



# HOGBACK

RESIDENTIAL LEASE

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Otway LLC  
7451 Franklin Rd Boones Mill VA 24065

**BY THIS AGREEMENT** made and entered into on .....Between Otway LLC (*lessor*) and (*Collectively "Lessee"*), Lessor leases the premises situated at 85 Otway Trail in the county of Rockbridge, State of Virginia, subject to attached conditions, for a term of ONE YEAR, to commence in ----- **2012** and to end on **May 31 2013**.

**1. RENT** Lessee agrees to pay to Lessor, as rent, the sum of \$----- per month in advance, on the **first day** of the month beginning on ----- 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 ----- 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 .

**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.

The logo features a stylized mountain range silhouette at the top. Below it, the word "HOGBACK" is written in a large, bold, black, sans-serif font. Underneath "HOGBACK", the words "RESIDENTIAL LEASE" are written in a smaller, black, sans-serif font.

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**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, and garden implements.

**10. BARBEQUES, FIREPOTS, CHIMENEAS.**

Virginia Law forbids these Items to be within 15ft of a flammable material. An are at the base of the staircase has been constructed below the house, with provision for a barbeque. 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 1<sup>st</sup>, 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 bedroom, which, if they are sold to the next years students may remain in the room. Lessor must be advised of such arrangements, or the furniture will be assumed useless, and will be disposed of. Occupants for the coming year will store their belongings in the lower basement room with the sliding door Furniture in the living room, will remain in the house. Any couches or indoor furniture left on the deck will be discarded.



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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**

**Principal Lessee**

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



## **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 cell 540 570 3383 or home 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.

### **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.

### **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, Mike 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.

### **Heating/Air conditioning**

The house is heated and cooled by a heat pump. There are thermostats which control 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.**