

LEASE AGREEMENT

Notice to Tenant: This lease contains waivers of consumers' rights. If you do not meet your lease obligations, you may lose your security deposit. You may also evicted and sued for money damages.

On _____ (DATE) R & L Rentals, LLC (referred to as LANDLORD) agrees to rent to:

1 _____ (Referred to as TENANT).

2 _____ (Referred to as TENANT).

3 _____ (Referred to as TENANT).

Property at: 717 Wells St., Morgantown, WV 26505

Monthly Rent: _____ Security Deposit: _____

Last Month Rent: _____

For the Term of: 12 months Beginning: _____ Ending: _____

For the Total Sum of: _____

To be delivered to: **R & L Management, LLC**
3025 Greystone Dr., Morgantown, WV 26508

Payable in monthly installments of _____ in the _____ of the month. This is the monthly rent. **Late rent fee is \$30.**

The TENANT(s) has provided the following personal information:

Tenant (1)

Student ID Number: _____ Current Phone Number: _____

Social Security Number: _____ Driver License Number: _____

Home Address: _____

Home Phone Number: _____ E-mail Address: _____

Tenant (2)

Student ID Number: _____ Current Phone Number: _____

Social Security Number: _____ Driver License Number: _____

Home Address: _____

Home Phone Number: _____ E-mail Address: _____

Tenant (3)

Student ID Number: _____ Current Phone Number: _____

Social Security Number: _____ Driver License Number: _____

Home Address: _____

Home Phone Number: _____ E-mail Address: _____

**R & L Rentals, LLC
3025 Greystone Drive
Morgantown, WV 26508
(304) 594-3817**

A OBLIGATIONS OF TENANT

1. **PAY RENT:** Tenant must pay rent by check or money order. Each person, who signs this lease is responsible for the entire rent. LANDLORD may look to any single TENANT for the entire rent. Rent is due on 15th day of each month. There is a **\$30 late rent fee** for rent not received by the 15th day of each month.

2. **GIVE SECURITY DEPOSIT:** TENANT deposits with LANDLORD an amount equal to one monthly rent installment as a security deposit. LANDLORD shall apply the security deposit to rent damages or necessary cleaning costs. At the end of a term, TENANT must give a forwarding address in writing to the LANDLORD for return of the security deposit.

3. **PAY UTILITIES:**

Tenant agrees to pay all utilities including Electric, Water, Sewage, Gas, and Garbage. All Utilities that TENANT pays must be placed in the name of TENANT at the inception of the lease.

ELECTRIC: Allegheny Power Company 1-800-255-3443

GAS: Hope Natural Gas 296-3481

WATER: Morgantown Utility Board 292-8443

Garbage: BFI 1-800-696-3173

4. **ALLOW NO OTHER OCCUPANTS:** Only TENANT listed on this lease may live in the leased unit. The unit may be used only as a residence.

5. **BE RESPONSIBLE FOR GUESTS:** TENANT is responsible for any violation of the rules by guests. Any damages done to the leased premises or the LANDLORD's property will be chargeable to the TENANT. Guests are held to the same standards of behavior as TENANT.

6. **ALLOW NO ANIMALS OR PETS UNDER ANY CONDITIONS:** Animals or pets may not be brought or permitted on the property for any length of time. TENANT is responsible no matter whether TENANT owns the animal or not.

7. **ABSOLUTELY NO SMOKING INDOORS.**

8. **ACCEPT CONDITION OF UNIT:** TENANT accepts the unit and property in its present condition and deems it to be fit and habitable. Any concerns about the house, TENANTS should contact LANDLORD directly. **If parents make any phone calls or send any emails, TENANTS will be charged \$50 per phone call or per email.**

9. **MAINTAIN THE UNIT:** TENANT must clean and maintain the unit.

The followings apply:

a) Waterbed, space heater and hotplate are prohibited.

b) Yard must be kept clean and neat.

c) Grass must be mowed regularly.

d) Disposable diapers, cigarette butts, tampons, sanitary pads, etc. are not to be put in toilets. Any expense for damage by clogging drain or TENANT will pay commode. TENANT will pay any damage due to negligence of TENANT.

(e) LANDLORD may remove anything stored in hallways, or other common areas at Tenant's expense. LANDLORD is not liable for anything removed. Property of TENANT stored in common areas will be considered abandoned.

IF ANY PROHIBITED ITEM ARE DISCOVERED ON THE PROPERTY, LANDLORD MAY REMOVE THEM AT TENANT'S EXPENSE.

10. ALLOW ACCESS TO LANDLORD: LANDLORD may enter the unit at reasonable times, for the following purposes: a. To show the unit to prospective tenants; b. To investigate a suspected violation of the LEASE; c. To make repairs to the unit.

11. CARRY INSURANCE: TENANT must carry insurance for protection and damage to any personal property. LANDLORD does not carry insurance on the contents of TENANT'S unit. LANDLORD is not responsible for any damage or loss to personal property of TENANT. Tenant will get no credit or compensation for damage to unit. LANDLORD is not responsible for any costs or expenses incurred by TENANT as a result of fire or other casualty. TENANT will get no credit if TENANT caused the damage.

12. REMOVE TRASH/RECYCLING: All garbage must be removed as it accumulates, stored in the appropriate containers and placed for pick up when scheduled. Garbage may not be kept in closets, basements, etc.

13. CLEAR SNOW/ICE: TENANT must clear walkways. LANDLORD will not remove snow and ice.

14. MAINTAIN HEATING: Temperature must be maintained at not less than 60 degrees at all times. TENANT must pay for any damage, which occurs from freezing.

15. MAINTAIN GOOD TENANT NEIGHBOR RELATIONS: TENANT may not make noise, which disturbs the neighbors. **No large gatherings are allowed.**

16. PRESERVE LOCKS AND KEYS: TENANT may not change, add to or modify the locking system or the unit without written permission of LANDLORD. TENANT is satisfied with the building security as is. TENANT may not give anyone else a key. If TENANT lose key, TENANT has to call the locksmith and pay all the expenses.

17. FOLLOW PROCEDURE AT THE END OF TERM: LANDLORD assumes the prior tenant leasing the unit will have vacated on the termination date of that tenant's lease. During the last 180 days of the lease term, LANDLORD may advertise and show the unit to prospective TENANTS. TENANT must return all keys. The deposit will be returned after TENANT gives LANDLORD written notice of TENANT'S forwarding address.

19. TEST SMOKE DETECTORS: TENANT must test smoke detectors regularly and replace batteries as needed.

20. APPLIANCES: No major appliance (i.e., air conditioners, electric heaters, etc.) may be used in the house without the permission of the LANDLORD.

21. TENANT further agrees to use said premises in a lawful and proper manner and will not permit the house to be used for any illegal or immoral purposes. TENANT further agree to use good judgment and thoughtfulness and not to commit or

permit any waste or nuisance in, on or about the house or in any way to annoy, molest or interfere with any other TENANT or occupant.

B. GENERAL

a. LANDLORD is not responsible for conditions caused by TENANT (S) or misuse, such as broken items resulting from accident or misuse. LANDLORD is not responsible for acts of vandalism.

LANDLORD IS NOT RESPONSIBLE FOR INJURY OR DAMAGES FROM ICE, WATER, RAIN, and SNOW OR ANY CONDITION AFFECTING BUILDING'S ELECTRICAL AND MECHANICAL SYSTEMS. LANDLORD is not responsible for injury from improper handling of lawn mower and yard equipments. Adults should only operate lawn mower.

b. RETURNED CHECK: If the bank returns Tenant's check, TENANT

a) Must pay a \$ 30.00 fee for returned check,

b) Will be in violation of the LEASE for failing to pay the rent on time, unless the fee and the rent are paid within 24 hours.

c. SECURITY DEPOSIT: If no forwarding address is given within 30 days after the end of a term, LANDLORD may charge TENANT for administrative costs for retention of deposit.

d. DAMAGE TO UNIT: If unit is not left in the same condition as given, expense for cleaning and/or repair will be charged to TENANT or any COSIGNER. Each signer of this LEASE is responsible for all damages under this lease.

e. FAILURE TO OBEY TRASH/RECYCLING LAWS: If TENANT violates local ordinances or removal of trash/recycling and LANDLORD is fined, TENANT must pay the fine and any costs incurred by LANDLORD as a result of Tenant's actions. If TENANT abandons property on the premises, TENANT must pay the cost for removal.

f. CHANGING LOCKS/LOSING KEYS: If TENANT changes or adds locks or barriers, LANDLORD may break and enter to change the locks to an approved lock. TENANT must pay for the costs of changing all locks back and for any damage to the unit caused by Tenant's locks. If keys are lost, TENANT must pay for the cost of gaining access to the unit and/or replacing locks and keys. The inability of TENANT to gain access to the unit is not considered an emergency. LANDLORD has no obligation to assist TENANT in gaining access to the unit.

g. TENANT shall hold LANDLORD harmless and indemnify her, for all costs and expenses, including reasonable attorney fees and court costs, arising out of TENANT's breach of this agreement.

THE UNDER SIGNED JOINTLY AGREE TO ALL TERMS AND CONDITIONS OF THIS LEASE.

TENANT (1) : _____

DATE: _____

TENANT (2) : _____

DATE: _____

TENANT (3) : _____

DATE: _____

R & L Rentals, LLC (LANDLORD): _____

DATE: _____