

Craig and Jean Ann Johnson, Post Office Box 241, Ona, West Virginia 25545  
(304) 733-4172

Lease Agreement

RESIDENT (S): \_\_\_\_\_

Management agrees to lease to above resident(s) the following residential property (the Premises) on the terms and conditions set forth in this Rental Agreement:

\_\_\_\_\_

Apartment: The Resident(s) agree to rent from the Owner(s) the premises location at the above address and the apartment includes the following amenities and upgrades:

Refrigerator, stove, carpet, \_\_\_\_\_

LEASE: This tenancy shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_.

1. **RENT** The rent is \$\_\_\_\_\_ per month, payable in advance on the 1st day of each calendar month. Resident to pay rent to the landlord at Post Office Box 241, Ona, WV 25545 or at such other place as the landlord may from time to time designate. Make check or money order payable to Jean Ann Johnson.
2. **BAD CHECKS** Residents shall pay a \$20.00 charge for handling of each check returned by the resident's bank for "insufficient funds." Any dishonored check shall be treated as unpaid rent. It is hereby mutually agreed that if the resident's bank returns two checks for whatever reason, thereafter residents shall pay all rent in the form of cash, cashier's check or money order. Any rent not received by the fifth day after it is due shall be paid only in the form of cash, cashier's check or money order.
3. **SECURITY DEPOSIT** Under no circumstances shall the security deposit be used as the last month's rent. Residents agree to pay a refundable security deposit of \$\_\_\_\_\_ before occupying the premises. Said deposit shall be refunded within 30 days after residents completely vacate the premises provided:
  - A. A WRITTEN 30-day notice is given on the 1st day of the month when the last month's rent is paid. Verbal notices do not satisfy the conditions of this lease. Notices are not to be given at any other time of the month.
  - B. No damage, other than normal wear and tear, has been done to the premises or other personal property.
  - C. Premises are left clean. Landlord may deduct a portion of deposit to pay for certain cleaning, including carpet if premises are not left clean.
  - D. All utilities that are the resident's responsibility have been paid for in full, and utilities have been properly notified of the residents' departure.
  - E. All keys have been returned to the landlord.
  - F. A forwarding address is given to the landlord.

G. All other conditions and terms of this agreement have been satisfactorily fulfilled.

The landlord may use all or a portion of this security deposit as may be reasonably necessary to:

- A. remedy residents' defaults in payment of rent;
- B. cost of application credit check;
- C. clean premises if left uncleaned by residents;
- D. repair damages caused by residents to premises;
- E. repair damages caused by authorized or unauthorized pets; and
- F. Remove all items left by resident. All items left in apartment are considered abandoned.

4. **LATE RENT** It is hereby agreed that if the rent is not paid by the 3rd day of the month it is due; residents shall pay a late rent of \$5.00 per day for each day from the 1st of the month until the rent is paid.

5. **INSPECTION** Prior to taking occupancy, residents agree to inspect the premises and any personal property therein.

6. **ACCESS** Residents shall allow the landlord access to the premises at reasonable times and upon reasonable notice for the purposes of inspection, making necessary repairs or showing the premises to prospective residents or purchasers. Six hours prior to entering the premise shall be considered reasonable notice. If unable to talk directly to the resident, a message left on the resident's answering service, either home phone or cell phone will be considered appropriate notice. Landlord can enter the premise without prior notice if the landlord deems the situation an emergency.

7. **NOTICE** If rent is not paid by the due date, landlord may serve resident with a 3-day notice to pay rent. If landlord agrees to accept payment of rent in full and late rent after service notice, tenants shall in addition be subject to a \$60.00 fee for preparing and serving the notice.

8. **OCCUPANCY** No more than \_\_\_\_\_ occupant(s) shall occupy the premises, and only the following listed residents:

\_\_\_\_\_  
If anyone stays in this apartment for more than 3 days a month other than the occupants listed above, the following month and all months remaining in this lease rent will be increased to \_\_\_\_\_.

9. **VEHICLES** Must be parked in designated parking areas. Vehicles may not be repaired on the premises. Inoperable vehicles shall not be stored on the premises. Resident may park no more than 1 vehicle(s) on the premises at any one time. Unauthorized vehicles will be towed at vehicle owner's expense. Authorized vehicles include (color, make, model and plate number):

\_\_\_\_\_.

Resident shall park no boat, trailer, or recreational vehicle on the premises without prior written approval of the landlord.

10. **DAMAGES AND REPAIRS** Residents agree to pay for all damages to the premises done by the resident or their invitees. Residents agree not to paint, paper, alter, redecorate or make repairs to the dwelling except as provided by law, without first obtaining the landlord's specific written permission. Landlord agrees to undertake as soon as possible any and all repairs necessary to make the premises habitable and to correct any defects that are hazardous to the health and safety of the occupants, upon notification by tenants of the problem. If the landlord cannot reasonably complete such repairs within three days, he (she) shall keep residents informed of the work progress.

All requests by residents for service and repairs, except in the case of an emergency, and are to be in the form of writing. Residents agree to keep the premises in good order and condition and to pay for any repairs caused by their negligence or misuse or that of their family or invitees.

It is mutually agreed that it is the residents' responsibility to repair certain items, such as windows broken or damaged subsequent to residents' occupancy, at residents' expense. If residents are unable or unwilling to repair broken or damaged windows within a reasonable period of time, landlord may make such repairs and charge residents. The cost of the repairs must not exceed the lowest bid by a competent workman.

As of occupancy, landlord warrants that all plumbing drainage is in good working condition. Residents thereafter agree to pay for removing all stoppages caused for any reason except for roots, defective plumbing, and backup from main lines or undefined causes as determined by the plumber who clears the line.

11. **USE** The premises are to be used only as a residence. No commercial use is allowed. The residents shall have the right to quiet enjoyment of the premises. The residents agree not to disturb, annoy, endanger or inconvenience neighbors nor use the premises for any immoral or unlawful purpose, nor violate any law ordinance not commit waste or nuisance upon or about the premises. No waterbed or portable washer/dryer may be used on the premises without the prior written consent of the landlord. No satellite dishes or antennas are to be attached to the building in any way.

12. **UTILITIES** Landlord shall pay for the following utilities: \_\_\_\_\_.

Residents shall be responsible for opening, closing and paying all costs for the following utilities: \_\_\_\_\_. Resident is responsible for placing their trash bags in the provided trash receptacle. Resident is responsible for using the provided utilities in a reasonable manner by turning them off when not in use for extended periods. If owner paid utilities are abnormally high, rent amount may be adjusted accordingly during the term of this lease.

13. **INSURANCE** The landlord shall obtain fire insurance to cover the premises. Residents are aware that landlord's insurance does not cover residents' personal property, and they are encouraged to secure residents' insurance policy.  
In the event of fire or casualty damage caused by residents, they shall be responsible for payment of rent and for repairs to correct the damage. If a portion of the premises should become uninhabitable due to fire or casualty damage due to no fault of the residents, they shall not be responsible for payment of rent for that portion. Should the entire premises be uninhabitable due to no fault of the residents, no rent shall be due until premises shall be made habitable again. The landlord shall reserve the right to determine whether premises or a portion thereof is uninhabitable.
14. **HAZARDOUS MATERIAL** Residents agree not to keep or use on the premises any materials, which an insurance company may deem hazardous, or to conduct any activity, which increases the rate of insurance for the landlord.
15. **NEGLIGENCE** Residents agree to hold the landlord harmless from claims of loss or damage to property and injury or death to persons caused by the negligence or intentional acts of the residents or their invitees.
16. **EMERGENCIES** In the event of an emergency involving the premises, such as a plumbing stoppage, the residents shall immediately call the landlord at 304-733-4172, or other phone numbers as the landlord may from time to time designate, and report problems.
17. **DELAY** If the landlord shall be unable to give possession of the premises on the day of the commencement of this agreement by reason of the holding over of any prior occupant of the premises or for any other reasons beyond the control of the landlord, then residents' obligations to pay the rent and other charges in this agreement shall not commence until possession of the premises is given or is available to residents. Residents agree to accept such abatement rent as liquidated damages in full satisfaction of the failure of landlord to give possession of said premises on agreed date and further agree that landlord shall not be held liable for any damages residents may suffer as a consequence of not receiving timely possession.
18. **SUBLETTING** Residents shall not sublet, assign or transfer all or part of the premises without the prior written consent of the landlord.
19. **RULES** Residents shall comply with all covenants, conditions and restrictions that apply to the premises.
20. **ATTORNEY'S FEES** If either party brings action to enforce any terms of this agreement or recover the possession of the premises, the prevailing party shall be entitled to recover from the other party his or her costs and attorney fees.
21. **RESPONSIBILITY TO PAY RENT** All undersigned residents are jointly and severally (together and separately) liable for all rents incurred during the term of this

agreement. (Every member is equally responsible for the payment of the rent.) Each resident who signs this agreement authorizes and agrees to be the agent of all other occupants of the premises and agrees to accept, on behalf of the other occupants, service of notices and summons relating to tenancy.

22. **SUBSTITUTION OF RESIDENTS** In the event one resident moves out and is substituted by another, the new resident shall fill out an application and residency shall be subject to the approval of the landlord. No portion of the security deposit will be refunded until the property is completely vacated.
23. **HOLD OVER** If after the date of termination of residency, residents are still in possession of premise, they will be considered hold over and agree to pay rental damages at the rate of 1/30<sup>th</sup> of their then current monthly rent per day of holdover.
24. **PETS** Resident and /or guests shall not maintain any pets upon the premises, without prior written consent of the Landlord. No animal, bird or fish of any kind will be kept on the premises, even temporarily, except properly trained dogs needed by blind, deaf or disabled persons and only under the following circumstance - If a pet is accepted, (not referring to trained dogs for assistance) payments of a higher monthly rent and additional deposits will be required. Please refer to **Pet addendum** if this is applicable. If any pet is brought into the apartment without permission for any length of time, a pet deposit of \$700.00 is due at that time. If the pet is over the size of the acceptable weight, it can not remain in the apartment. No animal is to be staked outside of the apartment or allowed to run free.
25. **OTHER CONDITIONS** Each provision herein containing words used in the singular shall include the plural where the context requires. If any item in this agreement is found to be contrary to federal, state or local law, it shall be considered null and void and shall not affect the validity of any other item in the agreement. The waiver of any breach of any of the terms and conditions of this lease shall not constitute a continuing waiver or a subsequent breach of any of the terms or conditions herein. The foregoing constitutes the entire agreement between the parties and may be nullified or changed only in writing and signed by both parties. Both parties have executed this lease in duplicate and hereby acknowledge receipt of a copy on the day and year first shown above. Time is the essence of this agreement.

RESIDENTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING:

Resident: \_\_\_\_\_

Resident: \_\_\_\_\_

Landlord: \_\_\_\_\_

Date: \_\_\_\_\_