

LEASE AGREEMENT

This **LEASE AGREEMENT**, made this _____ day of _____, _____ by and between:

LANDLORD:

TENANT(S) PRINT FULL NAMES:

Kelly Rental Management, LLC
100A Seventh Street
Morgantown, WV 26505 (304) 291-5100
Managing Agent for Owner:
 Seneca Commons, LLC

It is hereby **AGREED** by Landlord and Tenant(s) as follows:

(1) **PREMISES/TERM:** Landlord hereby agrees to lease the premises at a _____ bedroom _____ furnished apartment or house to the Tenant(s) for the term of 362 days (not 12 months). The lease shall begin at 12:00 noon on May 15, 2019 and expire at 09:00 AM on May 11, 2020.

(2) **SECURITY DEPOSIT & RENT PAYMENTS:** Tenant(s) shall pay to Landlord: A **SECURITY DEPOSIT** in total amount of \$_____.

- () \$_____ payable upon signing of this Lease _____
- () \$_____ being transferred from current Lease for _____
- () \$_____ being transferred from current Lease for _____
- () \$_____ being transferred from current Lease for _____

RENT as follows: \$_____ Total Rent Due on Lease in 12 Payments.

Payable monthly without billing \$_____ (\$_____ each Tenant)

All rent is due on the 1st of each month starting **May 1, 2019**.

The remaining 11 rental payments are due on the 1ST of each month with the **last** monthly payment due **April 1, 2020**. **Late Rent:** Any portion of the rent delivered to the Landlord's address after the 5th of the month is considered late. Tenant(s) must then pay a late fee of thirty dollars (\$30) for every fifteen-day period until full rent is received. (Rent received by the 20th=\$30 late fee; after 20th = \$60 late fee etc.) Late fees are to be paid by Tenant(s) with late rent. Tenant(s) will be charged \$30.00 for any checks returned unpaid by tenant's bank or ACH drafts returned as uncollectible.

(3) **UTILITIES AND TRASH:** In addition to the rent payments listed above, Tenant(s) agree to establish accounts, pay deposits as required and service charges on the following services marked: (See also G15 on page 6)

Tenant pays () Electric - **Mon Power** 1-800-686-0022

Tenant pays () Gas - **Dominion Hope** 1-800-688-4673

Tenant pays () Water, Sewer **Morgantown Utility Board** 304-292-8443
& Storm water

Tenant pays () TV Cable/Internet **Comcast** 800-266-2278

Tenant pays () Trash Fee \$_____ per tenant each lease period. Payable at the beginning of the Lease.

(4) **SECURITY DEPOSIT:** The security deposit (and any other deposits) rendered by the Tenant(s) shall be retained in the full amount by the Landlord without interest accrual until the lease ends. Rent, damage assessments and other charges during the lease term must be paid when due and cannot be offset against the security deposit held by the Landlord. Within thirty (30) days after the lease ends the Landlord agrees to inspect the apartment and provide Tenant(s) with a detailed list of charges made against the security deposit and refund any balance due. Charges will be applied to security deposit for all damages, painting and cleaning necessary to return dwelling to beginning of lease condition. Landlord may charge the Tenant(s) the following charges for services, damages and other work required to premises:

- A) Key replacement or unreturned key at end of lease \$10.
- B) Unlock or lock premises after keys have been provided \$25.
- C) Plunge toilet: During office hours, \$12; After office hours \$20.
- D) Remove garbage not placed in containers or dumpster-per item \$ 5.
- E) Cleaning charged by the hour to cover labor and materials to return the apartment to the condition it was at the beginning of the lease. per hour\$20.
- F) Carpet spot-cleaning charge by the hour, in addition to steam cleaning, to remove heavily soiled spots and to ready heavy traffic areas for steam cleaning. per hour\$20.
- G) Carpet Steam Cleaning Charges: 1 Bedroom \$60, 2 Bedroom \$80, 3 Bedroom \$120, 4 Bedroom \$160, Stairs \$30.
- H) Each burn or un-removable stain in carpet or vinyl- minimum \$80.
- I) Each burn or un-removable stain in upholstery - minimum \$30.
- J) Violation of no smoking policy=fine for each after 1st warning \$100.
- K) Violation of no candles/incense=fine for each after 1st warning \$100.
- L) Party control charge=fine for each after first warning \$100.

(5) **TENANT OCCUPANCY:** Tenant(s) agree to inspect the lease premises before occupancy on the forms provided by Landlord to establish that all cleaning was done on the checklist provided and to establish the condition of dwelling in respect to existing damages and furniture and fixture deficiencies. Tenant(s) are cautioned to note all damages and deficiencies in writing and return cleaning checklist and damage lists to Landlord within twenty four (24) hours of taking possession of dwelling. Tenant(s) must return dwelling in same condition as provided at beginning of lease (normal wear and tear expected). During occupancy Tenant(s) must notify Landlord immediately of any water leaks, electrical problems or other defective or dangerous conditions that may occur at the premises. Tenant(s) agree to report all pest sightings immediately. Tenants are responsible for any payment for pest control services as necessary due to tenant actions and/or negligence. Tenant(s) agree to occupy premises solely as a residence and no person other than those listed as Tenant(s) on this lease may occupy the dwelling. Tenant(s) agree to occupy premises in a quiet and peaceful manner so as not to disturb neighbors and other occupants. Tenant(s) agree to conduct no business on the premises without Landlord's permission. Tenants(s) agree that they will not themselves or knowingly allow any other persons to engage in any illegal activities on the premises. Tenant(s) agree to abide by and faithfully observe all written rules and regulations provided. Tenant(s) agree not to make any additions, improvements or alterations to premises including painting, wallpaper and borders, shelving, flooring and adding or changing locks without written permission of Landlord. Upon lease termination Tenant(s) agree to remove all personal property and garbage, vacate the premises and return all keys provided to the Landlord. Unless otherwise notified in writing, the Landlord assumes any property left by Tenant(s) after lease is terminated to be abandoned and may be disposed of accordingly 6)

(6) **SUB-LEASING AND ASSIGNMENTS:** Tenant(s) may not Sub-lease or Assign any right or obligation in this lease agreement without the written consent of the Landlord. If a (the) Tenant(s) has (have) a need to transfer their rights and obligations of this lease they shall remain responsible under all terms in the Lease until a replacement Tenant that has been approved by the Landlord (and the other remaining Tenant(s) can be found. Landlord and remaining Tenant(s) may not unreasonably withhold their approval of replacement Tenant(s). The approved replacement Tenant(s) may secure rights and obligations under this lease by effecting a Sub-lease or Assignment from the original Tenant(s). All Sub-leases and Assignments must obligate the replacement Tenant(s) to all terms found in this lease. Unless the Landlord agrees in writing to accept the Assignment (or agrees to enter into a new Lease) the original tenant shall remain responsible under all terms of this lease. Landlord will charge each Tenant making an Assignment an "acceptance fee" equal to the amount of the original Tenant's security deposit. After the fee is paid and the Assignment (or new lease) is signed by all parties the original Tenant shall have no remaining rights or obligations under this lease after the effective date of the Assignment (or new lease).

(7) **TENANT(S) LIABILITY:** Tenant(s) are **jointly and severally** liable under all terms of this lease and as such each Tenant is responsible for the entire rent and any charges made under the lease. If one or more Tenant(s) defaults or vacates the premise for any reason, the defaulting Tenant(s) will be primarily liable for their share of rent, charges and utilities until the end of lease term. However, if the defaulting Tenant(s) fails to pay rent or other charges all other Tenant(s) can be held liable. Tenant(s) are also liable for any damages or losses caused by any of their guests. Tenant(s) are responsible to carry proper renter's insurance to protect the loss of their personal property.

(8) **LANDLORD LIABILITY:** Landlord is not liable for damages or losses to Tenant(s), Tenant(s) family or guest's personal property from any causes whatsoever, unless the damages or loss is a result of the Landlord's negligence. Landlord is not liable for any personal injury to Tenant(s), Tenant's family, or guests caused by any person on the premises other than the Landlord, his agent or employee. Landlord is not liable for losses or damages that result from failure, interruption or malfunction of any public utility, appliances or fixtures provided to the Tenant(s). Landlord shall not be liable for extermination where the infestations are caused by tenant(s). Landlord shall not be liable to Tenant(s) for any damages or losses incurred as a result of a failure to deliver possession of the premises at the beginning of lease term if the cause of failure is due to any circumstance beyond his control. If Landlord is unable to deliver possession to Tenant(s) at beginning of the lease the Tenant(s) may terminate lease and receive refund of all deposits and any prepaid rent.

(9) **DEFAULT:** If the Tenant(s) default in the payment of rent or fails to comply with the agreements in this lease to include the Rules and Regulations as provided herein, the Landlord shall give the Tenant(s) a notice to cure the default within five (5) days. If the default is not cured within five (5) days after the notice is received the Landlord may:

- notify the Tenant(s) that the lease has been terminated and initiate legal action to secure possession of the premises. (Eviction)
- take legal action to secure unpaid rent, late fees and other charges. (Secure Judgment)
- if the default can be cured by repair the Landlord may do repairs and charge Tenant(s) the reasonable cost of repair.

- (10) **LANDLORD RIGHTS OF ENTRY/TENANT NOTICE:** Landlord may enter premises without notice:
- to make emergency repairs as needed to prevent damages to property or injury to persons.
 - to check heat during freezing weather in periods of Tenant(s) absence.
 - to deliver notices to Tenant(s).
 - to make repairs requested by Tenant(s).
 - to check apartment for suspected lease violations regarding pet violations or over occupancy.

Landlord will in all cases announce his presence and intent to enter before doing so. Landlord herein provides Tenant(s) with notice of intent to enter premises of student occupied dwellings approximately once every 30 days and during the scheduled school breaks at Thanksgiving, Christmas and Spring breaks to perform routine maintenance, safety checks and check of general condition. Landlord will provide a "general notice" to Tenant(s) twenty-four hours in advance of his first showing of premises to prospective Tenant(s) or buyers which will serve as notice for future entry for same purpose. Landlord otherwise agrees to provide Tenant(s) a minimum twenty four hour notice of intent to enter the premises. Landlord's notice may be made by any means reasonably expected to provide Tenant(s) with actual knowledge of intent. Tenant(s) notices to Landlord of significant importance must be made in writing and delivered to Landlord's office by mail or hand delivery.

(11) **WRITTEN LEASE AGREEMENT:** This lease and any signed attachments constitute the entire agreement between the parties and no other statements are binding. Any changes or additions to this lease must be in writing and signed by Landlord and Tenant(s). Tenant is also bound to abide by the policies outlined in the Apartment Manual. Landlord may provide Tenant(s) with additional written rules and regulations during the term of the lease as they become reasonably necessary. Landlord agrees to provide Tenant(s) with a copy of this signed lease. If additional copies are requested, the following charges will be applied: Digital Copy \$5, Hard Copy \$10.

(12) **LOSS OF PREMISES:** In the event the premises are destroyed or rendered unlivable by fire, storm or other casualty not caused by negligence of Tenant(s) or if leased premises are taken by eminent domain, this lease shall end at such time of occurrence. Tenant(s) are responsible under terms of lease to time of occurrence and Landlord shall reimburse any rent and deposits paid past that time.

(13) **WAIVER OF PROVISIONS/LEASE LEGALITY:** Should either the Landlord or Tenant(s) waive their rights to enforce any breach of this lease, that waiver shall be considered temporary and not a continuing waiver of any later breach. A waiver of a provision does not constitute a general waiver of any other lease terms and provisions. The acceptance of rent by the Landlord with knowledge of a Tenant's breach of a lease provision does not constitute a waiver of the terms or provisions of the lease agreement. Landlord and Tenant(s) agree that if any part of this lease is for any reason unenforceable, the validity of the remainder of this lease shall not be affected.

(14) **JURISDICTION:** Landlord and Tenant(s) agree that should any litigation occur it shall be in the Courts of Monongalia County, WV.

(15) **MILITARY SERVICE:** Tenant(s) who may be called to active duty status in the Reserves, National Guard, and other services do herein waive all rights provided tenants, renters or lessees under the Service Members Civil Relief Act of 2004.

Signature if applicable: _____

(16) **FURNISHED APARTMENTS:** Tenants agree not to add large furniture to fully furnished apartments. *If large furniture is added, tenant may be asked to remove it during showing time.* Landlord will not remove any of the furniture provided in the apartment (except mattresses that may exist). Landlord is phasing out the provision of mattresses, however if there is a mattress in your apartment it belongs to Kelly Rental. We require tenants to completely encase any mattresses in a synthetic covering. Tenants shall not store Landlord's furniture in basements.

(17) **SNOW AND ICE REMOVAL:** Tenants are responsible for all snow and ice removal on premises.

(18) **RULES AND REGULATIONS:**

A) Tenant(s) agree to **maintain apartment** in clean and sanitary condition. Tenant(s) are responsible for reporting any item needing repair or replacement to Landlord on a timely basis so as to prevent further damage to property. Tenant(s) must check operation of **smoke alarms** on regular basis and report non-functional alarms to Landlord. At no time are the smoke alarms to be disconnected or removed by Tenant(s).

B) Tenant(s) agree to occupy premises in "**quiet and peaceful**" manner.

- No loud or disturbing music or other noise - \$100 party control charge may apply;
- No large gatherings (**no more than 1 guest per tenant**);
- **No beer kegs** allowed on the premises - \$75 per violation.
- No beer game tables
- No indoor furniture on porches or balconies

C) Tenant(s) shall maintain **no pets** inside or outside of premises, whether yours or "just visiting". Landlord may charge Tenant(s) **\$100.00** for the first pet violation notice and further violations will carry same charge and may lead to Tenant(s) eviction for default of lease terms.

D) Tenant(s) are responsible for keeping all **toilet drains** open and operational. Landlord will provide dwelling with toilet plunger and expects Tenant(s) to use for normal toilet stoppages. Tenant(s) shall not dispose of any "sanitary products" or condoms in toilets. Tenant(s) are also cautioned that putting kitchen grease down drains may cause blockages. Landlord may charge Tenant(s) for drain cleaning to clear blockages in fixtures that are caused by Tenant(s).

E) Tenant(s) shall abide by all **parking regulations** set forth by Landlord that pertain to permit parking of tenant owned vehicles. Landlord shall provide Tenant(s) with written policy regarding parking. Vehicles that are improperly parked and/or do not have a valid parking permit properly displayed are subject to being towed at owners' expense.

F) Tenant(s) agree **not to burn** candles, incense or oil lamps within apartment. The burning of these items is a fire hazard and their use damages the wall and ceiling surfaces. Tenant(s) will be charged for sealing and painting smoke stains and soot found on walls and ceilings.

G) Tenant(s) **agree:**

- 1) Not to install radio or television antenna or **satellite dishes**.
- 2) Not to store any material or goods that is **combustible** or would increase risk of fire at premises.

- 3) Not to have or keep **water beds** in dwelling
- 4) Not to display or erect any **signs or banners** on premises.
- 5) Not to change, add or alter any exterior or interior **door locks**.
- 6) Not to operate **outdoor grills** and other cooking utensils on wooden decks and otherwise keep same a safe distance of no less than 10 Feet from building. No storage of grills in apartment.
- 7) Not to **overload or obstruct** decks, stairways and balconies.
- 8) Not to **cut or mark** directly on cabinet **countertops**. Tenant(s) must use cutting boards and other protective measures.
- 9) **Not to allow any bleach** or cosmetic products that may contain bleaching agents to come in contact with carpet.
- 10) Not to use **tape** or other adhesives on wall surfaces that cause wall or paint damage. Not to install or use **dartboards** in apartments. Not to fasten or apply anything to **doors** in dwelling. Tenant(s) may use pushpins and small brads to apply items to walls only. **Tenants will be charged for excessive (more than 12 holes per room) pin or nail holes.**
- 11) Tenant(s) agree to **thoroughly clean** premises at the end of the lease or any earlier vacancy. Landlord shall provide Tenant(s) a cleaning checklist of all cleaning to be done. Tenant(s) shall have all spots and stains removed from carpets and have carpets professionally cleaned. If Landlord finds carpets stained and/or generally dirty at the end of lease he will direct such cleaning as necessary be done at Tenant(s) expense.
- 12) **ALL APARTMENTS ARE NON-SMOKING.** Tenants and visitors must smoke outside and dispose of their own cigarette butts. **Tenants will be charged for the pick-up of cigarette butts.**
- 13) Tenant(s) agree not to possess or discharge **fireworks** on the premises.
- 14) Tenant(s) agree that no one shall be allowed on **building roofs**.
- 15) Tenant(s) agree to leave all utilities on for five days after the end of the lease.

SIGNATURES:

Tenants signing below attest that they have read all six pages of this Lease Agreement and shall comply with terms herein. All tenants must be at least eighteen (18) years old at the date this lease is signed. DO NOT sign this Agreement if you are not eighteen years old. Tenants acknowledge the receipt of a copy of this lease.

LANDLORD:

TENANT (S):

Signature

Signature

Date

Signature

Signature

Signature

Lease Addendum - CONFIDENTIAL - FOR LANDLORD FILE ONLY

Tenants must provide their Social Security # and a person to be designated as emergency contact and **agree that person listed may be communicated with regarding this lease and served with any notices required by Landlord in connection with this lease:**

1) Tenant Name: _____ Social Security # _____

Cell phone: _____ "MIX" or e-mail address: _____

I understand that e-mail will be the primary means of communication with Kelly Rental Management.

Anticipated Date of Graduation from WVU (Month/Year) _____

Parent/Guardian/Emergency Contact: _____

Relationship: _____ Home Address: _____

City, State, Zip: _____

Contact Phone: _____ Contact e-mail: _____

Tenant Signature: _____

2) Tenant Name: _____ Social Security # _____

Cell phone: _____ "MIX" or e-mail address: _____

I understand that e-mail will be the primary means of communication with Kelly Rental Management.

Anticipated Date of Graduation from WVU (Month/Year) _____

Parent/Guardian/Emergency Contact: _____

Relationship: _____ Home Address: _____

City, State, Zip: _____

Contact Phone: _____ Contact e-mail: _____

Tenant Signature: _____

3) Tenant Name: _____ Social Security # _____

Cell phone: _____ "MIX" or e-mail address: _____

I understand that e-mail will be the primary means of communication with Kelly Rental Management.

Anticipated Date of Graduation from WVU (Month/Year) _____

Parent/Guardian/Emergency Contact: _____

Relationship: _____ Home Address: _____

City, State, Zip: _____

Contact Phone: _____ Contact e-mail: _____

Tenant Signature: _____

4) Tenant Name: _____ Social Security # _____

Cell phone: _____ "MIX" or e-mail address: _____

I understand that e-mail will be the primary means of communication with Kelly Rental Management.

Anticipated Date of Graduation from WVU (Month/Year) _____

Parent/Guardian/Emergency Contact: _____

Relationship: _____ Home Address: _____

City, State, Zip: _____

Contact Phone: _____ Contact e-mail: _____

Tenant Signature: _____