

**30. TENANT CHANGE DURING LEASE TERM.** A "Tenant Change" constitutes adding a Tenant to, and/or removing a Tenant from, the Lease during the Lease Term. In the event of a Tenant Change request before the end of the Lease term, vacating Tenant must provide Landlord with written notice. Any replacement Tenant for vacating Tenant must be qualified through an application process with Agent, and must be approved by Landlord AND the remaining Tenants at the Premises before the vacating Tenant will be released from all terms and conditions of this Lease. Should there be no replacement Tenant for vacating Tenant, remaining Tenants must be re-qualified through an application process with Agent, and must be approved by Landlord before vacating Tenant will be released from all terms and conditions of this Lease. An Addendum to the Lease must be executed by all parties for the Tenant Change. All Tenants agree that Landlord will not be responsible for returning any portion of the vacating Tenant's security deposit. Tenants remaining on the Lease at the end of the Lease term will be fully responsible for all damages and agree that all Tenants are jointly and severally responsible for all terms and conditions of this Lease. An administrative fee of \$400.00 per occurrence will be charged when the Tenant Change occurs during the current Lease term however no administrative fee will be assessed for Tenant changes made at the end of the Lease Term. Should Tenant have a balance due of rent, late fee, NSF fee or other charge, balance must be paid in full before Tenant Change will be permitted.

**31. BANKRUPTCY.** In the event the Tenant is adjudicated bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the Landlord, shall terminate upon 30 days written Notice and the Premises shall be surrendered to the Landlord who reserves the right to repossess the Premises.

**32. LEAD-BASED PAINT.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not maintained properly. Lead exposure is especially harmful to young children and pregnant women. The Premises ☐ were not ☐ were built before 1978. If built before 1978, the **Lead-Based Paint Disclosure** and EPA information book "Protect Your Family from Lead in Your Home" are attached.

**33. CONDEMNATION.** In the event that the Premises or any part of the Premises is taken by any authority exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by the condemning authority. The Tenant waives all claims against the Landlord or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award which the Landlord may receive.

**34. SUBORDINATION.** This Lease is and shall remain subject and subordinate to all mortgages or deeds of trust now or hereafter affecting the Premises or the building in which the Premises are located and any modifications, renewals or extensions to such mortgages or deeds of trust. Although the subordination provision of this section shall be deemed automatic, the Tenant shall, within 5 days after the request, execute any documents requested by the Landlord to effect subordination. If the Tenant fails to do so, the Tenant irrevocably appoints the Landlord as the Tenant's attorney-in-fact to execute the documents on behalf of the Tenant.

**35. NOTICE.** Any Notice provided for or permitted in this Lease to be given by one party to the other shall be mailed via United States mail or delivered personally if within the Washington, D.C. Metropolitan Area; and shall be deemed to have been given on the date of such mailing or personal delivery.

3829 Plaza Drive  
Fairfax, VA 22030

Toll Free: 866.936.3600  
www.wjdpn.com

703.385.3600 (V)  
703.385.8144 (F)

Page 6 of 8





## OUR LEASE (cont'd)

36. **DEATH OF A TENANT OR LANDLORD.** If the Tenant(s) or Landlord(s) should die during the Lease Term, the surviving Tenant/Landlord or the estate of the decedent may terminate this Lease by giving 30 days written Notice and a copy of the death certificate to the other party. This right of termination of the Lease must be exercised within 90 days following the death of the party.
37. **MOVE-OUT INSPECTION.** Tenant has the right to be present at the Landlord's inspection of the Premises. The inspection will be made to determine what portion of the Security Deposit will be returned to the Tenant and whether the Tenant may be liable for damages exceeding the amount of the Security Deposit. **Prior to the inspection, the Tenant shall:**
- A. **Have all carpets and rugs including stairs cleaned by an APPROVED vendor and provide a copy of the paid receipt.**
  - B. **Have the Premises professionally treated for fleas, ticks and odor if pets have been present and provide a copy of the paid receipt.** The approved carpet cleaning vendor can provide this service.
  - C. **Have the Premises professionally cleaned by an APPROVED vendor and provide a copy of the paid receipt.**
  - D. **Where applicable, have all gutters and downspouts cleaned and provide a copy of the paid receipt.** This requirement is waived only if Gutter Helmets are in place.
  - E. **Where applicable and regardless of whether it has been used or not, have the wood-burning fireplace(s) and chimney(s) cleaned and inspected by an APPROVED vendor and provide a copy of the paid receipt.** Gas fireplaces must be cleaned, but do not need to be inspected.
  - F. Eliminate all household pests and vermin from the interior of the Premises.
  - G. Install a clean furnace air filter at every location. Where applicable, provide evidence from the company selected or approved by the Landlord that the fuel tank(s) are refilled.
  - H. If you have attached and/or anchored anything to any wall(s) where removal will require patching and painting, you must use a WJD-approved vendor to accomplish this. **Please do not patch nail holes or touch-up paint yourself.**
  - I. Cut grass, remove leaves, prune shrubs and remove weeds from shrub beds, patios and walkways.
  - J. Ensure that all smoke detectors and carbon monoxide detectors are in working order with fresh batteries.
  - K. Ensure that every lightbulb socket contains a working lightbulb.
  - L. **Leave all keys, garage door openers and other remotes, parking/pool passes and documents provided on the kitchen counter in plain sight. Should ANY such items which you were provided with at move-in not be returned, you will be charged the cost of replacement plus a \$350 administrative fee.**
  - M. Ensure that all trash and personal items have been removed from the premises. Any remaining personal property will be considered abandoned.
- In the event that all of these obligations have not been met when the move-out inspection is conducted, and an additional inspection(s) must be scheduled, a \$400 administrative fee will be imposed per additional inspection.**
38. **SALE TO TENANT.** In the event the Tenant purchases Premises there may be commission due under separate agreement. This paragraph does not give Tenant an option or right to purchase the Premises.
39. **MISCELLANEOUS.** The conditions contained in this Lease are binding on, and may be legally enforced by the parties, their heirs, executors, administrators, successors and permitted assigns, respectively. The captions and headings are for convenience of reference only. This Lease contains the final and entire agreement of the parties and neither they nor their Agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained in this Lease. Any provision of this Lease may be modified, waived or discharged only in writing signed by the party against which enforcement of such modification, Waiver, or discharge is sought. Wherever the context requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include the other gender. Any provision of this Lease which requires the payment of "attorney's fees" or "reasonable attorney's fees" shall only be valid to the extent permitted by law.
40. **FIRE OR CASUALTY DAMAGE.** In the event the Premises are damaged by fire or casualty, the Landlord may repair the damage within a reasonable time after Notice of damage from Tenant or terminate this Lease by Notice to Tenant. If Premises are uninhabitable, Tenants may leave immediately and end this Lease as of the date of departure with 14 days Notice to Landlord. If fire or casualty was caused by Tenant, his guest or employees, the Tenant shall not have the right to terminate this Lease and the Tenant shall be liable for the rent through the Lease Term.
41. **NO SMOKING.** Smoking is not permitted within this residence, including the attached garage if applicable. If smoke or smoke related damage is noted at move-out inspection Tenant may be held liable for the entire cost of remediation.
42. **COUNTERPARTS.** This Lease may be executed in any number of copies or by Fax each of which shall be considered an original but all of which together shall be considered the same Lease.



43. The following are attached and made a part of this Lease:

- ☐ Deed of Lease Addendum  
☐ Lead-Based Paint Disclosure. EPA information book "Protect Your Family from Lead in Your Home" is enclosed.  
☐ Other \_\_\_\_\_

44. This home has a home warranty: ☐ Yes. ☐ No. If checked Yes, Tenant agrees to pay a repair deductible in the amount of \_\_\_\_\_ whenever required. Tenant shall be reimbursed for this expense as an authorized rent deduction.

45. This home has a \_\_\_\_\_ service agreement: ☐ Yes. ☐ No. If checked Yes, Tenant agrees to pay a repair deductible in the amount of \_\_\_\_\_ whenever required. Tenant shall be reimbursed for this expense as an authorized rent deduction.

46. **RENTAL APPLICATION AND TENANT HANDBOOK.** The Rental Application and Tenant Handbook are both incorporated by this reference. Time is of the essence as to all terms of this Agreement. The Tenant Handbook is subject to change without Notice.

47. **ADDITIONAL TERMS.** ☐ None. ☐ Itemized as follows:

Your property number is \_\_\_\_\_. Always refer to this number when communicating with the office. Thank you for your cooperation.

**TENANTS SIGNING THIS LEASE SHALL BE JOINTLY AND SEVERALLY LIABLE.**

**LANDLORD:**

\_\_\_\_\_  
Date Signature (SEAL)

February 2020

**TENANT:**

\_\_\_\_\_  
Date Signature (SEAL)  
\_\_\_\_\_  
Date Signature (SEAL)  
\_\_\_\_\_  
Date Signature (SEAL)  
\_\_\_\_\_  
Date Signature (SEAL)  
\_\_\_\_\_  
Date Signature (SEAL)

3829 Plaza Drive  
Fairfax, VA 22030



Toll Free: 866.936.3600  
www.wjdpn.com

Page 8 of 8



703.385.3600 (V)  
703.385.8144 (F)



## SAMPLE MONTHLY STATEMENT

**WJD MANAGEMENT LLC**  
3829 PLAZA DRIVE  
FAIRFAX, VA 22030

NPP PROPERTIES, LLC  
C/O WJD MANAGEMENT  
3829 PLAZA DRIVE  
FAIRFAX, VA 22030

Statement Date: November 01, 2020 Page 1 of 1

Activity From: October 1, 2020 Through October 31, 2020  
Property ID: 600  
Address: 3829 PLAZA DRIVE

Monthly Rent: 4,800.00  
Security Deposit: 0.00  
Pet Deposit: 0.00  
Lease Expires: January 1, 1900  
Tenant(s): WJD MANAGEMENT

Date	Transaction Description	Income/ Credit	Expense/ Debit	Balance	Reference
<b>Balance Forward:</b>				<b>-1,148.79</b>	
10/01/2020	RENT	-2,500.00		-3,648.79	96674
10/01/2020	MORTGAGE PAYMENT (1ST MORTGAGE)		-1,551.67	-5,200.46	96675
10/01/2020	CONDOMINIUM FEES PAYMENT		-1,105.61	-6,306.07	96676
10/01/2020	TENANT RENT RECEIVED	4,800.00		-1,506.07	ACH RENT PAYMENT Oct 2020
<b>Remark: MANAGEMENT October 2020 RENT</b>					
10/01/2020	MANAGEMENT FEE CHARGE		-25.00	-1,531.07	
10/01/2020	TRANSFER OF FUNDS		-25.00	-1,556.07	406
10/26/2020	REAL ESTATE TAXES		-1,901.40	-3,457.47	96850
10/26/2020	MISCELLANEOUS DEBIT	1,500.00		-1,957.47	Prop 0
<b>Remark: TRANSFER TO PROPERTY #600</b>					
10/29/2020	PLUMBING		-185.00	-2,142.47	281607
<b>Remark: HALL BATHROOM IN 3815, COMMODE FLOAT ASSEMBLY IS SPRAYING WATER ALL OVER THE FLOOR!</b>					
<b>Balance as of October 31, 2020:</b>				<b>-2,142.47</b>	
<b>Minimum Balance Requirement:</b>				<b>400.00</b>	<b>Thank you!</b>

## SAMPLE YEAR-END SUMMARY

**WJD MANAGEMENT LLC**  
3829 PLAZA DRIVE  
FAIRFAX, VA 22030

Statement Date: November 1, 2020 Page 1 of 1

### **Year-End Summary Statement**

Activity From January 1, 2020 Through December 31, 2020

This Year-End Statement Summarizes the following property:

(600) 3829 PLAZA DRIVE

NPP PROPERTIES, LLC

C/O WJD MANAGEMENT  
3829 PLAZA DRIVE  
FAIRFAX, VA 22030

Transaction Description	Income/ Credit	Expense/ Debit
RENT RECEIVED FROM TENANT	52,800.00	
PAYMENT TO OWNER		-585.26
TRANSFER OF FUNDS		-356.00
MORTGAGE PAYMENT (1ST MORTGAGE)		-17,068.37
HOA FEES PAYMENT		-10.84
CONDOMINIUM FEES PAYMENT		-4,368.87
MISCELLANEOUS DEBIT	1,500.00	
AIR CONDITIONING SERVICE		-1,402.15
PLUMBING		-370.00
RENT		-27,500.00
MANAGEMENT FEE CHARGE		-275.00
REAL ESTATE TAXES		-3,802.80
<b>Beginning Balance January 1, 2020</b>	<b>Total Income/Credits</b>	<b>Total Expense/Debits</b>
-7.85	54,300.00	-55,739.29
		<b>Ending Balance December 31, 2020</b>
		-1,447.14

WJD MANAGEMENT LLC 3829 PLAZA DRIVE FAIRFAX, VA 22030

**3829 Plaza Drive  
Fairfax, Virginia 22030**



**703-385-3600  
Toll Free: 866-936-3600**