

# Cage Family Farm, LLC Residential Lease Agreement

**1). IDENTIFICATION OF PARTIES AND PREMISES:** This Agreement is made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_, among the following named persons:

TENANTS: \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_  
\_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Children \_\_\_\_\_

(“Tenants”) and **Cage Family Farm, LLC** (“Landlord”). Subject to the terms and conditions set forth in this agreement, Landlord agrees to rent to Tenants the Premises located at

PROPERTY ADDRESS, \_\_\_\_\_

**2). INDIVIDUAL LIABILITIES:** Each Tenant who signs this residential lease agreement, whether he/she stays in the Premises or not, shall be jointly and individually liable for full performance of each and every obligation of this agreement, including liability to make payment of damages caused to Premises regardless of the fact whether these damages were caused by that Tenant or another.

**3). TERM OF THE LEASING:** This is month to month lease and all terms of the lease agreement shall commenced on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ and shall continue until \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_. This lease agreement may be renewed at the end of each rental period by written notice delivered no less than thirty (30) days before the end of the rental period by either the Landlord or the Tenants indicating that the lease will be renewed, and a new lease is thereafter signed prior to the end of the rental period. If no written notice is received and a new lease is not signed and executed, the tenant may continue to reside on the premises on a month-to-month basis, subject to all of the covenants of this signed lease.

**4). RENT PAYMENT:** The rent shall be \$ \_\_\_\_\_ /month or \_\_\_\_\_ /day. Received \_\_\_\_\_.  
The rent is due promptly on the 1<sup>st</sup> day of each month, payable to Cage Family Farm, LLC and shall be paid by direct deposit to Suntrust Bank. Direct deposit information shall be provided by Cage Family Farm, LLC. Tenants shall also provide a valid credit card number for backup in the event that direct deposit is not made.

a) Late Payment: For each month wherein the rent is not paid in promptly by the 5<sup>th</sup> calendar day, tenant shall be required to pay an additional late fee of \$50, plus \$50 for each additional 7 days late. Partial payments will incur a \$50 late fee also.

**5.) PETS:** Pets are generally not allowed on Cage Family Farm, LLC properties. However, should the Tenants inform the Landlord of pets, and should the Landlord approve in writing, the refundable pet deposit shall be \$1500-\$3000 X per pet. The additional rent shall be \$150-\$500 X per pet monthly, depending on the size, type or potential hazard of pet. \_\_\_\_\_ X

**6.) SECURITY DEPOSIT:** Landlord acknowledges receipt of 1.5 x rent, as a security deposit the sum of \$ \_\_\_\_\_ from Tenant. Landlord may deduct from the security deposit the amount of provable damages incurred by him due to a claim of the Tenant’s breach of this lease. Tenants are not entitled to have the security deposit applied to unpaid rent or late fees while the Tenant remains in occupancy.

**7.) GUESTS:** The Premises shall be occupied **only** by the Tenants whose names are mentioned in this agreement for residential purposes only. Occupancy by guests for more than 4 days is prohibited without written consent from the Landlord. If any guests occupy the premises for more than 4 days without written consent this act will be considered as a breach of contract. If a guest desires to stay more than 4 days and is approved by Landlord, Tenant will pay an additional charge of \$10 per day or \$200 per month in rent for added wear and usage.

**8.) UTILITIES:** Tenants shall be solely responsible and shall pay directly for all utilities, services and charges provided to the Premises, including any and all deposits required, and shall indemnify and hold the Landlord harmless therefore. Exception: \_\_\_\_\_

**9.) DISHONORED PAYMENTS** If a payment paid by, or on behalf of, a Tenant is returned for insufficient funds or for any other reason not the fault of Landlord or Landlord's agent, Landlord may require rent future payments to be made by cash, money order, cashier's check, or certified check. Tenant shall pay a service charge of \$50 for each such returned check. This service charge is in addition to any applicable late fee that is charged.

**10). QUIET ENJOYMENT:** Tenants shall be entitled to quiet enjoyment of the Premises and yard space. Tenants shall not use the Premises, property, adjoining properties, or any appurtenances in any way as such to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other or nearby resident. This includes, without limitation, illegal drug use and contraband items, whether possessed, used or brought onto the property by Tenants or guests. Tenants are expressly responsible for the behavior of any guests or invitees of the Tenants.

**11). CONDITION OF THE PREMISES:** Tenants agree to

- I. Properly use, operate and safeguard the premises and all furniture and furnishings, appliances and fixtures within the premises;
- II. Maintain the Premises in clean and sanitary condition with proper removal of trash, and upon termination of the tenancy, to surrender the premises to Landlord in the same condition as when Tenants first took occupancy, except for ordinary wear;
- III. Maintain the surrounding grounds on the property, if applicable, as if they are part of the Premises and for exclusive use of Tenants. Tenants agree to maintain the surrounding grounds in a clean and safe manner, keeping the grounds clear of rubbish and weeds and keep all grass trimmed below 5" tall and shrubbery as necessary to effect a neat and orderly appearance to the property;
- IV. Notify Landlord in writing upon discovery of any damages, defects or dangerous conditions in and about the premises; and
- V. Reimburse Landlord for the cost of any repairs to the premises of damages caused by misuse or negligence of Tenants or their guests or invitees;
- VI. Not smoke inside of the premises.
- VII. Other: \_\_\_\_\_

**12.) REPAIRS, ALTERATIONS AND DAMAGES:** Except as provided by law or as authorized by the prior written consent of Landlord, Tenants shall not make any repairs, additions, improvements or alterations to the premises in any form, including but not limited to, painting the walls, installing wallpaper, murals, paneling, tile, or hanging pictures weighing in excess of twenty pounds. **No satellite dishes attached to or holes drilled into buildings.**

Tenants shall be liable for any emergency repairs necessary to the Premises up to one hundred dollars (\$100). If any emergency repairs are necessary that exceed \$100, Tenants will immediately inform the Landlord in writing within three (3) days of discovery of the damage and/or need for emergency repair.

If the premises are damaged or destroyed as to render them uninhabitable, then either Landlord or Tenants shall have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within fifteen days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord only shall have the right to termination and Tenants shall be responsible for all losses, including, but not limited to, damage, repair costs and loss of rental income.

**13.) LIQUID-FILLED FURNITURE:** Tenant shall not use or have any liquid-filled furniture on the premises without Landlord's prior written consent.

**14.) LOCKS:** Except in accordance with VA Code §55-248.18:1 when a protective order has been issued against a co-tenant or authorized occupant, Tenant shall not change any locks on the premises without prior written permission of Landlord. If you are locked out and call for us for a backup key, it will cost you \$50 cash when we arrive to let you in.

**15.) EMERGENCY ENTRY AND INSPECTION:** Tenants shall make the premises available to Landlord or Landlord's agents for the purposes of making repairs or improvements, to supply necessary or agreed services, or in case of emergency. Except in case of emergency, Landlord shall give Tenants reasonable notice of intent to enter. For these purposes, twenty-four (24) hours notice shall be deemed reasonable. In order to facilitate Landlord's right of access, Tenants shall not, without Landlord's prior written consent, add, alter or re-key any locks to the premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenants agree not to install any burglar alarm system, except they ask and that Landlord approves in writing to install any burglar alarm system, Tenants further agree to notify Landlord of any changes or updates to the burglar alarm system, including instructions on how to disarm it in case of emergency entry.

**16.) HAZARDOUS MATERIALS:** Neither Tenant, nor any of Tenant's agents, contractors, employees, licensees or invitees shall at any time handle, use, manufacture, store or dispose of in or about the Premises any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively "Hazardous Materials") subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"). Tenant shall protect, defend, indemnify and hold landlord harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials, or by reason of any actual or asserted failure of Resident to keep, observe, or perform any provision of this paragraph.

**17.) LAND & MINERAL RIGHTS:** Tenants acknowledge that the Landlord retains all ownership rights to the surrounding property on which the Premises is located, including but not limited to all applicable rights to the land, trees, rocks, minerals, deposits, and anything on the surface and subsurface of the Premises and surrounding areas. Tenants may not dispose of, sell in part or parcel, license, assign, alter or affect in any way any of the surface or subsurface area of the property on which Premises is located, in whole or in part.

**18). POSSESSION OF THE PREMISES:** The failure of Tenants to take possession of or to not occupy the Premises at any time shall not relieve them of their obligations and duties under this agreement.

**19). EXTENDED ABSENCES AND ABANDONMENT:** In the event Tenants will be away from the premises for more than fifteen (15) consecutive days, Tenants agree to notify Landlord in writing of the absence. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs. Abandonment is defined for purposes of this agreement as absence of the Tenants from the premises for at least 30 consecutive days without notice to Landlord.

**20). ASSIGNMENT AND SUBLETTING:** No portion of the premises shall be sublet nor this Agreement assigned without the prior written consent of the Landlord. Any attempted subletting or assignment by Tenants shall, at the election of Landlord, be an irremediable breach of this Agreement and cause for immediate termination as provided here and by law.

**21). INSURANCE DISCLAIMERS:** Tenants assume full responsibility for the Premises and all personal property placed, stored or located on or about the Premises or property. Tenants' personal property is not insured by Landlord. Landlord shall not be responsible for any harm to Tenants' property resulting from fire, theft, burglary, strikes, riots, orders or acts of public authorities, acts of nature or any other circumstance or event beyond Landlord's control. Landlord strongly encourages Tenant to obtain renter's insurance to cover any damages to Tenant's property.

**22.) TERMINATION:** If Tenant misses any monthly payments, Tenant shall be considered in default of this agreement and the lease may be terminated immediately by the landlord. Notwithstanding the foregoing, Landlord may, in his sole discretion, elect to allow the Tenant time to cure the default, not to exceed thirty (30) days. A missed payment shall be any payment not received within 10 days of when it is due.

a.) If any term of this Lease Agreement is breached by Tenant or Tenant's guests, Landlord shall have the immediate right to terminate this lease, subject to ten (10) days written notice to Tenant. Tenant shall be responsible for all unpaid rent up to end of the calendar month of termination.

b.) Should eviction be required, Tenant agrees to vacate the premises within fifteen (15) days of written notice posted on the door of the dwelling. Should an unlawful detainer action be initiated, Tenant shall be responsible for all costs and attorneys fees incurred by Landlord, and hereby waives any further notice of hearing.

**23.) DEATH OR DISABILITY REQUIRING RELOCATION:** If a Tenant dies during the tenancy, the surviving Tenant and/or the executor or administrator of the decedent's estate, may terminate this lease by serving the Landlord with a copy of the Circuit Court's letter of appointment of a representative for the estate and giving at least thirty days written notice of the termination to Landlord. Termination under this clause does not relieve the surviving Tenant or the deceased's estate from their liability to pay all rent and charges owed through the date that Landlord is put in possession of the premises. However, if the Landlord, within fifteen days of receiving the termination notice, in his sole discretion, provides the surviving Tenant a notice that he wishes to continue the lease at a reduced rent, the lease shall not be terminated but shall continue at a rental rate reduced by the deceased Tenant's pro-rata share of the rent.

If Tenant should suffer a health or other condition (such as family abuse or sexual assault) which requires relocation from the leased premises the lease may be terminated upon thirty days' advance written notice to the Landlord which shall specify the condition which requires relocation.

**24.) MOVE-OUT INSPECTION:** Tenant may request to be at a move-out inspection, to be held within one week of Tenants' delivery of possession to Landlord. Tenant's request shall be made in writing at least one week in advance of the delivery of possession to the Landlord. The Landlord shall notify the Tenant of the date and time of the move-out inspection in writing at least three (3) days in advance.

**25.) RETURN OF SECURITY DEPOSIT:** Upon termination of the tenancy, Tenant shall surrender the premises in good repair and condition. Tenants may be asked to pay reasonable repair and cleaning costs for any damages and conditions which are beyond reasonable wear and tear caused by the Tenant or the Tenant's guests.

After termination of the tenancy and delivery of possession, return of all keys and repairs and cleaning have been completed, Landlord shall process the security deposit and provide each Tenant with a list of security deposit deductions as required by law.

Tenant shall provide Landlord written notice of the forwarding address, on or before termination of the tenancy; alternatively, the Tenant shall arrange for post office forwarding of mail and notify the Landlord that mail will be forwarded. Landlord shall mail pro rata shares of the deposit plus the required documentation to the forwarding address within 30 days. If no forwarding address is provided by a Tenant, Landlord shall use the leased premises as the last known address.

**26.) WAIVER OF SUBROGATION:** Notwithstanding the foregoing, so long as their insurer so permits, Tenant waives their rights of recovery against Landlord for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the Tenant.

**27.) HOLD HARMLESS:** Landlord shall not be liable and Tenant hereby waives all claims against landlord for any damage to any property or any injury to any person in or about the Premises or Surrounding Property by or from any cause whatsoever. Tenant shall protect, indemnify and hold the landlord entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on or about the Premises or Surrounding Property to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Tenant, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or from transactions of the Tenant concerning the Premises; (c) Tenant 's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease; or (e) any other reason. The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

**28.) ATTORNEY'S FEES:** Any attorney's fees or costs, whether court costs or otherwise, expended in the enforcement of any obligation under this Agreement, shall be paid by Tenant.

**29.) GOVERNING LAW:** Regardless of the location of the Premises, this agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Virginia and the federal laws of the United States as applicable therein, and the parties hereby irrevocably submit to the jurisdiction of the courts of the State of Virginia and agree to settle any and all disputes, court cases or trials within the county of Halifax, Virginia.

**30). ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the Tenants and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenants have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of this Lease, with appropriate notice to Tenants and procedures as required by this agreement and by law.

Witness the following signatures:

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Landlord**

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Tenant**