

West Virginia Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This West Virginia Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.** W. Va. Code, § 37-6A-2:
 - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant.

- B. **Return of Security Deposit.** Upon termination of the tenancy and within **30 days**, any security deposit held by Landlord, minus any deductions for damages or other charges, shall be delivered to Tenant, together with a written itemization of any such damages or other charges as provided in subsection (C).
- C. **Allowable Charges.** Upon termination of the tenancy, any security deposit held by Landlord may be applied by Landlord only to:
- i. the payment of rent due, including the reasonable charges for late payment of rent specified in this Agreement;
 - ii. the payment of the amount of damages which Landlord has suffered by reason of Tenant's noncompliance with this Agreement, less reasonable wear and tear;
 - iii. the payment of unpaid utilities that were billed to and paid by Landlord, are the obligation of Tenant under this Agreement and unpaid by Tenant;
 - iv. the payment of reasonable costs for the removal and storage of Tenant's personal property. Landlord may dispose of the stored personal property pursuant to this Agreement below; and
 - v. to other damages or charges as provided in this Agreement, including but not limited to, paying for the services of a third party contractor to repair damages to the property caused by Tenant.
- D. **Excessive Damages.** In the event that damages to the Premises exceed the amount of the security deposit and require the services of a third party contractor, Landlord shall give written notice to Tenant, advising Tenant of that fact, within the applicable notice period. If notice is given as prescribed in this subsection, Landlord shall have an **additional fifteen day period** to provide an itemization of the damages and the cost of repair.
- E. **Credit.** Nothing in this section shall be construed by a court of law or otherwise as entitling Tenant, upon the termination of the tenancy, to an immediate credit against Tenant's delinquent rent account in the amount of the security deposit.
- F. **Successor in Interest.** The holder of Landlord's interest in the Premises at the time of the termination of the tenancy, regardless of how the interest is acquired or transferred, is bound by this section and shall be required to return any security deposit received by the original Landlord that is duly owed to Tenant. The provisions of this subsection apply whether or not such security deposit is transferred with Landlord's interest by law or equity, and regardless of any contractual agreements between the original Landlord and Landlord's successors in interest.
- G. **Sublease.** If Tenant has any assignee or sublessee, Landlord shall be entitled to hold a security deposit from only one party in compliance with the provisions of this section.

- H. **Delivery.** For the purposes of this section, the delivery to Tenant of a security deposit and/or any notice prescribed by this section, may be accomplished by either personal delivery to Tenant, or by mailing the deposit and/or notice to Tenant's last known address or forwarding address as provided by Tenant. It shall be the responsibility of Tenant to provide an accurate address to Landlord. If personal delivery is not reasonably possible and a deposit or notice mailed to Tenant at Tenant's last known address or forwarding address provided is returned as non-deliverable, then Landlord shall hold the deposit or notice for the period of six months, to be personally delivered to Tenant, or Tenant's authorized agent or attorney, at Landlord's place of business during normal business hours within seventy-two hours after a written request is received from Tenant.
- I. **Records.** Per W. Va. Code, § 37-6A-3, Landlord shall:
- i. maintain and itemize records for Tenant of all deductions from security deposits which Landlord has made by reason of Tenant's noncompliance with this Agreement for one year after the termination of the tenancy; and
 - ii. either permit Tenant or Tenant's authorized agent or attorney to inspect Tenant's records of deductions at any time during normal business hours within seventy-two hours of a written request, or at Landlord's option, provide Tenant or Tenant's authorized agent or attorney a copy of Tenant's record of deductions during normal business hours within seventy-two hours of a written request.
- J. **Landlord's Noncompliance.** Per W. Va. Code, § 37-6A-5:
- i. If Landlord fails to comply with any of the provisions of this section, and such noncompliance is willful or not in good faith, Tenant is entitled to a judgment for:
 - a. the amount of any unreturned security deposit; and
 - b. damages for annoyance or inconvenience resulting from Landlord's nonconformance equal to one and a half times the amount wrongfully withheld, unless Tenant owes rent to Landlord, in which case, the court shall order an amount equal to any amount awarded to Tenant pursuant to this subsection to be credited against any rent due to Landlord.
 - ii. Jurisdiction for any civil action brought pursuant to this section shall be in magistrate court or circuit court in the county where the Premises is located.
 - iii. This section does not limit rights or remedies available to Landlord or Tenant under any other law.
9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord

at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: **{LandlordUtilities}**. Tenant shall be responsible for paying all other utilities including but not limited to: **{TenantUtilities}**. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
11. **SMOKING.** Smoking **{Smoking}** permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Notice.** At least **one month** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
 - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
 - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **one month's** written notice to Tenant.
 - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **one month's** written notice to Landlord.
 - C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of **{MonthlyRent}****, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **one month** prior to the end of the Agreement Term. If Tenant becomes a holdover or month-to-month tenant, Landlord may change the rental amount or other agreement terms by providing **one month's** written notice to Tenant.

15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.**
 - i. Per W. Va. Code, § 37-6-30, Landlord shall:
 - a. at the commencement of a tenancy, deliver the Premises in a fit and habitable condition, and shall thereafter maintain the Premises in such condition; and
 - b. maintain the Premises in a condition that meets requirements of applicable health, safety, fire, and housing codes, unless the failure to meet those requirements is the fault of Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent; and
 - c. in multiple housing units, keep clean, safe, and in repair all common areas of the Premises remaining under Landlord's control that are maintained for the use and benefit of Tenant; and
 - d. make all repairs necessary to keep the Premises in a fit and habitable condition, unless said repairs were necessitated primarily by a lack of reasonable care by Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent; and
 - e. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord by written or oral agreement or by law; and
 - f. In multiple housing units, provide and maintain appropriate conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the

occupancy of the Premises; and

g. unless the Premises is so constructed that running water, heat, or hot water is generated by an installation within the exclusive control of Tenant, supply running water and reasonable amounts of hot water at all times and reasonable heat between the first day of October and the last day of April.

ii. If Landlord's duty under this Agreement exceeds a duty imposed by law, that portion of this Agreement imposing a greater duty shall control.

iii. None of the provisions of this section shall be deemed to require Landlord to make repairs when Tenant is in arrears in payment of rent.

iv. For the purposes of this section, the term "multiple housing unit" shall mean a dwelling which contains a room or group of rooms located within a building or structure forming more than one habitable unit for occupants for living, sleeping, eating, and cooking.

B. Tenant's Responsibilities. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so.

Tenant shall:

i. comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;

ii. keep the Premises clean, sanitary, and in good condition;

iii. notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware;

iv. be responsible for cleaning and routine maintenance;

v. dispose promptly of all rubbish, garbage, and other waste; and

vi. properly use and operate any electrical, gas and plumbing fixtures and keep them as clean and sanitary as their conditions permit.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. REPAIRS AND ALTERATIONS.

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent

of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **RULES AND REGULATIONS.**

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:

i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;

ii. they are reasonably related to the purpose for which they are adopted;

iii. they apply to all tenants in the property in a fair manner;

iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;

v. they are not for the purpose of evading the obligations of Landlord; and

vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this

Agreement.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
24. **ABANDONMENT.** Per W. Va. Code, § 37-6-6:
- A. **Notice; Rent.** If Tenant from whom rent is in arrears and unpaid abandons the Premises, Landlord or Landlord's agent shall post a notice in writing in a conspicuous part of the Premises requiring Tenant to pay the rent within one month. If the rent is not paid within that time, Landlord shall be entitled to possession of the Premises, Landlord may enter thereon, and the right of Tenant to the Premises shall end. Landlord may recover the rent owed up to the time when Landlord became entitled to possession.
- B. **Personal Property.** Upon regaining possession of the Premises, Landlord or Landlord's agent may take, dispose of, or otherwise remove Tenant's personal property without incurring any liability to Tenant or any other person. To dispose of Tenant's property under this subsection, Landlord shall give a written notice to Tenant that shall be:
- i. posted in a conspicuous place on the property; and
 - ii. sent by first-class mail with a certificate of mailing, which provides a receipt of the date of mailing, in an envelope endorsed "Please Forward", addressed and mailed to Tenant at:
 - a. the Premises;
 - b. any post office box held by Tenant and known to Landlord; and
 - c. the most recent forwarding address if provided by Tenant or known to Landlord.
- C. **Written Notice.** The written notice required under subsection (B) shall state that:
- i. the Premises is considered abandoned;
 - ii. any personal property left by Tenant must be removed from the Premises or from the place of safekeeping, if Landlord has stored the property, by a date specified in the written notice that is:
 - a. not less than thirty days after the date the written notice was mailed; or
 - b. not less than sixty days after the date the written notice was mailed if Tenant has notified Landlord that Tenant is on active duty in the armed forces of the United States;
 - iii. if the personal property is not removed within the time provided for in this section, then Tenant forfeits Tenant's ownership rights to the personal property, and the personal property becomes the property of Landlord; and

iv. per W. Va. Code, § 37-6-7, after Landlord has taken possession of the Premises, Landlord will lease the Premises to some other person, in which case **Tenant will still remain liable under this Agreement, for the unexpired portion of the Agreement Term, for the difference between the amount of rent received by Landlord from the new tenant, and the amount payable under this Agreement of Tenant,** and upon any other covenants or agreements contained in this Agreement.

D. **Additional Time.** Notwithstanding the provisions of subsection (B), if the abandoned personal property is worth more than **three hundred dollars** and was not removed from the Premises or from the place of safekeeping within the time period stated in the notice required in subsection (C), Landlord shall store the personal property for up to thirty additional days if Tenant or any person holding a security interest in the abandoned personal property informs Landlord of their intent to remove the property; provided, that Tenant or person holding a security interest in the abandoned personal property pays Landlord the reasonable costs of storage and removal.

25. **PERSONS LIABLE FOR RENT; TERMINATION OF LEASE UPON DEATH.**

Per W. Va. Code, § 37-6-11

A. Rent may be recovered from Tenant; another person owing it; or the heir, personal representative, devisee or assignee who has succeeded to Tenant's estate in the Premises. But no assignee shall be liable for rent which became due before his or her interest began. Subject to the provisions of subsection (B), nothing herein shall change or impair the liability of heirs, personal representatives, or devisees for rent, to the extent and in the manner in which they are liable for other debts of the ancestor or testator; nor shall the mere merger of the reversion to which a rent is incident affect the liability for such rent.

B. i. Notwithstanding any other provision of this Agreement of law to the contrary, upon the death of Tenant, an heir, personal representative, devisee, or assignee of Tenant may terminate this Agreement prior to its expiration.

ii. Termination shall become effective on the last day of the calendar month that is two months after:

a. the date on which the notice is hand-delivered to Landlord; or

b. the date on which the notice addressed to the Landlord is deposited in the United States mail postage prepaid, evidenced by the postmark.

iii. Termination of this Agreement under this subsection does not relieve the Tenant's estate from liability for either:

a. the payment of rent or other sums owed prior to or during the two month written notice period; or

b. for the payment of amounts necessary to restore the

Premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted.

- iv. The right of termination contained in this subsection may not be waived by Landlord; Tenant; or Tenant's heir, personal representative, devisee, or assignee by contract or otherwise. Any lease provision or agreement requiring a longer notice period than that provided by this article is void and unenforceable.

26. **DISTRESS FOR RENT** Distress for rent is allowed per the procedures provided by W. Va. Code, §§ 37-6-12 through 37-6-18.

27. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Landlord may enter the Premises for the following purposes:

- A. to inspect the Premises and determine Tenant's compliance with the terms of the Agreement;
- B. to show the Premises to a prospective tenant, purchaser, or lender;
- C. to estimate repair costs;
- D. to prevent waste;
- E. to prevent excessive noise or disturbances; or
- F. to make any repairs, additions, or alterations.

Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant notice of at least **24 hours** before entering the Premises.

28. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

29. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

30. **GROUND'S FOR TERMINATION OF THE TENANCY.**

- A. **Termination by Landlord.** Landlord may terminate this Agreement if:
- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental application; or
 - iii. otherwise provided by law.

- B. **Termination By Tenant.** Tenant may terminate this Agreement if:
- i. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired, W. Va. Code, § 37-6-28;
 - ii. Landlord breaches the warranty of habitability described by the maintenance responsibilities in this Agreement; or
 - iii. otherwise provided by law.

31. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
32. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
33. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
34. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
35. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
- A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

36. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
37. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock_ALL_Signatures+Date+Emails}