**LEASE OF REAL PROPERTY**

**FIRST PAGE ADDENDUM – FEE DISCLOSURE STATEMENT**

NO ADDITIONAL SECURITY DEPOSITS OR RENT SHALL BE CHARGED UNLESS THEY ARE LISTED BELOW OR INCORPORATED INTO THIS AGREEMENT BY WAY OF A SEPARATE ADDENDUM AFTER EXECUTION OF THIS RENTAL AGREEMENT.

Virginia Code 55 .1–1204.1 Fee Disclosure Statement

Charges listed on this page do not change the terms of the Rental Agreement. Refer to the lease specifics on each charge listed. Lease provisions can be found at the locations listed below each listed charge.

The Amount of Rent Due Per Payment Period: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Pg 2, opening paragraph**

The Security Deposit Total: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Regardless of whether due up front or payable in scheduled payments.

**Pg 5, paragraph 12**

Additional 1 – Time charges due prior to the commencement date of the rental agreement

Or

Additional charges that will be included in the first rental payment:

Non-Refundable Animal Fees: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Pg 13, paragraph 25d**

Additional Contracts Not Part of this Lease but the first payment which shall be due at the Lease signing or with the first month’s rent:

Other:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Landlord Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Va Code Section 55.1 –1204.1 Section 2: That the provisions of this act shall apply to rental agreements as defined in Va Code Section 55.1-1200

of the Code of Virginia. that are entered into. extended. or renewed on or after July 1, 2025

**CAVALIER HOUSING AT COLLEGE ROW**

 **145 College Row, Wise, Virginia 24293**

**K & F Venture LLC – Owner**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

THIS LEASE agreement (“Lease or Agreement”) is entered into this day of

 , by and between K & F VENTURE, LLC (“Company or Landlord”) Grantors, and

and other tenants and/or guarantors signing under this Lease Agreement, Grantees, herein referred to as “tenant” and/or “lessee” (even though more than one). Pursuant to the terms and conditions provided herein, Resident hereby agrees to lease from Company for the Lease Term defined below, apartment \_\_\_\_\_ (the “Unit), located in the property known as Cavalier Housing, with the mailing address of P.O. Box 7064, Wise, VA 24293. The lease term is \_\_\_\_\_\_\_\_\_\_\_\_\_. The tenant covenants and agrees to pay as rental the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month.

WITTNESSETH:

THAT in consideration of the mutual covenants contained herein, the Company and Tenant and/or Guarantors hereby agree as follows:

LEASED PREMISES AND TERMS:

1. BUILDING NUMBER 1:

**1a BUILDING NUMBER 1:**

The Units available are either 2 bedrooms with 1 bath and Kitchen area OR a studio, which consist of 1 large room, 1 bathroom and a Kitchen area.

**1b** **Tenant’s Rental Space (“Premises or Unit”):**

The area available for tenant’s use consists of the exclusive use and occupancy of 1 of the bedrooms and the shared use and occupancy of the bathroom and kitchen area in 2-bedroom units. Rental amounts are as listed below with additional utilities as set forth in Section 10.

1c LEASE OPTION 1: $725.00 per month for 6, 9, or 12 months for a STUDIO UNIT. (9 months equal to 2 school semesters)

1d LEASE OPTION 2: $880.00 per month of 6, 9, or 12 months for a 2 BEDROOM

UNIT with a 2-occupant maximum. Additional charges will apply for additional occupants.

1e LEASE OPTION 3:

2. BUILDING NUMBER 2:

**2a BUILDING NUMBER 2:**

The Units available are 2- and 3-bedroom units, with 1 shared bathroom and an efficiency Kitchen area OR a single unitwith a bathroom and an efficiency Kitchen area.

**2b Tenant’s Rental Space (“Premises”):**

The area available for tenant’s use consists of the exclusive use and occupancy of 1 of the bedrooms and the shared use and occupancy of the bathroom and kitchen area in 2-bedroom and 3- bedroom units. Rental amounts are as listed below with additional utilities as set forth in Section 10.

2c LEASE OPTION 1: $860 per month for 6, 9, or 12 months for a 3-BEDROOM UNIT. With a 3-occupant maximum. Additional charges will apply for additional occupants. (9 months equal to 2 school semesters)

2d LEASE OPTION 2: $805 per month for 6, 9, or 12 months for a 2-BEDROOM UNIT. With a 2-occupant maximum. Additional charges will apply for additional occupants.

2e LEASE OPTION 3: $500 per month for 6, 9, or 12 months for a SINGLE UNIT. With a 1-occupant maximum. Additional charges will apply for additional occupants.

2f LEASE OPTION 4: $645 per month for 6, 9, or 12 months for a SINGLE STUDIO UNIT. With a 1-occupant maximum. Additional charges will apply for additional occupants.

2g LEASE OPTION 5:

3. MONTH-TO-MONTH TERM:

 A month-to-month term may be available on some units. Month-to-Month lease terms when available incur an Additional monthly rental charge of $50.00

4. LEASE FOR ENTIRE TERM.

Tenants and/or Guarantors acknowledge and agree as a bargained for provision of this lease agreement that the term of this agreement is for the entire Lease Term as outlined in the Lease Option agreed upon, regardless of whether the tenant is, for whatever reason, continuing to occupy the premises. Accordingly, tenants and guarantors’ obligation to ensure payment shall continue for the entire term of the Lease Agreement, until all sums due the Company are paid in full, or as provided by law.

5. COMPANY ASSIGNS RESIDENT SPACE:

The Company shall assign tenants to premises at the beginning of the Lease term. The Company shall have the right to move or reassign tenants to other, similar accommodations/spaces with the company housing system at Cavalier Housing.

6. RENT:

Tenants and/or Guarantors in consideration of the covenants and agreements contained in this Agreement, shall pay to the Company the total sums agreed upon. The Rent shall be paid in full by the 1st of each month.

 6a Payment Location: All payment of rents and other amounts due shall be delivered and received by the Company at:

K & F VENTURE, LLC.

P. O. BOX 7064

 WISE, VIRGINIA 24293-7064

 Checks and Money Orders shall be made payable to K & F Venture, LLC.

7. LATE FEE AMOUNTS:

If any Rent or other amounts due is not received by the Company prior to the 6th of the month in which it is due, the tenant/guarantors shall pay late fees as follows:

 7a $35 due on the 6th of the month in which the payment is due followed by

 7b $2 per day beginning on the 7th day of the month in which the payment is due.

 7c the provisions of 7a and 7b notwithstanding, the monthly late fees shall not

exceed 10% of the amounts due or the maximum amounts permitted under Virginia law, whichever is the greater amount.

7d Partial Payments are Default. Tenant agrees to pay the full amounts due and owing including any late fees or other charges at each due date. While partial payments will be accepted by the Company, any shortage in payment will be considered under the terms of this Agreement of placing the tenant in “default.” Upon default penalty provisions will take effect as if no rent payment had been received. It is understood and agreed that all such partial payments accepted by the landlord will be ACCEPTED WITH RESERVATION only and will not prevent the Company from proceeding to collection and/or eviction.

8. MAILING OF AMOUNTS DUE:

Tenants and Guarantors are fully aware of the limitations of the United States Postal Service. Rents are to be received by the Company by the 1st of each month in which they are due. Tenants who wish to mail or use some other form of payment delivery system must ensure the payments are received by the Company on the due dates.

9. INSUFFICIENT FUNDS.

All payments are due when scheduled in amounts due. If any payment is refused for any reason by tenant’s creditors (Bank Etc.), late fees will accrue as if no payment has been tendered or received.

 9a Bad Checks: Any check which is not honored by the tenant/guarantor’s banking institution shall incur an additional charge of $50 or whatever maximum amount allowed under Virginia Law.

 9b Refusal to Accept Checks: Tenants who have tended a bad check may be prohibited from paying any future amount by check.

10. FORMS OF PAYMENT:

The Company reserves the right to specify and demand a particular form of payment i.e., cash, money order, certified check, or other payment. The Company will give tenants a 15-day notice prior to specifying a particular form of payment requirement.

 10a the company shall have the right to refuse payment in cash and/or demand payment in cash be made for exact amounts due. i.e., company employees may not have the ability to “make change” for tenants.

11. OLDEST DEBT PAID FIRST

Any amounts received by the Company will be first applied to any outstanding charges i.e., late charges, cleaning fees, damages, return check charges, etc. incurred by or on behalf of the tenant prior to applying the same to any current charges.

 If the payment tendered fails to cover the total amounts due, the tenant shall immediately pay the difference in full so the total amounts due are current.

12. SECURITY DEPOSIT

In addition to the rental payments set forth herein, the tenant agrees to pay to the Company the amount of **$300** as a security deposit upon the execution of this lease agreement or as hereinafter agreed.

 The deposit is to be held by the Company to ensure the faithful performance by the tenant of all terms of this agreement. There are no charges or deductions from the Security Deposit during the active term of the Lease. The Security Deposit is used to “settle the tenant’s account” at the end of the lease term. It does not “cover” any amounts due by the tenant during the active term of the lease agreement.

12a Return of Deposit. The Deposit, less any deductions, will be returned at the termination of this agreement pursuant to Virginia State Law and provisions of the Virginia Residential Landlord Tenant Act.

12b Company may evict notwithstanding deposit: The Company’s right to possession of the premises for non-payment of rent, other breaches of the lease agreement, or other reasons specified in Virginia law shall not be affected by the fact the Company holds a security deposit.

13. DEFAULT- FAILURE TO PAY RENT, BREACH OF COVENANTS

 13a Enumerated Breaches of Lease

 **13a1** the tenant’s abandonment of the premises

 **13a2** the tenant’s breach of any provision of this agreement

 **13a3** the filing of insolvency proceedings by or against the tenant or the

 appointment of a receiver or trustee of his property

1**3a4** the Company not receiving any full payment of rent or other amounts due on the designated due date

**13a5** the tenant’s denial of any right reserved in this Agreement to the Company

**13a6** the institution of legal proceedings by or against the tenant looking to a disposition of the premises or any part thereof.

**13a7** the use of the premises by the tenants or others for illegal purposes.

**13a8** a breach of any tenant obligation under this Agreement or the occurrence of any criminal or willful act, which is not remedial, and which poses a threat to health of safety.

**13a9** the arrest by law enforcement officers of the tenant or any guest while the tenant or guest is on the premises or any common area surrounding the premises and part of the Cavalier Housing property.

**13a10** a post-lease signing conviction of a tenant or authorized occupant for any felony or violent crime as defined in the Code of Virginia regardless of the location of the offense.

**13a11** violation of any Cavalier Housing Rules and Regulations incorporated herein by reference.

 13b Expected Actions by Company:

**13b1** the Company may enter, gain, and regain possession of the premises by any lawful means and remove the tenant and his effects by lawful entry or detainer proceedings, and/or

**13b2** sue for rent, provided the Company’s response to any remedy shall not deprive the Company of any other action or remedy provided by law.

13c Tenants, Guarantors, and Co-Signers Liability Should the Company elect to pursue any such remedies, regardless of whether such action be prosecuted to judgement, the tenants, guarantors, and/or all co-signers all agree they shall be jointly and severally liable as follows:

 **13c1** for all installments of rent and other charges past due and for the remainder of the term of the lease agreement to the extent permitted by law, and/or

**13c2** for all expenses that may be incurred by the Company for re-renting the premises or for collection of unpaid rent or other charges under this agreement to include but not limited to advertising costs, all maintenance costs, cleaning, repairing, etc.

 **13c3** for all expenses incurred by the Company for possession of the premises or for collection of unpaid rent or other amounts under this Agreement and/or

 **13c4** reasonable attorney fees incurred by the Company for the preparation of any required notices, for possession of the premises, or the collection of unpaid amounts when the tenant’s breach of this Agreement results from the tenant’s non-compliance.

14. RESIDENT’S USE

14a the premises shall be occupied exclusively by the assigned tenant for residential use only. Tenant shall not use or permit the use of any part of the premises for any commercial business or purpose without the prior written consent of the Company.

14b the tenant shall use and occupy the premises in compliance with applicable local, state, and federal laws, any rules and regulations of any governmental board having jurisdiction, as well as all Company rules and regulations.

14c no other person shall occupy the premises without the explicit written permission of the Company.

15. GUESTS - VISITORS

 15a A guest is defined as any person who stays overnight for 3 consecutive days or a

total of 5 days in any calendar month.

15b A visitor is defined as a person who does not stay overnight or stays overnight for less than 3 consecutive days or a total of 5 days in any calendar month.

 15c all other co-tenants of the premises must consent to any guest or visitors

 15d guests and visitors must abide by all Company rules and regulations

15e tenant as host, assumes full responsibility for resident’s guest’s or visitor’s behavior and any charges or damages resulting from a guest’s or visitor’s behavior.

15f tenants must strictly respect the privacy of roommates in entertaining guests or visitors

15g the Company may allow guests to remain for additional times at an additional charge on a case-by-case basis.

16. SURRENDER OF PREMISES

Upon expiration of the lease term or the earlier termination of the Agreement, tenant shall surrender the premises, including all portions of the premises shared with co-tenants, in as good a state and condition as it was at the beginning of the lease, reasonable wear and tear excepted.

17 ASSIGNMENT AND SUBLETTING

17a Tenants shall not assign, sublet, or otherwise transfer his/her interest in the premises, or any part thereof without the Company written consent. Any assignment, sublease, or other transfer of the premises without the written consent of the Company shall be null and void.

17b Tenants shall have the ability to find replacement tenants for the remainder of a

tenant’s lease term and bring or direct such replacement tenants to the Company.

17c All such replacement tenants must meet all regular company requirements to qualify as a tenant.

17d Upon the approval by the Company of a replacement tenant, the tenant requesting early release from the rental Agreement may be released from the remainder of the tenant’s lease term.

 **17d1** The Company must issue a Written Release to the leaving tenant for the tenant to be released from the tenant’s lease obligations.

17e Replacement tenants “step-into” the exiting tenant’s lease and replace the exiting tenant. The term shall be the remainder of the exiting tenant’s term.

18 LOSS OF ROOMMATE, ABANDONMENT, FAILURE TO OCCUPY

18a in the event of the loss of a roommate(s), abandonment, or failure of a roommate to occupy, responsibility for securing a new occupant shall rest with the company. Company may, at Company’s option, reenter the premises in any manner provided by law, without such reentry constituting a termination of this lease.

18b Company may relet the premises for the whole or any part of the then unexpired term.

18c Company may receive and collect all rent payable by virtue of reletting.

18d Personal property left behind by exiting tenants may be removed and disposed of by the Company as provided by law.

18e All persons shall indemnify the Company against any claims of any other person or entity regarding the Company’s disposal of such property to the extent allowed by law.

19 UTILITES

19a Company agrees to furnish water, sewer, internet connection, and trash removal (from designated published collection points).

19b The Company will provide the premises with a total electric utility allowance (Allowance) of $50.00 (Fifty Dollars) per month if fully occupied by 2 persons or $25 per month per occupant if the premises is not fully occupied. The allowance will be applied to the premises’ electrical bill.

19c If the premises electrical bill exceeds the allowance, the tenants will be billed for the excess amount.

 **19c1** Each tenant shall be responsible for payment of the tenant’s proportional share based upon the number of tenants in the unit/premises.

 **19c2** the excess amount billed to each tenant will be due and payable as additional rent to be paid on the next rent due date following the billing.

 **19c3** Exiting tenants must pay any such amounts due upon receipt of the bill.

19d All utilities must be used only for normal household purposes and must not be wasted. Tenants are to conserve utilities, when possible, by keeping windows closed and lights turned off when not in use.

 **19d1** Tenants will maintain heating and cooling at levels generally considered to be comfortable in the judgement of the Company and other tenants in occupied units.

 **19d2** in unoccupied units in cold months, tenants shall keep the thermostat set at 55 degrees. When the unit is unoccupied for over 1-day in warmer months, tenants will turn the air conditioning OFF.

20. LIABILITY/INDEMNITY.

20a Neither the Company nor Agents of the Company or their respective employees, agents, and affiliates, will be liable to tenants or others, for injury, damage, or loss to person or property caused by the criminal conduct of other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or personal conflict with roommates or others.

20b Neither the Company nor any Agent has a duty to remove ice, sleet or snow, but may do so in whole or in part in their sole discretion with or without notice to anyone.

20c **EXCEPT FOR LANDLORD’S LIABILITY ARISING UNDER APPLICABLE LAW, RESIDENTS, FORMER RESIDENTS, AND RESIDENT’S GUESTS RELEASE THE COMPANY AND ANY AGENTS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, OFFICES, DIRECTORS, AND AFFILIATES (collectively, the “RELEASED PARTIES”) FROM ANY AND ALL CLAIMS AND/OR DAMAGES FOR**

 **(I) LOSS OR THEFT OF TENANT’S OR TENANT’S GUESTS OR VISITORS’ PERSONAL PROPERTY, AND OR**

 **(II) LOSS WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO TENANT, MEMBERS OF TENANT’S FAMILY OR TENANT’S GUESTS OR VISITORS, IN OR ABOUT THE PREMISES, THE UNIT, THE BUILDING OR THE APARTMENT COMMUNITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. TENANT/RESIDENT ASSUMES FOR TENANT AND ALL MEMBERS OF TENANT’S FAMILY AND TENANT’S GUESTS AND VISITORS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH THE USE OF THE PREMISES OR ACCOMPANYING COMPANY PROPERTY, INCLUDING THE COMMON AREAS, THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY’S RECREATIONAL, FACILITIES OR OTHER AMENITIES. IT BEING UNDERSTOOD ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR TENANT’S USE AND AT THE USER’S SOLE RISK.**

 **TENANTS SHALL INDEMNIFY COMPANY AND AGENTS AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITES, ACTIONS, COSTS, AND DAMAGES WHICH TENANTS OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF TENANT’S OR TENAT’S GUESTS AND/OR VISITORS’ NEGLIGENCE, WILLFUL MISCONDUCT, AND/OR VIOALTION OF THIS LEASE.**

21 RENEWALS

21a This lease terminates on the Termination Date stated herein. If a tenant wishes to enter a new lease for a subsequent period, tenant must comply with the Company’s notices and procedures governing lease renewals.

21b The Company reserves the right, in its sole discretion, to refuse to offer, or to renew a lease to a tenant for any subsequent period.

21c Should any tenant occupy any or the Company’s property after the Lease Termination date, with the approval of the Company, the tenant must execute a new lease with the Company beginning the day after the lease termination date. All costs and amounts shall be paid at the new lease rates.

21d Tenants entering into a lease for the same bedroom for the following lease period will be allowed to remain in their assigned bedroom for the period between the Lease Termination Date for the current year and the Lease Commencement Date for the next year.

22. HOLD-OVER

22a Tenants who fail to vacate a rented premises on or by the end of the Lease Term will be charged a Hold-Over rental amount equal to 150% of the initial lease rental amount or the amount of rent allowed under State law whichever is more.

22b The Company may pro-rate the daily rent based upon the number of days the tenants are on the premises after the lease has expired but is under no obligation to do so. Tenants who remain on a property for any part of a particular month may be liable for the entire month’s rent under applicable provisions of the Virginia statutes, regardless of the number of days the tenant remains on the property.

22c If legal action is required to remove the tenant from the property all costs associated with the legal action shall be the responsibility of the evicted tenant including reasonable attorney fees.

23 RIGHTS OF INSPECTION AND ENTRY

23a Tenants agree the Company, Agent, or any representative or contractor may enter the premises at reasonable hours for the purpose of making inspections and repairs upon notice to the tenants.

23b Tenants will be given 72 hours’ notice (or other period as proscribed under State Law) prior to the Company coming onto the premises for inspection or routine repairs.

23c Tenants agree to a monthly inspection by the Company for routine matters. The Company may inspect more frequently for good cause shown.

23d The Company may enter the premises with proper notice to the tenant for the purpose of showing the premises to a prospective applicant/tenant within 60 days of a lease termination date.

23e the provisions of this Lease Section 23 notwithstanding, the Company shall not enter the premises for inspection, routine maintenance, or showing to prospective tenants more frequently than necessary or so as to interfere with the tenant’s quiet enjoyment of the property under State Law.

23d The Company may enter any unit which appears to be abandoned for the purpose of ensuring no damage is occurring pursuant to a “7 DAY ABANDONMENT NOTICE” or other notice required under State Law.

23e A request for a repair made by any tenant to a unit will be permission for the Company to enter the unit and any common or shared areas of the unit.

 It will not be permission to enter the bedroom of any non-requesting tenant, except to make emergency repairs.

23f The Company may enter any unit at any time in the event of an emergency to prevent harm to property or persons.

24 GUARANTORS – CO-SIGNERS:

24a The Company may in its sole discretion require a guarantor or co-signer as part of the approval policy for any applicant/tenant.

24b Guarantors are fully responsible for all provisions of this Lease Agreement the same as they apply to actual tenants including payment and conduct matters.

24c Guarantors remain responsible for all matters until the Lease has ended, the Company has regained possession of the premises, and all damages have been litigated and collected by the Company.

24d A guarantor to a lease agreement in no way relieves a tenant or any other person from the provisions of the lease agreement.

25 OTHER CONDITIONS – RULES AND REGULATIONS:

25a in addition to the provisions set forth herein, tenants, guarantors, and all parties signatory to this Agreement, shall subject to other “Rules and Regulations” promulgated by the Company.

25b All parties agree they have received, read, and understand the provisions of a “Cavalier Housing Rules and Regulations” document or similar document and that the provisions of these Rules and Regulations are incorporated by reference into this Lease Agreement.

 In the event a conflict exists between a provision of this lease Agreement and any Rule or Regulation, the provisions of this lease agreement will control.

25c Damages occurring outside a resident’s rental space may be subject to an assessment charge divided equally among ALL tenants if the responsible party cannot be determined.

25d Animals. the Company may or may not allow pets. In the event pets are allowed the Company may restrict the number and kind of pets allowed. The Company may charge a non-refundable animal fee based on the type and number of pets to be allowed.

 25d1 In the event an unauthorized animal is found in a Unit the tenant will pay all expenses incurred by the landlord in removing the animal and returning the unit to its previous condition, including the cost of extermination and other costs.

26 CONTERPARTS:

This Lease Agreement may be executed in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument.

27 RELEASES OF INFORMATION – PERMISSIONS:

27a Tenants will sign a Release of Information form with the Company which will allow the Company to obtain credit and other information from others for the purpose of determining a tenant’s suitability as both an initial tenant as well as suitability for a future tenancy.

27b Releases also cover post-tenancy collection actions and information by the Company.

27c Releases may be revoked as specified in the actual release documents.

28 SEVERABILITY:

28a Each and every provision of this Lease Agreement is severable and the invalidity of one or more of such provisions shall not, in any way, affect the validity of the Agreement or any other provision hereof.

29 NOTICES:

29a Official Address: Tenants and all guarantors, co-tenants, and all others having any legal obligation under this Agreement agree they will collectively provide to the Landlord a SINGLE OFFICIAL MAILING ADDRESS where they can be legally served with process. All such parties agree they will have been properly served by the Company with any communications, notices, and service of any legal documents without limitation required under this Agreement or under law at the address(s) listed below. (Either by mailing first class mail, or posting to any door of the rental Unit or Premises)

OFFICIAL ADDRESS:

29b Change of Address. In the event the official service address changes, it is THE RESPONSIBILITY OF THE TENANT OR OTHER RESPONSIBLE PARTY to properly notify the Company in writing of the new service address. Should the tenant fail to notify the landlord in writing of the change of Official Service address, all parties agree the parties shall be properly notified and legally served when any such communication is mailed to the last known address listed in paragraph 29a.

29c Posting at Premises is Good Service. Tenant, Guarantors, and all other responsible parties agree they will have been properly notified of any communications or legal process and legal communications when such communication/process is POSTED TO ANY DOOR OF THE RENTAL UNIT, emailed to an email address on file, and/or texted to a cell phone number provided by the tenant.

29d Emailing and/or Texting is Good Service. Tenants and all others obligated under this Agreement understand and agree all Notices, Warnings, Pleadings, and any other forms or Notices shall be properly delivered when emailed to any email address furnished, and/or copied and texted to any cell phone numbers associated with any such person.

29e Failure to furnish or maintain current/workable addresses. Tenants must furnish and maintain a US Postal Delivery Address that is active during all periods of time covered by this Lease Agreement. State Law requires landlords to “physically mail” certain Notices to tenants. Failure to provide or maintain an active US Postal Mailing Address shall be a violation of this Agreement and can lead to eviction.

 It shall be prima facie evidence a mailing address or email is no longer valid if a communication is returned to the landlord as “undeliverable.”

30. ELECTION OF DEFENDANTS

30a The Company may elect to proceed against all and/or all the tenants and/or guarantors in the event of a breach of the covenants of this Agreement. The Company is under no obligation to join all the tenants and/or guarantors in any enforcement action of litigation

30b Guarantors are responsible for the actions of all the parties bound by the lease agreement, not just the parties related to the Guarantor.

31 FINAL AGREEMENT

This written Lease Agreement including any listing of special conditions attached hereto, and/or Rules and Regulations hereinafter added as authorized by law and made a part herein by reference or attachment represents the parties’ full and complete agreement and understanding. There are no other agreements, either written or oral.

This Agreement may be modified or altered only by a writing signed by all parties of the lease or by other method covered in this Agreement or allowed by Law.

32 OTHER HANDWRITTEN PROVISIONS:

32a Handwritten Provisions Control: In the event of a typed provisions of this Agreement conflicting with a handwritten provision, the handwritten provision will control.

SIGNATURE AREAS FOLLOW:

 .

Signature of Landlord, Landlord's Agent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 .

Signature of Tenant, Co-Signer or Guarantor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 .

Signature of Tenant, Co-Signer or Guarantor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**33. TENANT and CO-SIGNER CONTACT INFORMATION**

Must be filled out for all tenants and any/all co-signers

Name: . SSN: .

Phone(s): . Date Birth: . Mailing Address: . .

Email: .

Employer/Source of Income: . .

Name: . SSN: .

Phone(s): . Date Birth: . Mailing Address: . .

Email: .

Employer/Source of Income: .

Name: . SSN: .

Phone(s): . Date Birth: . Mailing Address: . .

Email: .

Employer/Source of Income: . .

**34 Minor Persons Authorized to Dwell, Live, or Occupy Premises**

Name: . .

Relationship with Tenant(s): Date of Birth: .

Name: . .

Relationship with Tenant(s): Date of Birth: .

Name: . .

Relationship with Tenant(s): Date of Birth: .

**35 Person Authorized to take possession of Property and/or Emergency Contact Person**

Name: . .

Relationship with Tenant(s): .

Address of Emergency Contact : .

Phone of Emergency Contact: . .

Email of Emergency Contact: .

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