

Oxford House –(name of the OH) Residential Lease

BY THIS AGREEMENT, made and entered into this 1st day of March, 2018, by and between ...**(name of the house owner or Lessor)**, herein referred to as Lessor and Oxford House –**(name)**, herein referred to as Lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor those premises described as and located at:**(address)**, for a tenancy commencing on the ...**(date)**, at a monthly rental of ...**(sum in \$) per month**, due in advance on the 1st day of each and every month to Lessor by mailing rent to: ...**(name and address)**.

1. Maintenance Fee. Lessor acknowledges receipt of \$500.00 from Lessee as a non-refundable maintenance fee. Payment of the maintenance fee does not release Lessee from any other provisions of this lease. Lessor may, as allowed by law, seek remedy for damages incurred by Lessor due to Lessee's breach of this lease. Lessee is not entitled to have the maintenance fee applied to late or unpaid rent.

2. Late Payment. Installments of rent not received by the Lessor on or before the due date are late. If any installment of rent is not received by the Lessor within five (5) days from the due date, Lessee covenants and agrees to pay an additional fee of fifty dollars (\$50.00).

3. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

4. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by the Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence in accordance with the concept and system of operations of an Oxford House as described in the attachment entitled "Oxford House and Landlords: The Legal and Policy Reasons Underlying Oxford House Leases" and acknowledge that both Lessor and Lessee have read the attachment. Lessee shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities, affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease. Oxford House – ...**(name of the OH)** is chartered for **seven (7)** members and will make all necessary efforts to operate at full capacity. **Oxford House – ... (name of the OH)** has been established in compliance with the conditions of § 2036 of the Federal Anti-Drug Abuse Act of 1988, P.L. 100-690, as amended, which provides that federal money loaned to start the house requires the house members to (A) prohibit all members from using any alcohol or illegal drugs, (B) expel any member who violates such prohibition, (C) equally share household expenses including the monthly lease payment, among all members, and (D) utilize democratic decision making within the group including inclusion in and expulsion from the group. All Members have accepted these terms upon application for membership and in accepting these terms, understand that §2036 conditions are different than the normal due process afforded by some local landlord-tenant laws. **Oxford House – ... (name of the OH)** will at all times remain a member of and in good standing with an Oxford Houses of Virginia Chapter.

5. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all building and improvement, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenable condition.

6. Assignment and Subletting. Without the prior written consent of the Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option terminate this lease.

7. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless

otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

8. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises shall be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

9. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises.

11. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

12. Maintenance and Repair. Lessee will keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and shall make all required repairs to plumbing, range, heating, apparatus and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Lessor shall be responsible for all exterior and structural repairs and any repairs to furnace, air conditioner, plumbing (except stopped-up drains), wiring and other utility owned by Lessor on the premises and for all interior and exterior painting. Any mechanical malfunctions and water leaks should be reported immediately to the Lessor. Lessee shall be responsible for the repair of stopped-up drains, light bulbs, and other general interior maintenance of Premises. Lessee will take care of mowing and general upkeep of the grounds surrounding the Premises, including removing snow or ice from the walk or driveway to the Premises.

13. Animals. Lessee shall keep no domestic or other animals on or about the leased premises.

14. Display of Signs/Sale of Premises. During the last 30 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" sign on the demised premises and of showing the property to prospective purchasers or tenants and may sell premises with 90 days notice to Lessee. Upon the purchase of premises by another individual or entity this lease shall become void 90 days following the transfer of title to the demised premises.

15. Subordination of Lease. This lease and Lessee's leasehold interest thereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

16. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on one (1) month written notice served by either Lessor or Lessee on the other party. Notice to terminate must be given prior to the first day of a month in order to terminate the lease agreement one month following the first day of the said month.

17. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and conditions as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

18. Default. If any default is made in the payment of rent, or any part thereof, at the times herein before specified, or if any default is made in performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture the lease shall not result if, within 10 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time.

19. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and at lessor's option hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to lessee and left on the premises to also have been abandoned, in which case lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

20. Smoking. Smoking, including electronic cigarettes/vaping is not permitted inside the premises. Members agree to maintain cigarette disposal containers for smoking outside house, use them appropriately, and keep property clean of cigarette waste.

21. Firearms/Weapons. No firearms or weapons of any kind are allowed on the property.

22. Vehicles. All members' vehicles must meet local and state laws and all members must be properly licensed in order to operate them.

23. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

LESSEE:

For and on behalf of Oxford House – ... (name of the OH)

Date: _____

LESSOR:

Date: _____