

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of this ___ day of _____, 20___, by and between Mossy Creek Catering, LLC d/b/a Hermitage Hill Farm and Stables, a Virginia limited liability company (“Landlord”) and _____ (“Tenant”).

1. **REAL PROPERTY AND TERM OF OCCUPANCY.** In consideration of the promises and covenants herein, Landlord hereby leases to Tenant an unfurnished/fully furnished** doublewide home/Cottage/apartment to be used by Tenant as his/her residence together with the necessary access and the yard around the residence known _____, together with any fixtures and personal property maintained therein (the "Premises"), for the term of one (1) year commencing on the ___ day of _____, 20___, and terminating on the ___ day of _____, 20___. The lease term shall commence and terminate at noon unless otherwise agreed by the parties.

**If the premises is leases fully furnished an inventory of furnishings and personal property will be annexed to this Lease Agreement, initialed by both the Landlord and Tenant(s), and is hereby fully incorporated into this document.

2. **RENT.** Tenant agrees to pay as rent the sum of \$____.00 per month, due and payable when the Lease is signed by Tenant (which may be a pro rata portion of an initial partial month) and thereafter in advance on the first (1st) day of the month. Rent shall be paid to Landlord at the address provided under the Notice section below or at such other place as Landlord may from time to time designate in writing. If the monthly rent is not received before or on the fifth day of a given month, Tenant agrees to pay as additional rent a late fee of \$50.00 for each month that the monthly installment of rent is not received. The purpose of this late fee is to compensate Landlord for the expenses of processing such delinquent account. Rent payments will be applied first to all past due balances of rent and other charges owing under this Lease. The remaining portion, if any, of such rent payments will be applied to current rent.

3. **BAD CHECKS.** Tenant agrees to pay as additional rent a charge of \$50.00 for each check returned for insufficient funds. This charge will be in addition to any late fee. If any of Tenant's checks are returned to Landlord for insufficient funds, Landlord will have the option of requiring that further payments must be paid by cash, cashier's check, certified check or money order.

4. **SECURITY DEPOSIT.** Tenant agrees to pay the sum of \$____.00 as a security deposit, due and payable when the Lease is signed by Tenant. Prior to the termination or expiration of this Lease, if Landlord makes any deductions from the security deposit for charges arising under this Lease or by law, Tenant agrees to pay Landlord such sums as may be necessary to offset such deductions to replenish and maintain the security deposit in the amount set forth above.

The security deposit will be held by Landlord to secure Tenant's full compliance with the terms of this Lease. Landlord may apply the security deposit and any interest against the costs of any damages by Tenant or Tenant’s guests, damages due to Tenant's failure to maintain the Premises, cleaning, repairing or restoring the Premises, or damages due to any breach of the terms of this Lease, and against any unpaid rent.

Within 30 days after the termination of this Lease, Landlord may apply the security deposit and any interest required by law to the payments of any damages Landlord has suffered due to Tenant's failure to maintain the Premises, to surrender possession of the premises thoroughly cleaned and in good condition (reasonable wear and tear excepted), or to fully comply with the terms of this Lease, and any balance, if any, to unpaid rent. If Landlord sells or otherwise transfers all or any interest in the Premises during the term of this Lease, Tenant agrees that Landlord may transfer the security deposit, plus any interest required by law, to the purchaser who in such event shall be obligated to comply with the provisions of this section.

5. UTILITIES AND INSURANCE. Tenant shall provide and pay for all utilities, except that Landlord will provide electricity, well water and sewage, and satellite television. All other utilities are the Tenant's sole responsibility and expense. Tenant has been advised that the Landlord makes no representations or warranties regarding the quality of service for the satellite television, and the Tenant agrees not to hold Landlord responsibility for service issues relating to same.

Tenant shall maintain liability insurance on the Premises and his/her personal property during the term of the Lease. Tenant shall do nothing and permit nothing to be done on the Premises which will interfere with any hazard insurance policy covering the same. Landlord is not an insurer of Tenant's person or possessions and Tenant is encouraged to obtain such insurance as he deems necessary. Tenant agrees that Landlord shall not be liable for any injury or damage to the person or property of Tenant or any other person occupying or visiting the Premises including, but not limited to, injury or damage sustained due to disrepair, misuse, or neglect of the Premises on the part of the Tenant.

6. REAL ESTATE TAXES. Landlord shall pay the real estate taxes on the premises during the term of the Lease.

7. ALTERATIONS AND IMPROVEMENTS. Tenant agrees that no alteration, installation, improvement, repair or decoration (collectively referred to as "alteration") shall be done without Landlord's prior written consent. However, Landlord may require Tenant to return the Premises to its original condition when this Lease terminates or expires. In addition, Landlord may require that any alteration to the Premises will become a permanent part of the Premises which may not be removed upon termination or expiration of this Lease. The term alteration includes without limitation painting, staining or applying other finishes, or installing locks, light fixtures, shutters, built-in shelves or bookcases, wall-to-wall carpeting, flowers or shrubs.

8. INSPECTIONS AND ACCESS. Landlord may enter the Premises to make any alteration, or to show the Premises to prospective tenants, purchasers, mortgagees, workers and contractors, and shall have the right to erect or place "For Sale" or "For Rent" signs thereon.

9. MAINTENANCE, REPAIR AND OTHER DUTIES. Landlord agrees to maintain all electrical, plumbing, heating, ventilating, air conditioning and other facilities, in good and safe working condition; and comply with applicable building and housing code requirements materially affecting health and safety. Tenant agrees to keep the Premises clean and safe; use all electrical, plumbing, heating, ventilating and air-conditioning facilities and appliances in a responsible and reasonable manner; pay all utility costs, unless otherwise agreed upon herein;

conduct himself or herself, and require guests to conduct themselves, in a manner that will not disturb Tenant's neighbors; and to take care not to intentionally or negligently destroy, damage or remove any part of the Premises, and that he or she will not permit any person to do so.

Tenant agrees to care for, maintain and repair the Premises, equipment, appliances and fixtures, and the appearance of the Premises, both inside and outside, including but not limited to yard care and mowing. All repairs shall be made by contractors approved by Landlord. During the duration of this Lease, Tenant agrees to give Landlord prompt written notice of any defects in the Premises, its equipment, appliances and fixtures. If further damage occurs between the time Tenant learns that a defect exists and the time Landlord learns of such defect, Tenant will be liable for the costs of any repairs of such additional damage which might have been avoided had Tenant promptly notified Landlord of the defect. Upon the expiration or termination of this Lease, Tenant agrees to deliver the Premises in good and clean condition, ordinary wear and tear excepted.

Tenant agrees to pay the cost of all repairs and cleaning required by wear and tear beyond the ordinary, both during the term and thereafter. Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Premises by Tenant or by any of Tenant's guests or other persons on the Premises with Tenant's consent.

10. ABANDONMENT OF PROPERTY. Any personal property Tenant leaves on the premises after the termination or expiration of this Lease may be treated by Landlord as abandoned property. Any funds received by Landlord from the disposal of Tenant's property may be applied to Tenant's indebtedness to Landlord for unpaid rent or other damages, including charges for removing, storing or selling the property. Any remaining funds will be treated as security deposit.

11. DAMAGE OR DESTRUCTION OF PREMISES. If, through no fault or negligence of Tenant or Tenant's guests, fire or other cause destroys or damages the Premises to the extent that Tenant's enjoyment is substantially impaired, Tenant may immediately vacate the Premises and within 14 days thereafter either party may give written notice to the other of the intention to terminate this Lease. In such cases, the Lease will terminate as of the date of termination of Tenant's occupancy.

12. BODILY INJURY AND PROPERTY DAMAGE. Landlord is not an insurer of Tenant's person or property. Landlord will not be liable to Tenant for any bodily injury or property damage suffered by Tenant or Tenant's guests.

13. EARLY TERMINATION OF OCCUPANCY. Tenant will not be released from liability for all rent or other charges due under this Lease unless Landlord signs a written statement on which Landlord agrees to release Tenant from such liability.

14. ASSIGNMENT OR SUBLET. Tenant will not assign this Lease or sublet the Premises without Landlord's prior written consent. No assignment or sublet will release Tenant from continuing liability for the full performance of this Lease unless Landlord signs a written statement clearly releasing Tenant from such liability.

15. BREACH BY TENANT. If (a) Tenant fails to pay rent within five days after the date when due, (b) Tenant commits a material breach of this Lease, (c) Tenant vacates or deserts the Premises during the term of this lease, (d) Tenant denies Landlord's exercise of any rights under this Lease or arising by law, (e) legal proceedings are begun by or against Tenant to levy upon or dispose of Tenant's leasehold interest in the Premises, or (f) the Premises are used by Tenant or others for any illegal purposes, Landlord will have the right to declare Tenant in default under the terms of this lease.

16. REMEDIES. Upon default by Tenant during the term hereof, the total of all unpaid rental, whether then due or thereafter, will become due. Landlord shall have the right, upon breach, without any prior demand or notice and without any liability to Tenant, to terminate all rights of Tenant hereunder, to re-enter the Premises, to levy on and sell the property of Tenant found upon the Premises for rent, to lease the Premises to others upon such terms and conditions as Landlord deems reasonable, and to collect and apply the rent therefrom in payment of rent due from Tenant. The rights and remedies reserved to Landlord are cumulative to those now and hereafter provided at law and in equity and Landlord, his agents, personal representatives, and assigns shall have the right to exercise any one or more of said remedies wholly or in part upon Tenant's breach hereof. Landlord's failure from time to time to exercise any of the said rights and remedies or to insist upon a strict performance of Tenant's obligations and covenants hereunder shall not be a waiver or relinquishment for the future of such covenants and obligations but the same shall remain in full force and effect.

17. NOTICES. Any notices required or permitted to be given hereunder shall be deemed to have been properly given if sent by overnight commercial courier such as UPS or Federal Express or by United States certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, as follows:

If to Tenant:

If to Landlord: Mossy Creek Catering, LLC
1761 Jefferson Highway
Fishersville, VA 22939

A copy of notice to:
Humes J. Franklin III, Esquire
Wharton, Aldhizer & Weaver, PLC
125 South Augusta Street, Suite 2000
Staunton, VA 24401

or to such other persons or addresses as the parties may hereafter direct by written notice. Notices, except those hand delivered, shall be deemed delivered upon deposit with the commercial courier or the United States Postal Service. Hand delivered notices shall be deemed delivered upon actual delivery.

18. RENEWAL OR EXTENSION OF LEASE. This Lease will automatically terminate at the end of the lease term on the date indicated in Paragraph 1 above. The termination of this Lease will terminate Tenant's right to occupancy but it will not terminate any claims Tenant or Landlord may have arising out of events occurring during the Lease term or during any holdover by Tenant. No agreement renewing or extending this Lease will be effective unless that agreement is in writing and signed by Tenant and Landlord.

If Tenant remains in possession of the Premises after the lease term is terminated or expires and Landlord consents to such holdover but does not enter into a written agreement extending this Lease or substituting a new written lease, Tenant shall have a month-to-month lease subject to termination by either party upon thirty (30) days written notice provided however that any holdover by Tenant without Landlord's consent will not create any such month-to-month tenancy. The monthly rent during such holdover period shall be at the same rate as under this Lease or as otherwise agreed in writing.

19. PETS. Tenant agrees that no cats, dogs, birds, fish or other animals (wild or domestic) will at any time during the term of this Lease be kept or permitted in, on or about the Premises, the building or grounds by Tenant or Tenant's guests. Tenant expressly agrees that if any pets are brought or permitted in or about the Premises Landlord shall have the right to terminate the tenancy and declare all rentals immediately due and payable together with any charges for any damages caused by such pet or pets.

20. INDEMNITY. Tenant agrees to indemnify and save the Landlord harmless from any and all damage, expense, claims and demands, including all attorneys' fees and costs arising out of Tenant's use of the Premises or the acts of Tenant's guests, agents, invitees or contractors. Such indemnity, however, shall not include any claims or demands which shall arise out of the negligence of the Landlord or which arise out of the breach of any of Landlord's obligations under this Lease.

21. SEVERABILITY. Any provision of this Lease which is prohibited by, or unlawful or unenforceable under, applicable law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease.

22. TENANTS-TWO OR MORE. If two or more individuals shall execute this Lease as "Tenant", the liability of each such individual to pay rent and perform all of Tenant's obligations hereunder shall be deemed to be joint and several.

23. FAILURE TO ENFORCE LEASE NOT A WAIVER. Landlord's waiver of a breach by Tenant shall not be interpreted as a waiver of any subsequent breach, and this Lease shall continue in full force and effect.

24. ENTIRE AGREEMENT. This Lease and any rules and regulations of Landlord constitute the entire lease agreement between Landlord and Tenant. No oral statements made by any party shall be binding, and there shall be no amendments except in writing signed by the parties.

25. HEADINGS. The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

26. GOVERNING LAW. This Lease is entered into and shall be construed under the laws of the Commonwealth of Virginia. The parties agree that the proper and convenient venue and forum for any legal proceeding arising out of or related to this Lease shall be the Courts of the City of Waynesboro/County of Augusta, Virginia and specifically waive any objection to a proceeding brought in any such court on the basis of venue or convenience of forum.

WITNESS the following signatures:

LANDLORD:

Mossy Creek Catering, LLC

Its: _____

TENANT:

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