



# HOGBACK

RESIDENTIAL LEASE

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Otway LLC  
5214 LIPPS RD ROANOKE VA 24018

**BY THIS AGREEMENT** made and entered into on \_\_\_\_\_ 2023 Between 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 2025** and to end on **May 31 2026**.

**1. RENT** Lessee agrees to pay to Lessor, as rent, the sum of **\$4000** per month in advance, on the **first day** of the month beginning on JUNE 1 2025. Lessor appoints \_\_\_\_\_ to be responsible for collecting and making such payments to Lessor at 5214 Lipps Rd Roanoke VA 24018 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. Said Appointee shall be the contact person between the Lessor and Lessee. **A late payment penalty of \$100** 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 \$4000 by **within 30 days of the signing of this contract** 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. Due to an historical damage occurrence, lessor will return the security deposit by Sept 14 2026

**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. ***If lessor identifies unacceptable cleanliness in kitchen, and living room areas, Lessee will be given 5 days to remedy, and if not remedied, lessor will send a cleaning crew at lessors decision to remedy the situation. The cost of this cleaning will be paid with the next months rent, or the rent will be deemed not paid.*** 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 (other than pin 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.



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**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.

**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, Washer, Dryer ,Oven/Stove, battery operated weedeater and some garden implements.

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

Virginia Law forbids these Items to be within 15ft of a flammable material. A special Patio, 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**

If firearms are used on the premises they must be stored in a secure cabinet. The firing should be such that it does not impede the peace of the neighbors, and takes place at normal acceptable times. All signs of activity (shell casings, etc) should be picked up after use and not allowed to accumulate. If the area below the deck becomes covered in shell casings, then the lessor will give the lessee two days to correct, before calling a cleanup crew, the cost of which will be applied to the next months rent.

**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.

**13 PERSONAL LIABILITY.** Insurance company regulations insist that all students have personal liability insurance coverage. In many cases this is covered by parental household policies

### **14 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 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 useless, 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.

**DO NOT LEAVE VALUABLES IN THE HOUSE OVER THE SUMMER. PLACE THEM IN THE SHIIPING CONTAINER, AND LOCK IT UP.**

### **15 PETS**

No pets allowed



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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**  
**5214 Lipps Rd Roanoke VA 24018**  
**Geoffrey Boyes**

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**Principal Lessee**

Name			
Home address			
Home/parents phone Students Cell			
e-mail			
SS#			
Signature			
Name			
Home address			
Home/parents phone StudentsCell			
e-mail			
SS#			
Signature	x	x	

**Payment Schedule**

**2025-2026**

Feb 2013	Deposit payment	\$4000
June 1st	June/July payment	\$8000
Sept 1st	Aug/Sept payment	\$8000
Oct 1st	Oct Monthly payment	\$4000
Nov 1st	Nov Monthly payment	\$4000
Dec 1st	Dec Monthly payment	\$4000
Jan 1st	Jan Monthly payment	\$4000
Feb 1st	Feb Monthly payment	\$4000
Mar 1st	Mar Monthly payment	\$4000
April 1st	April Monthly payment	\$4000
May 1st	May Monthly payment	\$4000
Before Sept 14 th	Repay Deposit	-\$4000



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### **Adverse weather Snow Removal**

When adverse weather is expected, (Ice, snow), remember the house has electric well pump, and the power supply is via miles of country lines, where downed trees can cause long outages. In such situations the safest option is to bunk down at the frat house in town before the storm. If that cannot be done, fill the bathtub with water, as an emergency supply, to flush toilets etc. You may have to rely on other drinking liquids to satisfy your thirst, probably good to get a few packs of bottled water., and stock up on non cooked food. Snow removal will be done at the Lessors expense and will be carried out by Josh Plogger. It may be up to 2 days before anyone will be available or able to plough the driveway 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 Josh Plogger Cell (540 460 3401) 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. **There is a speed limit of 5 mph on the driveway to prevent the gravel from rutting.**

### **General maintenance**

Josh Plogger Cell (540 460 3401) 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.

### **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, Josh 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 !.

### **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. Do not make a firepit in the front lawn

### **Trash**

There shall be no bags of trash visible outside the house. Trash must be removed to the nearby dumpster as it accumulates. Trash left outside will attract wild animals (bears), and possums will shred the bags and contents.

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