

# LEASE - RENTAL AGREEMENT

(This lease is a legal binding contract; if not understood, seek competent advice before signing.)

OTHER AGREEMENTS: \_\_\_\_\_ Addendum

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between  
KINGDOM PROPERTIES hereinafter called Owner, and

\_\_\_\_\_ hereinafter called Occupant(s).

**WITNESSETH:** That in consideration of the rents and covenants herein contained the Occupant(s) hereby rents from the Owner those premises known and described as \_\_\_\_\_ the street which is \_\_\_\_\_ in the city of \_\_\_\_\_, State of \_\_\_\_\_. The terms of the agreement shall commence at 12:01 a.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall continue until the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the Occupant(s) do hereby covenant and agree with the Owner as follows:

## I. PAYMENTS, LATE CHARGES, DEPOSITS, DEFAULTS, EVICTIONS

- A. Payments:** Said Occupant(s) hereby covenant and agree to pay owner \_\_\_\_\_ (\$ \_\_\_\_\_) per month as follows: (1) last months rent shall be payable simultaneously with the execution of this lease agreement; (2) subsequent rent payments shall be made beginning on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the \_\_\_\_\_ day of each and every month thereafter during the terms of the lease.  
The total sum of this lease is \_\_\_\_\_ (\$ \_\_\_\_\_).  
Every individual named in this lease shall be held severally and jointly liable for the rent and all other charges, assessments and penalties as provided for in the terms of the lease. If one person moves or fails to pay, those who remain will have to pay the entire rent in full. Checks shall be made payable to Kingdom Properties and mailed to 721 Locust Avenue #3, Fairmont, WV 26554
- B. Returned Checks:** Occupant(s) agree to pay a \$28.50 service charge for all checks returned unpaid.
- C. Late Charges:** If rent is not paid by the \_\_\_\_\_ day of each month, Occupant(s) agree to pay a late charge of \_\_\_\_\_ 10% per month until paid \_\_\_\_\_. The late charge shall accompany the late rent payment.
- D. Deposits:** Occupant(s) will deposit with the Owner a good faith security deposit of (\$ \_\_\_\_\_) simultaneously with the execution of this agreement. Occupant(s) will not be allowed to use the security deposit for the payment of rents or any other charges, assessments, or penalties. This deposit is for two purposes (1) to hold the said premises until the first day of this lease. If the first months rent is not paid at that time the Occupant(s) deposit is forfeited. In addition, at any time during the term of the lease, if any part of the lease is broken, the deposit is also forfeited. (2) after the premises are occupied the deposit is to compensate for any damage caused by the Occupant(s). After the full term of the lease is completed the deposit will be returned within forty-five (45) days providing there is no damage to the property and/or furniture, the premises are left in a clean and orderly condition, all rents and other fees have been paid, all other terms of the lease are met, and all keys are returned. Should Occupant(s) be responsible for damage to the premises greater than the value of the security deposit Occupant(s) agree to reimburse Owner for such loss.
- E. Trash Removal:** Occupant(s) shall provide appropriate receptacles for the collection, storage and removal of garbage, rubbish and other waste and arrange for and pay for the removal of same.
- F. Defaults:** In the event of default in payment or rent, late charges or any other charges as provided for by the terms of this lease, the Owner shall have the right, in addition to any other legal remedies, to terminate this lease agreement, remove the personal possessions of the Occupant(s) and refuse the Occupant(s) readmittance to the premises.
- G. Evictions:** In the event Occupant(s) default as described in Section F, Occupant(s) will be granted a five (5) day grace period to remedy default or surrender premises to Owner. On the fifth day following default, Owner may contract with a storage company to remove Occupant(s) personal belongings from the premises and store them at Occupant(s) expense.
- H. Time of Essence:** Time is of essence in the payments of rents and other charges and penalties are provided in the terms of this agreement.

## II. UTILITIES: The Occupant(s) hereby agree to be responsible for and pay for all charges with the exception of those listed below.

- A.** Owner agrees to pay for \_\_\_\_\_ natural gas, electric and water \_\_\_\_\_ up to a maximum average of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per month. If the maximum average is exceeded, Occupant(s) agree to pay for the additional charges at the end of the lease period.
- B.** No major appliances (i.e., air conditioners, heaters, etc.) may be used without the permission of the Owner. An additional sum of \$45 per month per AC unit \_\_\_\_\_ dollars (\$ \$45.00) per month will be charged per unit.

## III. RESTRICTIONS ON THE USE OF PREMISES: The Occupant(s) agree to abide by the following restrictions upon the use of the leased premises:

- A.** Occupant(s) shall not allow parties and shall conduct themselves in a manner that will not disturb their neighbors peaceful enjoyment of their premises, and the Occupant(s) further covenants and agrees that they will not use nor permit said premises to be used for any improper, illegal or immoral purposes, nor will they use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner.
- B.** Smoke detectors have been installed and are in proper working condition prior to Occupant(s) occu-

pancy. It shall be the responsibility of Occupant(s) to check smoke detectors periodically and replace batteries as necessary to keep smoke detectors in proper working condition and to report any malfunction in said smoke detectors to Owner.

- C. Occupant(s) agrees to keep the premises in a clean and habitable condition, and further agrees that, upon termination of this lease, the premises shall be left in the same state of cleanliness as they are in at the time of the execution hereof. In the event that the Occupant(s) fails to leave the premises in such clean condition, the Owner shall have the right to hire someone to clean same, and to pay the cost of the cleaning from the deposit provided for herein above;
  - D. Occupant(s) hereby agree not to rent, lease, sublease, or assign premises or any part thereof without the written consent of the Owner;
  - E. The Owner, his assigns, agents or employees, shall have the right of access to said premises at all reasonable times for the purpose of performing repairs and maintenance. inspecting the premises and showing it to prospective renters;
  - F. Occupant(s) shall not make any alterations, additions, or changes in the premises or any part thereof, nor in any manner alter, cut, drive nails or screws into or otherwise mar or injure any of the walls, floors, ceiling, fixtures or any part of said premises, without the written consent of the Owner;
  - G. Occupant(s) shall keep plumbing fixtures, heating systems and appliances clean and safe. The Occupant(s) are responsible for loss or damage from freezing of water pipes or plumbing fixtures or from the stopping of water closets or drains which shall be repaired at the expense of the Occupant(s), unless the cause is beyond the Occupant(s) control;
  - H. Occupant(s) specifically covenant and agree that no pets will be kept in, on or about the premises or running loose in the area. Violation of this clause forfeits the right to all security deposit refunds;
  - I. Occupant(s) shall keep the premises wind and water tight and shall make temporary repairs;
  - J. Occupant(s) shall keep the premises clean and free of trash so as not to create a health or fire hazard; and
  - K. Occupant(s) shall report to the Owner immediately any damage, deterioration, or other condition affecting the structure of the premises, and requiring the Owners attention. If damage to the leased premises is caused by misuse or neglect of Occupant(s), Owner may at his option repair or pay for the repair of such damage, and Occupant(s) will reimburse Owner for the total cost of such repairs and for the replacement costs of all property destroyed or irreparably damaged.
- IV. **INSURANCE:** The Occupant(s) understands and agrees that the Owner shall carry fire insurance on the building only, and if the Occupant(s) desires to carry fire protection on personal property owned by Occupant(s) and contained therein, it shall be solely the responsibility of the Occupant(s) to do so.
- V. **LIABILITY:** The Owner shall not be liable for any injury or damage to any property or person at anytime on said leased premises from any cause whatsoever which may arise from the use or the condition of the premises or building.
- VI. **SEVERABILITY:** If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.
- VII. **LEGAL COST:** Occupant(s) agree to repay Owner for expenses incurred to enforce collection of rent herein including filing of eviction notices, magistrates, collectors, deputies, etc. In consideration of the mutual covenants herein expressed, all parties warrant that they will each pay for their own expense of legal representation, court cost, etc. and hereby hold the other harmless from any claims for costs except for collections as stated.
- VIII. **LEASE VIOLATIONS:** In the event of the breach of any of the conditions of this lease, Owner may take immediate possession of the premises without notice to the Occupant(s), the Occupant(s) waives the right to any notice and further agrees to immediately vacate the premises when requested to do so by Owner.

In testimony Whereof, the said Owner and Occupant(s) have subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
OCCUPANT

\_\_\_\_\_  
OCCUPANT

\_\_\_\_\_  
OCCUPANT

\_\_\_\_\_  
OCCUPANT

\_\_\_\_\_  
OCCUPANT

**SECURITY DEPOSIT RIDER**

Occupant(s) acknowledge that the deposit of \$ \_\_\_\_\_ described in Section I-D of this document is not to be used for payments of rents or any other charges, assessments or penalties and is to be returned after all conditions of the lease-rental agreement are fulfilled.

\_\_\_\_\_  
Date

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Date

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Date

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Date

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Date

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