

Lease for _____ Apt. #: _____, Morgantown, WV 26505
Victoria E. Kisner 4014 Morningside Way, Morgantown, WV 26505 (304)241-4607 (H)
304-282-0136 (C)

- 1.) This lease made this _____ day of _____, _____, by and between Victoria E. Kisner LESSOR, and the individual/s who have signed this lease, LESSEE. The LESSEE/s is/are jointly and severally responsible for all portions of this lease including, but not limited to all financial, legal and unit/property damage matters.
- 2.) TERM of LEASE: LESSOR hereby leases to the LESSEE from 12 noon May 20, 2015 until 12 noon May 15, 2016, the unit stated above, a term of (twelve) 12 consecutive months.
- 3.) The total monthly lease rate (per person) is \$ _____ or a total monthly lease rate of \$ _____. All lease payments are due and payable to the LESSOR by the 4th of each month. Late fees of \$5.00 per person per day are applicable for those persons paying after the 4th of each month. If late charges are not paid when due, they will be deducted from deposits. A \$30.00 per check fee will be charged for any check returned for any reason.
- 4.) Lease payments are to be mailed to the address above or placed in the LESSOR'S mailbox on Beverly Ave. The LESSEE does hereby covenant with the LESSOR that the LESSEE will, during the said term of the lease, pay the lease payments at the time and in the manner specified in this lease. Liability for total lease payments is joint and several.
- 5.) The last months lease rate of \$ _____, will be pro-rated over the first three (3) months of the lease. \$ _____ is due on or before May 4, 2015, \$ _____ is due on or before June 4, 2015 and \$ _____ is due on or before July 4, 2015. By paying the entire last months lease rate in advance, no lease payment will be due on April 4, 2016.
- 6.) A joint and several DEPOSIT of \$ _____ is required at the signing of the lease. The lease will not be in effect until the DEPOSIT is paid in full. The DEPOSIT is for payment of any financial obligations to the LESSOR by the LESSEE. The DEPOSIT will be mailed to the LESSEE by the LESSOR, in part or in full, within sixty (60) days of the expiration of the lease, less any damage done to the unit/property, the amount of cleaning which is required and any other financial obligations due to the LESSOR. Make certain to give the LESSOR your correct forwarding address.
- 7.) LESSEE shall pay the following utilities which are marked LESSEE. The utilities which the LESSEE is responsible for paying must be transferred to the Lessee's name on or before 12 noon May 16, 2015 and cannot be turned off before 12 noon May 15, 2016. Electric: _____ Gas: _____ Water/Sewer: _____ Garbage: _____
- 8.) Any exceptions to this lease or work to be performed by LESSOR must be written by the LESSOR in this section:

- 9.) Parking spaces are rented on a “first come first serve” basis. The inside garage rents for \$300.00 per semester and the outside spaces rent for \$460.00 per year. Permits will not be issued until parking is paid. Parking on LESSOR run property is a privilege and not a right. Parking privileges can be revoked by the LESSOR at any time for any reason. Parking is for LESSEE only. The LESSEE’s parking permit must be hung from the rear view mirror of the LESSEE’s vehicle any time the LESSEE’s vehicle is parked on LESSOR run property. The parking areas are not swept, salted, plowed or patrolled by the LESSOR. LESSOR accepts no liability for any safety to persons or damage to vehicles in parking areas. By accepting a parking permit and/or using the LESSOR run parking areas, LESSEE accepts full liability & responsibility for any incidents, accidents or Acts of God which occur in the parking areas and holds the Lessor and property owner harmless for any liability and damages concerning any incidents, accidents or Acts of God.
- 10.) The rental unit is to be used by the LESSEE as a residence and not to be occupied by any other individuals than the individuals who signed the lease. Additional persons may occupy the rental unit only with the prior written consent of the LESSOR and an extra charge may be required. Said persons must also be bound by the terms and conditions of this lease. The LESSEE shall not sublet the said premises or any part thereof without the prior written consent of the LESSOR.
- 11.) All needed repairs must be called into the LESSOR at (304)241-4607 immediately. If a repair is needed and not called into the LESSOR immediately by the LESSEE and the repair causes damage to the rental unit, other rental units or increase the costs to the LESSOR such as in, but not limited to, leaking toilets (water bill), the LESSEE will be responsible for paying for the charges. The LESSOR will make all arrangements for work to be done. Maintenance is scheduled on a priority basis. If a maintenance problem is called in and somehow “fixes itself” by the time maintenance arrives, there will be a \$45.00 service charge charged to the apartment. Buy a plunger!!
- 12.) The LESSOR, in person or by agent, shall at all reasonable times have the right to enter and view condition of the premises, to show the same to prospective purchasers and renters, to ensure compliance with all the provisions and conditions of this lease and/or to make necessary repairs, alterations, or additions deemed necessary by the LESSOR for the preservation/upkeep of the unit or building. LESSEE is responsible for keeping premises, landings, steps, porches, lawns, driveways and parking areas clean and presentable at all times.
- 13.) The LESSEE will not paint, wallpaper, or alter the unit or any part thereof without the prior written consent of the LESSOR. The LESSEE will not use any roof for any reason or allow any person to be on any roof of the rental unit. No major appliances (dishwasher, AC units, etc.) can be installed in the rental unit without the prior written consent of the LESSOR. We do not want people or property hurt by incorrect installation. Due to insurance regulations, no grills of any kind are allowed on porches or decks.

- 14.) The LESSEE will not permit in the unit or on the unit premises loud parties or activities which will in any manner disturb, annoy, or cause discomfort to other residents. The LESSEE will be responsible for the conduct of friends/guests and any damage done by them. No unlawful business of any kind or character shall be done, carried on or permitted on said premises. Violence of any type is prohibited. Keg parties are prohibited. If kegs are discovered on the property they will be removed by the lessor-----empty or full!! The same applies to beer pong tables! It is a liability to have a crowd of people on outside decks. It is also dangerous to your own safety!! If it is observed by the Lessor (or any other witnesses) that there are more than ten (10) persons on any deck at one time, the Lessees' entire deposit will be forfeited!!!
- 15.) The LESSOR will not be responsible for failures to water supply, electricity, gas, telephone or cable etc., beyond his control. LESSEE will not be entitled to any rent/damage refund for any interruptions of such service.
- 16.) The LESSOR accepts no responsibility and the LESSEE holds the LESSOR/owner harmless for liability related to the loss, damage, or theft of any of the LESSEE's personal property.
- 17.) The LESSOR assumes no responsibility for personal items left in the unit or on the premises after the end of the lease. If the LESSOR must bag and store LESSEE owned personal items, the charge will be \$5.00 per 13 gallon garbage bag per day and \$20.00 per day per item larger than a 13 gallon garbage bag.
- 18.) Normal business hours are from 9 am until 5 pm Monday through Friday. Holidays are exceptions.
- 19.) No PET/s may be kept, watched or visit in/on the premises without a PET WAIVER FORM being signed by all LESSEE's of the unit. A non refundable pet deposit of \$350.00 is required plus \$25.00 per month fee. A \$25.00 per day charge is applicable for any pet kept in/on the premises without a PET WAIVER FORM being signed by all LESSEE's of the unit. If the LESSOR finds an unregistered pet, the pet must be removed right then and a \$150.00 penalty charge will apply.
- 20.) Snow, ice, and proper trash removal/disposal are the responsibility of the LESSEE. All garbage must be stored and disposed of pursuant to City Code.
- 21.) The unit which you have leased will be cleaned after the prior LESSEE's move out. It is impossible for the LESSOR to know which units are clean and which need to be cleaned in one day. If the unit that you have leased needs to be cleaned, it will be cleaned by June 1st. The LESSOR will try to expedite cleaning on a priority basis. If you are only going to move in your belongings and then leave town for a while, please let the LESSOR know so the units which will be occupied immediately can be cleaned first. If a unit is not lived in for any amount of time, dust will gather and without air circulation a musty smell will be evident. This does not mean that the unit was not cleaned in May.
- 22.) If entry to the unit or keys to the unit are required after business hours, a service charge will apply.
- 23.) Space heaters of any type are not allowed in the rental unit.
- 24.) Upon the expiration of the lease and the departure of the LESSEE, the LESSOR will inspect the unit for damages and cleaning. The LESSEE will forfeit the entire deposit if the unit is not vacated by noon on the expiration date. Should any damages need repaired, the LESSOR will hire someone to repair them. Should, in the opinion

of the LESSOR, the unit need cleaned, the LESSOR will hire someone to clean the unit. The LESSEE is responsible for having the carpets in the unit cleaned by a professional carpet cleaner prior to moving out. Should in the opinion of the LESSOR the carpets need to be cleaned or spot cleaned, the LESSOR will hire someone to clean the carpets. The LESSEE will be responsible for paying all of these charges.

- 25.) LESSEE will not remove any LESSOR owned equipment, appliances or furniture from the unit. LESSEE assumes total responsibility for any damage or loss caused by their guests acts or neglect to any LESSOR owned equipment, appliances, furniture or property. Any broken retaining shelves on refrigerator/freezer doors will constitute a \$30.00 per shelf charge. Kicking in or shoving your fist through doors and/or walls is property damage!!!! If your doors need replaced due to this, the charge will be \$250.00 per door!!! If your walls need repaired, the charge will be \$75.00 per hole!!!
- 26.) Maintenance/cleanliness inspections will be done by the LESSOR or agents the third week of each month between the hours of 9 am and 5 pm.
- 27.) The LESSEE must maintain the heat in the unit at a minimum of 60 degrees from October 1st through April 15th. LESSEE is responsible for any and all damage caused by frozen pipes to their unit and any other unit should there be water damage in another unit which was caused by the LESSEE's frozen pipes.
- 28.) The entry locks on your unit will be changed prior to your move in. Only LESSEE's of your unit will be given keys. Your key will not work until all LESSEE's for your unit have paid the first months lease payment. Keys must be turned in at the end of the lease. If you loose your key or do not return your key at the end of the lease, a key charge of \$15.00 will apply. Also, there will be a charge of \$25.00 for replacement of any mailbox keys.
- 29.) ROOMMATES: Should a roommate for your unit not move in or move out, the total lease amount is still owed to the LESSOR. If that roommate does not pay, the remaining roommates will be responsible for payment of the lease amount in total.
- 30.) SCREEN DOORS/STORM DOORS: The LESSOR does not provide these unless already installed.
- 31.) SIGNAGE: Any signage hung or attached to LESSOR property must be approved by LESSOR in advance. LESSOR reserves the right to place signage of his/her choice on the building or property at any time.
- 32.) SMOKE DETECTORS: By Law, smoke detector/s have been placed on each floor of the rental unit. The LESSEE is responsible for maintaining the smoke detector/s and can be fined up to \$500 per smoke detector if the smoke detector is rendered inoperable. Some smoke detectors are battery operated and some are hard-wired. If your smoke detector "CHIRPS", it means that the battery is low and you need to replace it. All units are also equipped with carbon monoxide detectors. These things are for your own safety!! Do not render them inoperable or toss them in the corner!!! You will be charged for any missing equipment at the end of your lease term.
- 33.) The LESSOR will not be responsible for any sewer or drain clogs that are caused by the LESSEE. In the instance that sewer or drain clogs is the house or LESSOR's fault, the LESSOR will be responsible.

- 34.) UNIT SHOWINGS: LESSEE's unit will be placed on the rental market beginning in November. If you wish to lease your unit for another year, you must inform the LESSOR by early November and sign a lease before Christmas break. LESSEE agrees to keep the unit clean and respectable at all times. Sometimes, the LESSOR will be unable to notify the LESSEE in advance of showings due to changing demands in the marketplace, but will knock and make themselves known before entering the unit. Normal hours for unit showings are between 11 am and 8 pm.
- 35.) WINDOW SCREENS, BLINDS and DRAPES: LESSOR does not furnish any of these items.
- 36.) If LESSEE's unit is leased to you with any or all utilities included, it is up to the LESSEE to conserve utilities as if you were paying for them. LESSEE will not leave appliances, stereos, TV's, etc. on when not in the unit. If LESSEE has a leaking faucet, shower or toilet-they agree to report it as soon as they find it-not 24 hours later. If LESSEE does not conserve utilities or does not report water leaks, it is agreed that the LESSEE will be charged a fee to be determined by the LESSOR and paid by the LESSEE. There is a \$50.00 per month per air conditioner charge for any air conditioners installed by the LESSEE. LESSEE must obtain permission from the LESSOR prior to installing appliance when the LESSOR will be paying for the utility being consumed.
- 37.) WASHERS/DRYERS/DISPOSALS/DISHWASHERS: If LESSEE's unit is equipped with any LESSOR owned appliances as mentioned, LESSEE is responsible for maintaining these appliances in good working condition. If the LESSEE cause one of these appliances to malfunction or be rendered inoperable, LESSEE will be responsible for paying to have the appliances fixed or replaced depending on the damage.
- 38.) WATER PROBLEMS: Water can do major damage in a short period of time. LESSEE agrees to report any water problems to LESSOR immediately. A toilet that runs constantly or leaks can increase a water bill by \$100.00 or more in just a few days. The LESSOR will fix leaking/running toilets at no cost to you, if there has been only normal wear and tear on the toilet.
- 39.) **DESTRUCTION OF LESSOR'S PROPERTY WILL NOT BE TOLLERATED!!!**
- 40.) It is agreed that if a Morgantown building/housing/fire code official closes this unit, during the lease, due to living conditions, damage or other reasons caused or created by the LESSEE/s and or their guests, the moment the condemnation signs are placed on the unit, the entire remaining unpaid lease amount will become payable to the LESSOR by the LESSEE's. Damage costs will be due and payable when they are established by the LESSOR. LESSEE agrees to pay damage costs in full within 15 days of receipt of the damage statement.

LESSEE/s has/have viewed the rental unit for this lease and have deemed it to be fit and habitable. Venue for any litigation shall be in Monongalia County, West Virginia. No modification of this lease shall be made except in writing signed by all parties signing this lease. LESSEE/s has/have read this lease and agree to all terms, conditions, provisions and covenants stated above.

	<u>LESSEE #1</u>	<u>DATE</u>	<u>LESSEE #2</u>	<u>DATE</u>
Print Name:			Print Name:	
Home Add.:			Home Add.:	
Home Phone:			Home Phone:	
Cell Phone:			Cell Phone:	

	<u>LESSEE#3</u>	<u>DATE</u>	<u>LESSEE#4</u>	<u>DATE</u>
Print Name:			PrintName:	
Home Add.:			Home Add.:	
Home Phone:			Home Phone:	
Cell Phone:			Cell Phone:	

LESSOR SIGNATURE/DATE