

APARTMENT LEASE AGREEMENT

THIS AGREEMENT, made and executed this _____ day of _____

by and between _____ hereinafter referred to as "Lessor", and

_____ hereinafter referred to as "Lessee", WITNESSETH THAT:

I. DESCRIPTION OF PREMISES

Lessor hereby leases to Lessee unit number _____

_____ to be used and occupied by Lessee as a residence and for no other use of purpose whatsoever.

II. TERM

This is a lease for one (1) year, beginning on _____ and ending on _____. Any extension of the lease is at the Lessor's sole discretion. To terminate the lease, there must be a written notice by Lessee at least thirty (30) days in advance of the lease expiration date. Otherwise the lease will renew itself, at the Lessor's sole discretion, on a month-to-month basis with all requirements still in effect. **Occupancy for one or more days of any month makes Lessee liable for the entire month's rent.** After the first year, a thirty (30) day written move-out notice from Lessee is still required prior to the first of the month. A payment of rent in full during this thirty (30) day period is absolutely required. Failure to give at least a thirty (30) day written notice will result in the occupant's liability for the following month's rent. In the event of default in the payment of any of the said rental installments as herein provided, time being of the essence, Lessor may without notice or demand, declare the entire principal sum then unpaid immediately due and payable. **All notices by Lessee shall be via United States Postal Service Certified Mail to PO Box 1132, Huntington, WV 25713 ONLY, and no verbal or hand-delivered notice will be honored by Lessor.** This provision (II) will not be waived.

III. RENTS AND CHARGES

Lessee agrees to pay Lessor the principal sum of _____

_____ annually, in monthly installments of _____, payable in advance, no later than the first day of the month, and in default thereafter. **All Lessees' are jointly and severally responsible for the rent.** A 10% service charge will be assessed against Lessee for any rent payment not received in the office within five (5) days of due date. If rent is paid after the 5th day of the month, Lessor has sole option to accept late rent. Furthermore, a late charge of ten dollars (\$10) per day will be charged for every day after the 5th day of the month that rent is late. After a late charge has been assessed for the current month, only money orders will be accepted for payment for that month's rent. A service charge of twenty-five dollars (\$25) will be assessed for any check returned for insufficient funds. If the rent check is returned by the bank for insufficient funds, then the late charge of 10% plus the insufficient funds charge of twenty-five dollars (\$25) are both due. If any negotiable instruments or electronic payments tendered to Lessor by Lessee for rent

are twice returned by the bank for insufficient funds or any other reason, then personal checks will not be accepted and only money orders or cashier's checks will be accepted as payment for rent in the future. In addition, the monthly base rent shall be increased by an additional \$50 per month for the duration of the tenancy. Such increase in the base rent shall not preclude Lessor from having Tenant lawfully evicted from the premises due to tendering a negotiable instrument, which was supported with insufficient funds.

IV. DEPOSIT AND DAMAGES

Lessee agrees to deposit upon the execution of this lease, in addition to the first month's rent, the sum of _____, which sum shall be for the strict performance of all Lessees' obligations under this lease and shall also serve as a fund from which the Lessor shall be reimbursed to compensate for unreasonable wear and tear and/or unpaid rent to the apartment on the part of the Lessee. Otherwise, the deposit shall be returned to the Lessee within thirty (30) days after the Lessee ceases to occupy the premises and all keys have been returned. If all keys are not returned, a locksmith fee of one hundred dollars (\$100) will be deducted from the deposit. **The deposit is not to be deducted from the last month's rent or to be used in lieu of the last month's rent.**

V. BREAKING THE LEASE

If Lessee moves before the lease is up during the term of the contract, the Lessee shall forfeit the deposit and be liable for all damages to Lessor by reason of such move. The amount due Lessor shall be for damages to the apartment itself, lost rent, and cost of re-renting the apartment. Labor will be charged at the rate of \$50 per hour for repairs and maintenance above and beyond normal wear and tear.

VI. CONDITION OF PREMISES AND INSPECTION

The premises are now in good repair, and at the termination of this lease, the Lessee shall deliver up and surrender the premises to the Lessor in good order and repair, normal wear and tear excepted. Lessee shall give Lessor prompt written notice of any defects or breakage in the structure, equipment, or fixtures of the premises. Lessor may at all reasonable times enter upon the premises to inspect and care for same or to make repairs. Lessor may enter at any time on an emergency basis. Alterations will be made only with the written approval of the Lessor. Painting the apartment by the Lessee is strictly prohibited.

VII. RULES AND REGULATIONS

Lessee agrees to comply with the following:

- 1) All rules and regulations of the complex in which the apartment is located, a copy of which is attached and must be signed by all parties to the Lease.
- 2) All laws of the state.
- 3) All ordinances of the municipality.

Lessor reserves the right to further set such rules and regulations as in its judgment may from time to time be needed and proper. Upon delivery of the changes in the rules and regulations to the Lessee either in person or by mail, they shall become binding upon the Lessee.

VIII. OCCUPANT'S LIABILITY

Lessee agrees that no adult who does not sign this Agreement will occupy the premises and no

minors other than _____ ages ____; _____; and _____ will be housed in the premises unless an additional child is born to or adopted by Lessee during tenancy. Non-related adults sharing an apartment are each jointly and severally liable for the entire rent, not just their pro-rata share thereof, and payment is to be made by one check per apartment per month. If one or more roommates move during the term of the contract, all roommates are still responsible for Lease for as long as one roommate is still living in the unit. The Lessor shall be the **sole judge** of what constitutes a “houseguest.”

IX. WAIVER

The waiver of any provision of this lease by the Lessor does not constitute the waiver of that, or any other provision of this lease, in the future.

X. ASSIGNMENT

The lease shall not be assigned or the premises sublet without written consent of the Lessor.

XI. DISTURBANCE OF PEACE

If the Lessor, at any time, shall deem the conduct of the occupants or their guests, of the leased premises objectionable, and if the Lessor shall give the Lessee seven (7) days written notice of Lessor’s intention to terminate the lease, then this lease shall, at the expiration of such period of seven (7) days, terminate. It is specifically understood and agreed that the Lessor shall be the **sole judge** of what constitutes objectionable behavior.

XII. LESSOR NON-LIABILITY

Lessor shall not be liable for any damage to any person or property, however occurring by or from gas, electricity (or stoppage thereof), fire, water, ice, snow, sewage back-ups, or appliance failure. Nor shall the Lessor be responsible for any damage to the Lessee or any occupant to the dwelling, resulting from any other cause whatsoever unless caused by negligence of the Lessor. Lessor is specifically not responsible for any loss or damage to Lessee’s automobile(s) or their contents, damage to Lessee’s clothes while using the laundry facilities, nor for belongings stolen from the apartment or storage locker. Lessor is not responsible for food spoilage due to refrigerator malfunctions or electrical failure.

XIII. INSURANCE

Lessee is responsible for maintaining contents, fire, theft, and liability insurance for the apartment as the Lessor is not responsible for any of the Lessee’s contents in the apartment.

XIV. UTILITIES

Apartment rental does not include utilities (unless otherwise stated in writing) and are not to be turned off under any circumstances. The utilities are to be metered in Lessee’s name and billed directly to Lessee. Lessee is to place utilities in his name on the next business day after execution of this lease. If Lessee fails to place utilities in his name Lessor may, at his option, have the utilities disconnected at any time after the next business day and immediate eviction proceedings will be brought against Lessee. Absolutely no auxiliary heat may be used without written consent of Lessor.

Lessor strongly urges Lessees to place all applicable utilities on the budget plan.

XV. CONDITIONS

- A. **ABSOLUTELY NO PETS.** No pets are allowed to enter the apartment/house or to be on the premises at any time, regardless of ownership. If Lessor determines that Lessee has allowed any animals in or upon the premises, the base rent shall be increase by an additional \$250 per month including the months that Lessor determined that animals were present, until said animal is removed from the premises.
- B. **ABSOLUTELY NO SMOKING INSIDE THE APARTMENT/HOUSE.** We enforce a strict no smoking policy inside all of our properties. Smoking is allowed outside the building, but cigarette butts are to be placed in appropriate trash bins. At no time are cigarette butts to be thrown onto the property.
- C. For safety's sake, the public halls, corridors, stairways, stairwells, storage areas, driveway, parking lots, and landscaping of building shall not be used under any circumstances as a play area for children. In addition, no bicycles, tricycles, wagons, furniture, rugs, outdoor grills, etc. may be left in common areas. Any items left in common area shall be discarded with no warning.
- D. No additional locks shall be affixed to doors. If Lessee feels the need for additional security, contact Lessor, in writing via United States Postal Service Certified Mail, immediately.
- E. No wires, cables, exterior radio or television antenna shall be erected on the ground or attached to the building in any manner whatsoever.
- F. All garbage and rubbish shall be wrapped and placed in the designated containers. Under no circumstances shall garbage be placed in the common areas. Lessee is responsible for providing their own garbage container.
- G. Toilets: Please, never put sanitary napkins, tampons, disposable diapers or paper towels, etc. in the toilets. Any blockage caused by the Lessee will be charged back to the Lessee at the rate of \$50 per hour.
- H. Once the apartment has been vacated, the contents left behind will be disposed of by Lessor. Any charges incurred in the disposing of articles left by the Lessee will be charged back to the Lessee.
- I. The Lessee is not to use the balcony, porches, or any part thereof for storage, handling or displaying materials of any kind. Porch furniture or plants are the only items allowed on the balconies or patios.
- J. No washers, dryers or dishwashers are permitted in the apartment unless a specific hook-up is provided.
- K. Lessor may enter apartment during the hours of 10am to 4pm, Monday through Friday to perform routine repairs, maintenance, inspection, pest control, etc. In the event of an occurrence, which the Lessor deems to be an emergency, he may enter the apartment at any time.
- L. If Lessee loses any keys, there will be a minimum one hundred-dollar (\$100) locksmith charge to re-key the locks. If Lessee locks himself/herself out of the apartment, there will be a minimum fifty-dollar (\$50) charge for the maintenance personnel to open the apartment.
- M. Labor will be charged to Lessee at the rate of \$50 per hour for repairs and maintenance, over and above normal wear and tear.
- N. Lessee to maintain common area and/or stairway adjacent to their apartment.

XVI. PAYMENTS AND NOTICES

Lessor will accept check, money order, cashier's check, debit/credit card or a completed "authorization for direct payment" as payment for rent. All rental payments are to be mailed or hand delivered to Lessor. All notices of any kind are to be written and mailed via United States Postal Service Certified Mail to Lessor at PO Box 1132, Huntington, WV 25713.

XVII. ACKNOWLEDGEMENT

Lessee acknowledges that Whitney Gesner is a licensed West Virginia real estate agent.

XVIII. ENTIRE AGREEMENT

There have been no verbal agreements made between the Lessor and the Lessee. Lessor will not be bound by any agreements or promises made by its representatives unless the agreement is in writing and signed by the Lessor and Lessee.

LESSEE

LESSOR

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**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASE PAINT HAZARDS**

Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazard if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure:

- A. Presence of lead-based paint and/or lead paint hazards (check i or ii below):
 - a. _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
 - b. _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- B. Records and reports available to the lessor (check a or b below):
 - a. _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

 - b. _____ Lessor has no reports or records pertaining to lead-based paint or lead-based paint hazard in the housing.

Lessees Acknowledgement (initial):

- A. _____ Lessee has received copies of all information listed above.
- B. _____ Lessee has received the pamphlet Protect Your Family From Lead In Your Home.

Agent's Acknowledgement (initial):

- A. _____ Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of accuracy: The following parties have reviewed the information above and certify, to the best of their knowledge, the information they have provided is true and accurate.

Lessor

Date

Lessee

Date

Lessee

Date

SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR ADDENDUM

NOTICE: THIS DOCUMENT PLACES A DUTY UPON THE RESIDENT TO REGULARLY TEST THE SMOKE AND CARBON MONOXIDE DETECTOR(S), WHERE APPLICABLE, AND REPORT ALL MALFUNCTIONS TO OWNER OR MANAGEMENT AGENT IN WRITING.

THIS ADDENDUM dated _____ will become a part of the original lease or rental agreement dated _____ between _____, Lessor or Agent, and _____, Lessee/Resident, for the residence located at _____.

1. **Smoke and Carbon Monoxide (where applicable) Detector:** You acknowledge that as of this date, the residence is equipped with one or more smoke detectors and carbon monoxide detectors, where applicable; that you have inspected the smoke and carbon monoxide detector(s); and that you find it/them to be in proper working condition.
2. **Repair:** You agree that it is your duty to regularly test the smoke and carbon monoxide detector(s) and agree to notify property manager immediately in writing of any problem, defect, malfunction or failure of the smoke and carbon monoxide detector(s). Within 7 days of receipt of such written notification, management shall repair or replace the smoke and carbon monoxide detector(s), assuming the availability of labor and materials.
3. **Maintenance:** A) You agree to replace the smoke detector(s) and carbon monoxide detector(s) battery, if any, at any time the existing battery becomes unserviceable. B) If after replacing the battery, the detector will not operate, you must inform management immediately in writing of any deficiencies.
4. **Replacement:** You agree to reimburse management, upon request, for the cost of a new smoke detector or carbon monoxide detector and the installation there of in the event the existing detector(s) becomes damaged by you or your guests or invitees.
5. **Disclaimer:** YOU ACKNOWLEDGE AND AGREE THAT OWNER OR AGENT IS NOT THE OPERATOR, MANUFACTURER, DISTRIBUTOR, RETAILER OR SUPPLIER OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S). YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISK AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO THE OPERATION, MALFUNCTION OR FAILURE OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S), REGARDLESS OF WHETHER SUCH MALFUNCTION OR FAILURE IS ATTRIBUTABLE TO, CONNECTED WITH, OR IN ANY WAY RELATED TO THE USE, OPERATION, MANUFACTURE, DISTRIBUTION, REPAIR, SERVICING OR INSTALLATION OF SAID DETECTOR(S)

NO REPRESENTATION, WARRANTIES, UNDERTAKING OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY OWNER, ITS AGENTS OR EMPLOYEES TO YOU REGARDING SAID SMOKE AND CARBON MONOXIDE DETECTOR(S), OR THE ALLEGED PERFORMANCE OF THE SAME. OWNER OR AGENT NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING SAID DETECTOR(S) INCLUDING EXPRESSED OR IMPLIED WARRANTIES. OWNER OR AGENT SHALL NOT BE LIABLE FOR DAMAGES, LOSSES AND/OR INJURIES TO PERSON(S) OR

PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE DETECTOR(S); (3) THEFT OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S) OR ITS SERVICEABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE SMOKE AND CARBON MONOXIDE DETECTOR(S).

6. **Entire Agreement:** The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke and carbon monoxide detector(s) in the above referenced residence. Any agreement that in any way varies the terms of this Addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.
7. **Term:** The term of this Addendum shall be the same term as lease renewal or extension of rental agreement.
8. **Acknowledgment:** I acknowledge I have read this addendum and it places a duty upon me to regularly test the smoke and carbon monoxide detector(s) and report all malfunctions of the same to lessor or agent in writing.

SIGNED this _____ day of _____

Lessee/Residents

Lessor/Management

APARTMENT DWELLER'S INSURANCE

The Lessor takes its commitment to safety standards very seriously with regard to each individual Lessee.

Therefore, it is strongly recommended that Lessee secure "APARTMENT DWELLER'S INSURANCE" (Renter's Insurance) by the day Lessee moves into Lessee's apartment. In the unlikely event of fire, storm damage, disappearance of personal property, etc., such a policy should provide Lessee with coverage of Lessee's personal belongings and personal liability. Lessee understands that the Lessor's insurance DOES NOT cover Lessee's belongings. The Yellow Pages will furnish the name of local insurance agents.

In addition, the apartment is equipped with a smoke alarm which is in working condition when Lessee takes occupancy of the apartment. From the day Lessee moves in, until the day Lessee moves out, it is Lessee's responsibility to see that the smoke alarm continues to be in working condition. If Lessee needs a fresh battery, it is Lessee's responsibility to notify the Lessor promptly and a new one will be installed.

By signing below, Lessee has read the above recommendations and understands thoroughly that Lessee should obtain "APARTMENT DWELLER'S INSURANCE" (Renter's Insurance) and Lessee is responsible for the operation of the smoke alarm during occupancy.

LESSEE

LESSOR

SECURITY DEPOSIT AGREEMENT

Date: _____

RECEIVED OF _____ Dollars

(\$ _____) as Deposit for _____

RELEASE OF THE DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

- A. Full term of lease has expired.
- B. Thirty (30) day written notice via United States Postal Service Certified Mail as per Article II of the Lease prior to move-out, has been given to Lessor. This notice must be given prior to the first day of the month, thirty (30) days in advance of Lessee’s lease expiration, or, if Lessee is residing on a month-to-month basis, the same details of notice is required. All occupancy is from the first day of the month to the last day of the month.
- C. No damage to property beyond normal wear and tear.
- D. Leave the apartment as clean as when you moved in.
- E. No stickers, holes, screws, and/or fastening devices of any nature or description driven into or attached to the doors or frames.
- F. No damage to wood or resilient flooring caused by furniture. No holes, burns, or stains in carpet.
- G. All rents, late charges, NSF (non-sufficient funds) charges, maintenance charges, and legal charges must be paid in full.
- H. All keys returned to Lessor’s office prior to midnight on the last day of the rental period. If all keys are not returned, including the mailbox keys, a locksmith fee of \$100 will be deducted from the deposit.
- I. All debris and rubbish discarded from apartment and storage lockers and placed in proper rubbish containers.
- J. Forwarding address left with Lessor.

Deducted from the damage deposit will be a cleaning and redecorating fee of _____ for professional departure cleaning at the end of the term of the lease agreement. Lessee is still required to clean the apartment/house, remove all belongings and turn in your keys.

The cost of labor and materials for cleaning, repairs, replacements, and delinquent payments will be deducted from the Deposit. The Deposit will be refunded by check, mailed to the forwarding address within thirty (30) days, and made payable to all persons signing the Lease. Refunds cannot be picked up at the office.

Lessee agrees that the Security Deposit may not be applied as rent, and that the full monthly rent will be paid on or before the first day of every month including the last month of occupancy. Lessee agrees that the deposit will be forfeited if the conditions of this lease agreement are not met in their entirety.

Lessor agrees that, subject to the conditions listed above, this Security Deposit will be returned, minus the _____ cleaning and redecorating fee.

Utility Company Phone #'s

It is your responsibility to have all utilities changed into your name the same day you take possession of your apartment. Keep in mind, it can take them a few days to set your appointment so call them immediately upon signing this lease.

Gas	800-834-2070	Mountaineer Gas
Electric	800-672-2231	American Electric Power
Water	800-685-8660	West Virginia American Water Company
Sewer	304-696-5564	Huntington Sanitary Board
Cable	888-266-2278	Comcast Cable

Apt. # _____

Address _____

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RESIDENTIAL LEASE GUARANTY

The undersigned GUARANTOR guarantees to Lessor the strict performance of and observance by Lessee of all the agreements, provisions and rules of the lease agreement dated _____ between _____, Lessor and _____, Lessee for the apartment located at _____.

GUARANTOR agrees to waive all notices when Lessee is not paying rent or not observing and complying with all of the provisions of the attached lease. GUARANTOR agrees to be equally liable with Lessee so that Lessor may sue GUARANTOR directly without first suing Lessee. The GUARANTOR further agrees that his guaranty shall remain in full effect even if the lease is renewed, changed or extended in any way and even if Lessor has to make a claim against GUARANTOR.

GUARANTOR #1 Signature

Date

Home Address

Phone Number

Social Security #

GUARANTOR #2 Signature

Date

Home Address

Phone Number

Social Security #