

LEASE AGREEMENT

SAMPLE

This Agreement is made and entered into this the ____ day of _____ and between _____, a West Virginia limited liability company ("Lessor"), and _____ (whether one or more, "Lessee").

Witnesseth: For and in consideration of the amount set forth in Paragraph 3, the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, Lessor hereby leases the Property to Lessee, and Lessor and Lessee agree as follows:

1. **Property:** The leased premises are located at and have the mailing address of _____ Mon. County, West Virginia ("**Property**").
2. **Term:** The Property is hereby leased to Lessee for a term of (12) months beginning on May 15th 2006 at 5:00 p. m. and ending on May 10th 2007.
3. **Rent:**
 - (a) Lessee agrees to pay Lessor the total amount of _____ (\$____.), payable in advance monthly installments of _____ (\$____.) per month. The first such monthly installment payment shall be due and payable on May 10th, 2006, and each subsequent monthly installment payment shall be due and payable on the first (1st) day of each calendar month thereafter. In the event any portion of any monthly installment payment shall not be paid to Lessor in full by 5:00 p. m., on the fifth (5th) day of the applicable calendar month, Lessee shall be charged a late penalty of Fifty Dollars (\$50.00) which shall be due and payable by Lessee to Lessor as of 5:00 p. m., on the fifth (5th) day of the applicable calendar month and shall be added to rent owed under this Agreement. In the event any portion of any monthly installment payment, including the applicable late penalty, shall not be paid to Lessor in full by 5:00 p. m., on the sixth (6th) day of the applicable calendar month, Lessee shall be charged an additional late penalty of Five Dollars (\$5.00) per day until such monthly installment payment and any and all applicable late penalties shall have been paid in full. Such additional late penalty shall be added to rent owed under this Agreement and be due and payable to Lessor as such. In the event that rent is not paid (30) thirty Days for the 1st of any month Lessor has the right to lock out and secure the premises. Lessee **Initial** _____.
 - (b) In the event Lessee shall make any monthly installment payment or any other payments by way of or with any instrument which is returned for non-sufficient funds or any other reason, then Lessee shall owe Lessor a charge of Fifty Dollars (\$50.00) for each such returned instrument which shall be added to rent owed under this Agreement and be due and payable to Lessor as such. Furthermore, in the event any instrument is returned for any reason, then the amount of such returned instrument shall be considered delinquent under the foregoing subparagraph and applicable late charges shall be due and payable to Lessor. If this occurs Lessor will only accept cash or money order.
 - (c) Lessee shall make the final monthly installment payment due and payable under this Agreement, when due, in the form of (i) cash, (ii) cashier's check, or (iii) money order. Lessor shall have no obligation to accept payment of such final monthly installment payment in any other form.
 - (d) **Lessee must have renters insurance.**
 - (e) Any and all payments shall be made payable to the order of Lessor and delivered or mailed, postage prepaid, to Gee Properties LLC Lessor at 360 Charleston Ave Morgantown, West Virginia 26501.
4. **Deposit:** Lessee hereby expressly agrees to pay Lessor the amount of Five Hundred Forty Dollars (\$540.00) as a security deposit. In addition, Lessee expressly acknowledges that Lessor shall have the right and power to apply and use the security deposit for the purposes of paying or satisfying any costs or expenses associated with or arising from damage to the Property, outstanding or unpaid rent, or any late penalties or other charges. Notwithstanding the foregoing sentence, Lessee shall have no right to apply or use the security deposit for the payment or satisfaction of any outstanding or unpaid rent or any late penalties or other charges, and any such application or use, whether made by Lessor or Lessee, shall constitute a breach under this Agreement by Lessee. See attached Page for price deductions. See Deduction List.

I have read and understand the above contract

Initial _____

5. **Termination of Leasehold:** Upon the termination or expiration of the lease created under this Agreement, Lessee shall vacate and surrender the Property, together with any and all fixtures and personalty therein and associated therewith, in as good condition as the same are as of the execution of this Agreement, reasonable wear and tear excepted. In addition, prior to vacating and surrendering the Property, Lessee shall, at the minimum, clean and scour the oven and range; defrost and clean the refrigerator and freezer; clean

underneath and behind all appliances; clean all cabinets, closets, and vanities, both inside and out; wash all windows; vacuum and have carpets Professionally Steam cleaned By Milush Caret cleaning # 376-1396; wash all baseboards and trim; and clean all sinks, countertops, bathtubs, showers, and toilets. Lessor shall have a period of thirty (30) days commencing on the day following the termination or expiration of the lease to inspect the Property and ascertain whether Lessee has complied with the provisions of this Paragraph. This means (3) Three Months worth of rent must be paid before the early termination of the lease. Security deposit may **not** be used for this buyout.

6. **Residential Purposes:** Lessee covenants that Lessee shall use and occupy the Property for residential purposes exclusively.
7. **Habitable Condition:** Lessee accepts the Property in its present condition and covenants that the Property is in habitable condition.
8. **Notice of Repairs:** Lessee shall promptly notify Lessor of any repairs or maintenance which might be required with respect to or in connection with the Property, or any fixtures or personality therein or associated therewith, and Lessor shall have the right to enter the Property for the purposes of making repairs, renovations, alterations, and performing general maintenance at any and all times.
9. **Service Calls:** Lessee shall pay a service call fee in the amount of Fifty Dollars (\$50.00) to Lessor for any and all service calls by Lessor which are related to or connected with the routine changing of light bulbs, stopped-up or plugged toilets, sinks, or drains, damaged appliances, or any other conditions related to or caused by Lessee's or any guest or invitee of Lessee's improper use of the Property or the fixtures and personalty therein or associated therewith. All such service fees shall be added to rent owed under this Agreement and shall be due and payable with the next monthly installment payment following such service. Lessee must have a Plunger. Lessee is responsible for all smoke Detector batteries.
10. **Pets:** Except for those pets disclosed to and approved by Lessor, neither Lessee nor any guest or invitee of Lessee shall keep or maintain any pets in or at the Property at any time. In the event Lessor shall, in Lessor's sole and absolute discretion, permit Lessee to keep or maintain any pets in or at the Property at any time, If any pet is found on the property at any time Immediate loss of security Deposit and a \$500.00 fine will be imposed immediately. The lessee will have five days to pay this fine! No visiting Animals!
 - (a) A non-refundable pet security deposit in the amount of _____ (\$____) which amount shall be paid in full concurrently with the execution and delivery of this Agreement; or
 - (b) A non-refundable pet security deposit in the amount of (\$ _____) which amount shall be paid in advance monthly installment payments over the course of the lease term in the amount of Dollars (\$ ____) per month and added to rent owed under this Agreement and be due and payable to Lessor as such.

Lessee expressly acknowledges that the pet security deposit is for the purpose, among others, of ensuring Lessor that Lessee shall strictly comply with and follow the provisions of Paragraph 5.

11. **Right to Enter:** Lessor shall have the right to enter the Property at any and all times for and any and all of the purposes set forth in Paragraphs 5 and 8 as well as for the purposes of showing the Property to prospective purchasers, lessees, lenders, insurance agents, and others, and inspecting the condition of the Property.
12. **Notice to Renew:** In the event Lessee shall not have given Lessor written notice of Lessee's intent to renew the lease created under this Agreement at least One Hundred (180) days prior to the expiration of such lease, then Lessor shall have no obligation to renew such lease and Lessee shall vacate and surrender the Property at 5:00 p. m., on the last night of the lease term.
13. **Property Rendered Uninhabitable:** In the event the Property is rendered uninhabitable by fire or any other casualty, Lessor shall have the option, at Lessor's sole and absolute discretion, to repair the Property and restore it to habitable condition or terminate the lease created under this Agreement and any and all rights and obligations hereunder.
14. **No Alterations:** Lessee shall make no alterations or modifications to the Property or any fixtures or personality therein or associated therewith without Lessor's prior written consent. **No one is allowed to change locks except the owner! A one hundred fine will also be charge to the tenant. The Lessor can only apply locks to bedroom doors not tenants!**

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Initial _____

15. **Utilities:** Lessee shall use those utilities supplied by Lessor for ordinary residential uses only. Any and all utilities not paid for or supplied by Lessor shall be placed in the name of Lessee by Lessee as of the first (1st) day of the lease term and shall remain in Lessee's name throughout and during the entire lease term and Lessee shall be responsible and liable for the cost of such utilities for the entire lease term. Lessee covenants to maintain the Property at a temperature no lower than 60° Fahrenheit at all times and shall be liable for any and all costs, damages, and expenses suffered or incurred by Lessor,

including any and all incidental and consequential damages, whether foreseen or unforeseen, related to or connected with the temperature at the Property falling below 60° Fahrenheit due to or because of any act, action, or omission by Lessee or Lessee's guests or invitees. Lessee is responsible for trash payment and rental from BFI. If lessee does not fulfill this responsibility Lessor will impose fines up to the amount of security Deposit to be paid within 5 working days! Lessee is to pay all utilities. No space heaters are allowed. A \$500.00 fine will be issued for space heaters.

16. **Occupants:** No persons other than those persons executing and entering into this Agreement as "Lessee" shall occupy the Property for a period in excess of five (5) consecutive days during the term of the lease and fifteen (15) aggregate days during the term of the lease.
17. **Conduct:** Neither Lessee nor Lessee's guests or invitees shall act or conduct themselves in a disorderly manner or cause or create any nuisance which may interfere with the rights, comfort, or convenience of any other persons on or near the Property. Lessee shall be absolutely and unconditionally responsible and liable for the conduct and actions of Lessee's guests and invitees. There are no candles permitted or lava lamps. There are to be no extension cords only surge protectors. Lessees are responsible for smoke detector batteries. Tenant must respect other neighbors Music must be kept down No loud music after 10:00 p.m. THERE IS TO BE NO ONE PERMITTED ON THE ROOF OF ANY STRUCTURE. THERE SHALL BE NO KEGS, party balls or more than three cases of beer PERMITTED ON OR WITHIN THE PREMISES. THERE IS TO BE NO TRASH, GARBAGE, ETC., LEFT OUTSIDE OF THE BUILDING. The Lessee shall Maintain grass, snow and ice removal is the tenants responsibility, and garbage, if failure to do so, will result in the forfeiture of the security deposit and replenishment of the same. Deposit must be replenished within 5 working days!
18. **Automobiles:** All automobiles must have a valid license and registration to be on DMG property. Each paying tenant is allocated one parking place. Visitors passes must be issued to any automobile staying more than three days. To receive a parking pass come to the main office.
19. **Indemnification:** Lessee covenants that Lessee shall indemnify and hold Lessor harmless from any and all loss, cost, expense, injury, claim, charge, and liability of any and every kind and nature whatsoever, whenever arising, incurred, or suffered by Lessor in relation to, in connection with, or resulting from Lessee's use or occupation of the Property or the acts, actions, or omissions of Lessee or Lessee's guests and invitees.
20. **Limitation of Lessor's Liability:** Lessor shall not be liable, in any way or manner, to Lessee or Lessee's guests or invitees for the act, actions, or omissions of any other person or entity, whether such person or entity shall be a person or entity executing and entering into this Agreement as "Lessee," off the Property, or on the Property with or without the authority of Lessor. In addition, Lessor shall not be liable to Lessee or Lessee's guests or invitees for any loss, cost, damage, injury, or liability arising or resulting from the failure, interruption, or malfunction of utilities; fire or any other casualty; nor theft, vandalism, or any other cause.
21. **Joint and Several Obligations:** If this Agreement is executed and entered into by more than one person as "Lessee," then each such person shall be jointly and severally liable for each and all of the obligations and liabilities of Lessee under this Agreement. Each person executing and entering into this Agreement as "Lessee" expressly acknowledges that he or she is personally liable for the entire amount stated in Paragraph 3, any and all late penalties, services charges, and other charges arising under this Agreement, and any and all other amounts and obligations owing to Lessor by Lessee.
22. **Lessor's Lien:** For the purpose of securing the full payment of the amount set forth in Paragraph 3, and any and all other amounts and obligations owing to Lessor by Lessee, Lessee hereby grants Lessor a lien on and security interest in all of Lessee's goods, chattels, and other personal property located in or on the Property, at any time, whether now owned or hereafter acquired. Lessee covenants that Lessee shall indemnify and hold Lessor harmless from any and all loss, cost, expense, injury, claim, charge, and liability of any and every kind and nature whatsoever, whenever arising, incurred, or suffered by Lessor in relation to, in connection with, or resulting from the lien and security interest granted in this paragraph, any and all action and actions taken by Lessor with respect thereto, and any actions or claims brought by any other parties in relation to, in connection with, or resulting from Lessor taking possession of any goods, chattels, or other personal property located in or on the Property.

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Initial _____

23. **Lessee's Default:** In the event Lessee fails to pay any monthly installment payment of rent due and payable under this Agreement or any other monetary obligation of Lessee to Lessor as and when due, or violates or breaches this Agreement in any way or manner, as determined by Lessor, in Lessor's sole and absolute discretion, or maintains the Property in a manner inconsistent with the provisions and terms of this Agreement, as determined by Lessor, in Lessor's sole and absolute discretion, Lessor may, in Lessor's sole and absolute discretion, exercise any, some, or all of the following rights, remedies, and recourses, separately, successively, or concurrently: Lessee if evicted by magistrate must surrender property in no more than (5) Five days.

- (i) Lessor may terminate Lessee's rights under this Agreement and the lease created by this Agreement, in which event

Lessee shall immediately surrender the Property to Lessor. In the event Lessee shall refuse or fail to surrender the Property, Lessor may reenter and take possession of the Property and expel or remove Lessee and any other person or entity who may be occupying or in possession of the Property or any part thereof, by force if necessary.

- (ii) Lessor may reenter and take possession of the Property and expel or remove Lessee and any other person or entity who may be occupying or in possession of the Property or any part thereof, by force if necessary, and relet the Property.
- (iii) Lessor may reenter and take possession of the Property and expel or remove Lessee and any other person or entity who may be occupying or in possession of the Demised Premises or any part thereof, by force if necessary, and notwithstanding the fact that the lease term shall not have expired, accelerate all rent due and payable under this Agreement for the remainder of the unexpired term of the lease created under this Agreement and thereupon, the same shall be and become immediately due and payable.

- 24. **Cumulative Remedies:** Any and all rights, remedies, and recourses afforded Lessor under this Agreement shall be cumulative of, and not in limitation of, all other rights, remedies, and recourses afforded Lessor at law and in equity.
- 25. **Severability:** If any provision of this Agreement or the application thereof, in any circumstance, is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, and the application of such provision in any other circumstance, shall not be affected thereby, and the remainder of this Agreement shall remain in full force and effect and be construed and interpreted as if such invalid, illegal, or unenforceable part was never included. The provisions of this Agreement are declared to be severable.
- 26. **Assignment and Subletting:** Lessee shall not assign any interest Lessee may have in this Agreement or sublet the Property, or any fixtures or personal property therein or associated therewith, without the prior written consent of Lessor.
- 27. **Waiver:** No consent or waiver, expressed or implied, by Lessor of any breach or default by Lessee in the performance by Lessee of Lessee's obligations hereunder shall be deemed or construed to be a consent or waiver to any other breach or default in the performance by Lessee of the same or any other obligations of Lessee hereunder. Failure on the part of Lessor to complain of any act or failure to act of Lessee or to declare Lessee in default, irrespective of how long such default continues, shall not constitute a waiver by Lessor of its rights hereunder. Lessee's obligations hereunder shall in no way, manner, or respect be impaired, affected, reduced, or released by reason of Lessor's failure to or delay to do or take any of the acts, actions, or things described herein.
- 28. **Governing Law:** The laws of the State of West Virginia shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights, powers, duties, and obligations of the parties upon whom this Agreement shall be binding.
- 29. **Entire Agreement:** This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreement between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein. This Agreement is a complete and final expression and integration of the agreement among the parties.
- 30. **Construction:**
 - (a) The headings, titles, and captions contained in this Agreement are inserted only as a matter of convenience and for reference purposes only and shall not in any way define, limit, extend, or prescribe the scope or intent of any provision of this Agreement.
 - (b) Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

I have read and understand the above contract Initial _____

Witness the following signatures:

Lessor:
Gee Properties LLC

By: _____
Michael B. Gallagher
Its: Manager

Lessees:
Tenant No. _____

Signature: _____
Home Address: _____

Home Phone: _____
Social Security # _____
Drivers License # _____
Have you ever been evicted? Yes No

License Plate # _____

Parents Signature: _____

Social Security # _____

I have read and understand the above Lease _____

I have read and understand the above contract

Initial _____