

**Lease Agreement for
3398 University Avenue and 440 Kensington, Unit __
Morgantown, West Virginia 26505**

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") made and entered into this __ day of _____, _____, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter whether one or more, collectively referred to as "Tenant").

WITNESSETH, that the parties hereto do hereby mutually covenant and agree as follows:

1. **PREMISES:** Landlord shall lease to Tenant, and Tenant shall lease from Landlord, premises situated at 3398 University Avenue or 440 Kensington Venue Unit __ Morgantown, West Virginia 26505, Monongalia County, West Virginia, together with all improvements therein and all rights related there to (the "Premises").

2. **TERM:** This Lease shall remain in force, not including any holding over period after the expiration of this Lease, for a _____ () month period beginning on _____, and terminate at twelve o'clock midnight on _____. This Lease may also terminate sooner according to the provisions contained herein.

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3. **RENTAL:** Tenant shall pay to Landlord a total rent during the term of this Lease of _____ (\$ _____ .00). rent for the Premises shall be payable in monthly installments of _____ (\$ _____ .00), to be paid on or before the _____ day of each month, with the first such monthly payment to be due and payable on or before _____ and thereafter on or before the _____ day of each and every month thereafter during the term of this Lease. All such payments shall be made to Landlord at _____ on or before the due date and without demand. The individual Tenants, as applicable, signing this Agreement are jointly and severally liable for the rental payment and all other covenants and conditions provided herein

4. **SECURITY DEPOSIT:** Tenant shall, upon execution of this Lease, pay to Landlord a security deposit in the amount of _____

_____ (\$_____.00), which security deposit shall be returned to Tenant upon expiration of this Lease, provided, however, that:

- a. Landlord may apply all or part of the security deposit to any unpaid utility bills or fees owed by Tenant under the provisions of this Lease; and
- b. Tenant may apply all or part of the security deposit to pay the cost of any damages to the Premises during the term of the Lease, normal wear and tear excepted.

Within thirty (30) days after the termination of the Lease, Landlord shall pay to Tenant any sum of money held by Landlord as a security deposit less those matters paid under the provisions of Sections (a) and (b) as set forth above in this Section.

5. **LATE CHARGES:** If Tenant fails to pay any installment of rent or any other amount within five days of the date the same is due, Tenant shall pay Landlord a late payment charge equal to \$25.00 plus \$5.00 per day for each additional day on which payment is not received.
6. **USE:** The Premises shall not be used and occupied by Tenant and Tenant's immediate family, consisting of _____, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Lease by Tenant 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 dwelling. Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than five (5) nights in any calendar month. Tenant shall comply with any and all deed covenants and restrictions and any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Tenant shall not use the Premises for any disorderly, illegal or immoral purposes nor commit any waste therein or thereon or permit any nuisance in or about the Premises which will increase the rate of fire or other insurance or jeopardize coverage of the same. Tenant shall not permit any undue noise or other behavior to disturb peace of other tenants. Tenant shall not cause or permit any lien or encumbrance to be placed on the Premises.
7. **IMPROVEMENTS AND ALTERATIONS:** It is understood and agreed that Tenant accepts the Premises in the same physical condition as the Premises is found on the date of the commencement of the term of this Lease, except as otherwise expressly agreed by the parties. Tenant shall not paint or deface the Premises, or make any alterations, additions or improvements without on each occasion obtaining the prior written consent of Landlord. Unless otherwise agreed in writing, all alterations, additions and improvements shall become the property of Landlord and shall remain on the Premises at the expiration or termination of this Lease;

provided, however, that Landlord, at its option, may require Tenant to remove any such alterations, additions or improvements and restore the Premises to its former condition.

8. **MAINTANCE & REPAIR:** Tenant shall keep the Premises in a clean and sanitary condition and in as good order and repair as they were at the commencement of this Lease, ordinary wear and tear expected. Tenant shall keep all plumbing fixtures in the dwelling clean, sanitary, and in repair. Tenant shall use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances. Without limiting the foregoing general and overriding obligation to use all fixtures, appliances and facilities in a reasonable manner and to keep all of the Premises in good order and repair by reason of said enumeration, Tenant shall:

- a. Replace the furnace/air conditioner air filter at least every sixty (60) days;
- b. Keep the thermostat at a minimum of sixty (60) degrees Fahrenheit and use the heater during the winter months to prevent frozen and/or burst water pipes; and
- c. Refrain from pouring grease, pasta, and other inappropriate items into sinks, drains, and/or the garbage disposal.

Tenant will pay for all damage to the Premises and Tenant shall be responsible for all repairs to the Premises during the term of this Lease. Tenant agrees to maintain and repair the Premises in compliance with all laws, ordinances and regulations applicable to them.

9. **PETS:** Tenant shall not keep any animals or pets of any kind in or about the Premises, except as provided below:

- a. The Tenant, whether one or more, may collectively house one (1) cat on the Premises (only one (1) cat is permitted on the Premises);
- b. For the privilege of housing one (1) cat on the Premises, Tenant shall, upon execution of this Lease, pay to Landlord a non-refundable pet deposit in the amount of FIVE HUNDRED DOLLARS (\$500.00) ("Pet Deposit"); and
- c. Upon payment of the Pet Deposit, one (1) cat shall be permitted on the Premises.

10. **UTILITIES:** Tenant agrees to acquire any and all utilities in Tenant's name and to promptly pay all bills and charges for water service, sewer service, heat,

telephone, and electric current used or consumed within the Premises, and to pay for garbage fees and rubbish disposal from the Premises and to pay any and all other utility fees, services and bills incurred in the use of the Premises. Landlord shall not be responsible for the payment of any taxes (other than real property tax assessments), license fees, fire protection fees, ambulance authority fees or any other charges imposed against Tenant or by reason of Tenant's occupancy and use of the Premises, any such expenses to be paid by Tenant. Landlord shall not be liable for the interruption or failure of any utility or service if due to any cause beyond Landlord's control.

11. **FURNITURE:** Landlord and Tenant agree that the Premises shall be delivered to Tenant in an unfurnished condition and that Tenant shall be responsible for acquiring suitable furniture to occupy the Premises in a manner not inconsistent with the terms of this Lease.
12. **SUB-LETTING:** Tenant shall not have the right to assign or sublease the Premises, in whole or in part, without first obtaining written consent of Landlord. In the event of any assignment or sublease of the Premises, Tenant shall remain liable to Landlord for the payment of rent and the performance of all obligations of the Tenant hereunder, unless otherwise provided in writing.
13. **ENTRY AND INSPECTION:** Tenant shall permit Landlord to enter the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the Premises and making repairs if such repairs become necessary or for showing the same to prospective tenants or purchasers and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within sixty (60) days before the expiration of this Lease.
14. **INSURANCE AND INDEMNIFICATION:** Tenant shall obtain insurance coverage naming Landlord as an additional insured for any and all personal property and fixtures of Tenant located on the Premises, and Landlord is specifically released by Tenant from any claims for damages to Tenant's property located on the Premises for damages incurred by Tenant for any reason whatsoever. Further, Tenant shall provide Landlord with written evidence of said insurance coverage. Landlord shall not be liable for any damage or injury to Tenant or any other person or invitee on the Premises or for damages to any property located on the Premises, and Tenant agrees to indemnify Landlord and to hold Landlord harmless from any claims for any such damages or injuries occurring within the Premises.
15. **DEFAULT:** Any failure by Tenant to pay rent within 10 days of its due date, or abandonment of the Premises by Tenant, or any failure to perform or any violation of any term hereof shall, at the option of the Landlord, terminate all rights of Tenant

hereunder, but shall not relieve Tenant of the obligation to pay the rent for the entire _____ () month term of this Lease, or any extensions thereof exercised. Should Tenant default under the terms of this Lease, the Landlord shall have the right to possession of the Premises 30 days after mailing to Tenant, by Certified Mail, Return Receipt Requested, a notice to terminate Tenant's tenancy. All property of Tenant located on the Premises is hereby subject to a lien in favor of the Landlord for payment of all sums due hereunder to the maximum extent allowed by the law. Recovery of the Premises by the Landlord upon the default of Tenant shall not relieve Tenant of any obligations hereunder and the Landlord may re-let the Premises to another Tenant upon such terms and conditions as Landlord deems proper and recover from Tenant any sums due hereunder less any consideration received from other tenants for the use of the Premises for the remaining term of this Lease. Tenant agrees to pay all costs and expenses incurred by Landlord by reason of Tenant's default including, without limitation, loss of rents, attorney's fees, costs of regaining possession and re-renting the Premises, storage fees and repairing and cleaning costs.

16. **WAIVER:** The failure of Landlord to strictly enforce any term hereof shall not be deemed a waiver, nor shall any acceptance of partial payment of rent and deemed a waiver of owner's right to the full amount of rent due under the terms of this Lease.
17. **HOLDING OVER:** Any holding over after the expiration of the term of this Lease with the consent of the Landlord shall be construed as a month-to-month tenancy in accordance with the terms hereof as applicable. Once said holding over has begun, either party to the Lease may terminate this Lease by serving upon the other party, in writing, notice of said termination at least 30 days prior to the effective date of termination. Any increase in rent or change in the terms of this Lease to be made by Landlord during the month-to-month tenancy created by said holding over shall be subject to the same one rental period 30-days' notice.
18. **TIME:** Time is of the essence for the performance of the obligations contained in this Lease.
19. **HAZARDOUS MATERIALS:** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
20. **DAMAGE TO PREMISES:** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental

provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

21. **SUBORDINATION OF LEASE:** This Lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances nor or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
22. **SURRENDER OF PREMISES:** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear thereof and damages by the elements excepted.
23. **QUIET ENJOYMENT:** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
24. **INDEMNIFICATION:** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
25. **GOVERNING LAW:** This Agreement shall be governed, constructed and interpreted by, through and under the Laws of the State of West Virginia.
26. **SEVERABILITY:** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the

remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

- 27. **BINDING EFFECT:** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties thereto.
- 28. **DESCRIPTIVE HEADINGS:** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 29. **CONSTRUCTION:** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 30. **MODIFICATION:** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 31. **NOTICE:** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

If to Tenant to:

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

- 32. **PARKING:** Tenant acknowledges and agrees that Tenant is entitled to the use of two (2) parking spaces. Tenant further agrees to display a sticker or decal on

Tenant's automobile(s) evidencing Tenant's right to use the parking spaces reserved for Tenant.

- 33. **RENEWAL:** If Tenant desires to renew this Lease at the end of any leased term, Tenant shall so notify Landlord in writing at least sixty (60) days prior to the expiration of such Lease term, and Landlord may negotiate an extension of this term.
- 34. **SMOKING:** Tenant and Tenant's guests and invites shall not be permitted to smoke in the Premises.
- 35. **GRILLS:** Tenant shall not store or operate any cooking, smoking or grilling apparatus on the deck attached to the Premises.
- 36. **NO TRANSFER CLAUSE:** Landlord issues no Transfer Clause in this Lease. Therefore, transfer or loss of employment or withdrawal from school will not constitute sufficient justification for not completing the term of this Lease. Furthermore, if the terms of this Lease are not completed, Tenant agrees to forfeit the Security Deposit and accepts liability for monthly rent payments until a suitable tenant has been found to lease the Premises.
- 37. **LOCK-OUT FEE:** In the event Tenant becomes locked out of the Premises and calls on Landlord to unlock the Premises, Tenant shall pay Landlord a fee of Twenty-Five Dollars (\$25.00) for every such occurrence. Tenant acknowledges and agrees that Landlord will only provide this service at reasonable times, which shall be determined in Landlord's sole and absolute discretion.

WITNESS the following signatures and seals:

TENANT:

LANDLORD:

Cleaning Requirements:

As you vacate the Premises, the following are required:

1. Clean over and range,
2. Defrost and clean refrigerator.
3. Clean behind refrigerator.
4. Sweep and hose out garages.
5. Wipe out all shelves and drawers in kitchen cabinets and bathroom vanities.
6. Wash all windows.
7. Professionally clean all carpets after your furniture has been removed from the apartment.
8. Wash baseboards, trim and doors.
9. Wipe off cabinets, countertops and sinks.
10. Wipe off all blinds and windows,
11. Clean bathtub, shower doors and commode.
12. Clean out all storage areas and remove all rubbish from storage areas and Premises.

TENANT:

