



Otway LLC
7451 Franklin Rd Boones Mill VA 24065

BY THIS AGREEMENT made and entered into onBetween Otway LLC (*lessor*) and (*Collectively "Lessee"*), Lessor leases the premises situated at 139 Otway Trail in the county of Rockbridge, State of Virginia, subject to attached conditions, for a term of ONE YEAR, to commence in **June 1 2012** and to end on **May 31 2013**.

1. RENT Lessee agrees to pay to Lessor, as rent, the sum of **\$2600** per month in advance, on the **first day** of the month beginning on JUNE 1 2012. Lessor appoints----- to be responsible for collecting and making such payments to Lessor at 7451 Franklin Rd Boones Mill VA 24065 with the understanding that all Lessees listed above are jointly and severally liable on this lease. Payment will be made by a single electronic funds transfer into account # 8466901 ING Direct St Cloud MN. Routing #301176110. Said Appointee shall be the contact person between the Lessor and Lessee. **A late payment penalty of \$50** will be applied if rent is not received by the **FIRST** of the month due. Further penalty will be applied at **\$20 per week thereafter** until rent is paid. The house shall not be sub-leased, assigned or transferred without the written consent of the Lessor.

Due to the complexity of collecting rent during the summer, when the lessees may not be in residence, the months of June and July are payable by June 1st. The months of August and September are payable before Sept 1st. This means that while July is paid a month in advance, August is paid a month late. See attached payment schedule.

2. SECURITY DEPOSIT Lessee, will deposit with Lessor \$2600 by **Nov 1st 2011** being the security deposit. Security deposit will be used by Lessor to remedy any default of Lessee, in the performance of terms contained in this document, Security deposit **MAY NOT** be used in lieu of payment of last months rent. Lessor will return the security deposit, within 30 days of satisfactory inspection of property.

3. NUMBER OF OCCUPANTS. Lessee agrees that the premises shall be occupied by no more than **6 persons**, without written consent of Lessor. There shall be **NO DOMESTIC ANIMALS ON THE PREMISES**.

4. CONDITION OF PREMISES. Lessee agrees to be responsible for yard work, including **mowing of lawns** and general cleaning and maintenance. Lessee shall be responsible for maintenance and upkeep of the premises including, but not limited to, regular and routine vacuuming of floors, **cleaning of kitchen and appliances and bathroom fixtures**, and any other work which contributes to the general good appearance, repair and cleanliness of premises. Lessee shall do nothing or permit nothing to be done on the premises which will interfere with any hazard insurance policy covering same. This also applies to storage of hazardous materials on the property. Maintenance manager will inspect house for any damage, and do customary maintenance checks. Please note that any holes in walls will be repaired as they occur, at the rate of \$100 per hole.

5. ALTERATIONS AND IMPROVEMENTS. Lessee shall make no alterations to the building without written permission of Lessor. This includes any painting or the placement of any signs etc. This will also include the attachment to walls of any shelving material etc.

6. UTILITIES Lessee will be responsible for all utilities . Lessor will service the water softener, and provide maintenance and salt to keep it functioning. Lessor has contracted with Wild Blue internet to provide Internet service. This is available to students at \$90/month .

7. USE OF PREMISES. The premises leased shall be used by Lessee as a private residence and shall not at any time be used for business, professional, or trade of any kind.



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RESIDENTIAL LEASE

Page 2

8. RESTRICTIONS. Dwelling is rented upon 36 acres of land containing a storage shed belonging to lessor. Shed is off limits to Lessee. Lessor has the right of access to, at any time.

9. FURNISHINGS. Dwelling is rented with some limited furnishings, these are provided and maintained by the lessor to the extent of normal wear and tear These items include.: Refrigerator, Microwave oven, Washer, Dryer ,Oven/Stove, Lawnmower, Vacuum cleaner, Olevia 42"LCD Television, Weed eater and garden implements.

10. BARBEQUES, FIREPOTS, CHIMENEAS.

Virginia Law forbids these Items to be within 15ft of a flammable material. A special Plateau, had been constructed below the house, with provision for a fire pit, and barbeque equipment in a safe manner. All barbeques and fires will be in this approved area.

11. FIREARMS

No firearms are permitted on the premises.

12 LIABILITY. Lessee agrees to assume all liability and hold Lessor harmless from any and all injuries to any other person, or damage to property caused by Lessee or any other person on premises. Lessee agrees to pay any costs and attorney fees incurred by Lessor, in defending such lawsuit or other action brought in regard to such injuries or damage. Occupants shall be responsible to providing sufficient insurance to cover their personal Items.

12 CHANGEOVER OF TENANTS..

While the Lease actually begins on June 1st, the previous occupants will remain in the house until School closes, but they will remove ALL furnishings and belongings before leaving. All bedrooms will be left clear, and any furniture remaining will be disposed of by the cleaning staff. The only exemptions to this rule are the furnishings in the upper floor two bedrooms, which, if they are sold to the next years students may remain in the rooms. Lessor must be advised of such arrangements, or the furniture will be assumed uselss, and will be disposed of. Occupants for the coming year will store their belongings in the locked shipping container under the deck. Any belongings , other than the rooms mentioned above, to be transferred from one years student to the next, must be removed from the house, and placed in the container. The container is NOT to be used for general storage of previous tenants until they return in September. The key to the container will remain in the possession of the Contact person for the new lease period. Locks will be changed after students leave for the summer.



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In witness Thereof, the parties have executed this lease in Lexington, the date and year first written above.

Lessor

**Otway LLC
7451 Franklin Rd
Boones Mill VA 24065
Geoffrey Boyes**

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Principal Lessee

Name Home Address			
Home Phone Cell e-mail			
Signature			
Name Home Address			
Home Phone Cell e-mail			
Signature			

**Payment Schedule
2012-2013**

Nov 1 st 2011	Deposit payment	\$2600
June 1st	June/July payment	\$5200
Sept 1st	Aug/Sept payment	\$5200
Oct 1st	Oct Monthly payment	\$2600
Nov 1st	Nov Monthly payment	\$2600
Dec 1st	Dec Monthly payment	\$2600
Jan 1st	Jan Monthly payment	\$2600
Feb 1st	Feb Monthly payment	\$2600
Mar 1st	Mar Monthly payment	\$2600
April 1st	April Monthly payment	\$2600
May 1st	May Monthly payment	\$2600
Before July 10th	Repay Deposit	-\$2600

All money will be collected by Lessee prior to due date, and paid via EFT to the account mentioned on page 1



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RESIDENTIAL LEASE

Page 4

Additional Information:

Snow Removal

Snow removal will be done at the Lessors expense and will be carried out by Rodney Plogger. The best plan is for no-one to drive down the road until he has it cleared, otherwise the first car down will compact the snow into ruts, which will remain as ice after plowing, remember this is not a paved road and is uneven, so complete plowing is not possible. Never put salt on the road, it will create a quicksand of clay.

Road Maintenance

The grading and maintenance of the road is done by Rodney Plogger (540-463 7096) The road is maintained under an agreement wherein Mr.Plogger has sole hunting rights on the 35 acres of property which you are renting. So expect to see some hunting activity during active hunting periods.

General maintenance

Rodney Plogger (540-463 7096) is the Facilities Manager and he will take care of any minor problems, so you can call him direct, or you can call me , and I will contact him. Never hesitate to report any problems, as most small problems become worse if they are ignored, and then they are even more expensive and damaging. Rodney will also make occasional inspections of the house, while refilling the salt etc in the water softener.

Fireplace

There is an open fireplace in the lounge room, with gas logs. The Dixie gas company requires you to use a minimum amount of gas each year, if they are to fill the gas tank. The gas logs are un-vented design, so leave the flue closed. The house is fitted with a carbon Monoxide alarm which must not be removed.

Windows

All windows in the house are Thermal pane, with UV sun screening ability to keep heat out in the summer. They have a locking lever which pulls them tightly shut in winter, or for security. If one gets broken, you will find they are very expensive.

Washer and Dryer

I don't expect the house to become an unofficial Laundromat for everyone's friends. The washer and dryer are for the use of the lessees only.

Walls/hangers/closet doors

Do not nail temporary hanging boards or shelves onto walls without contacting the Facilities manager, Rodney can help make the process reliable, plus easy to dismantle when you leave. Repairing sheetrock damage and holes in walls is something you may wish to avoid.

FirePit

Firewood may be stored on the cement slab surrounding the firepit.

Heating/Air conditioning

The house is heated and cooled by a heat pump. There is a thermostat which controls the temperature. NEVER TURN THE HEAT OFF IN THE WINTER. you simply turn the thermostat to the lowest setting. This will keep the house from freezing. Freezing pipes will cost you a bunch to replace !. There is an emergency heat switch on the thermostat, when this is switched on, the unit uses electric coils to boost the heat and this will be expensive, so only switch it onto emergency heat if the temperature gets below freezing, and the house is too cool. Remember to switch it off as soon as the weather warms a bit. When the red light is on ..you are bleeding money!

Lawn

The lawn is a wonderful place to sit around on in the spring and fall, but care must be taken to avoid destroying it. If you want to have large numbers of people tromping on it, driving cars over it , spilling gasoline on it. It will be destroyed, and you will have to re-seed it in the spring. Or pay to have someone else re-seed it. Just remember its grass, not cement. It will require watering and care during dry spells.

Please report any non functioning, or damaged equipment immediately. It is my responsibility to keep things working and yours to keep them acceptably cleaned.