

This is a sample lease and is intended for informational purposes only.



507 BEECHURST AVE.  
MORGANTOWN, WV 26505  
(304) 292-9555

RESIDENTIAL LEASE AGREEMENT FOR PROPERTY LOCATED AT:  
**1 Sample Property Ave. Apt. A**

- PARTIES OF CONTRACT:** This agreement is entered into this 29th day of March, 2010 by and between University Prime Properties, herein called LESSOR and NAMES OF ALL PEOPLE ON LEASE herein called LESSEE(S). Lessee(s) accept the above mentioned property in an "AS IN" condition, unless otherwise noted herein. The premises shall be used exclusively for living quarters as a private residence. Only person(s) signing this lease are permitted to reside at this address.
- LEASE TERM:** The terms of this rental agreement shall commence on, 05/15/2010 and shall continue for 12 consecutive months with the option to renew, expiring on 05/10/2011, at a total rental rate of \$7,800.00 payable at \$650.00 per month, on or before the 15th of each and every month at the office of University Prime Properties located at 507 Beechurst Ave. Morgantown, WV. If this is a joint agreement for more than one LESSEE, each LESSEE is jointly and separately responsible for the **entire rent** each month on the residence, for the entire rental period stated in this agreement. In the event any LESSEE fails to pay the rent for any month for which it is due. Any default or breach of this agreement will result in termination of this agreement with possession by LESSOR at his/her option, in accordance with the laws of the State of West Virginia. **LESSOR MAY AND WILL EVICT ANY OR ALL OCCUPANT(S) FOR NONPAYMENT OF RENT.** Rent not paid by the due date stated on this agreement is considered delinquent. **EACH ACCOUNT will be subject to a late fee of \$50.00 after 3 days late and a reoccurring charge of \$5.00 per day until paid.** A \$35.00 charge will be imposed for any check returned for non sufficient funds; late fees will be applied at any check returned. In the event of bank error, there will be no charge, provided the management receives the bank's written acknowledgment of such error. LESSEE(S) shall make all rental payments in full each month, payment or receipt of a rental payment of less than the amount stated in this lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall LESSORS acceptance of a partial payment constitute accord and satisfaction. Nor will LESSORS acceptance of a partial payment forfeit LESSORS right to collect the balance due on the account, despite and endorsement, stipulations, other statement on any check or money order. Should apartment be ruled uninhabitable for any reason such as fire, flood or other cause, damages to LESSEE(S) shall be limited to the return of the security deposit and unused portion of rent. Any prepaid rent will **NOT** be refunded for any reason.
- POSSESSION: LESSEE(S)** shall be entitled to possession on the first day of the term of this lease, and shall yield possession on the last day of the term of this lease, unless otherwise agreed by both parties in writing. There is to be no unlawful acts in or around the premises. Any illegal or unlawful act will result in immediate evection, without exception. Residents at all times during the lease term shall conduct themselves, and require other persons on the premises with residents consent, to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute a breach of the peace.
- OWNER ENTRY:** The LESSOR or manager may, at any reasonable time, enter to inspect, repair, maintain, or show the unit to perspective occupants without prior notice, but will try to notify LESSEE(S) if possible. Monthly inspections of apartment will be made to ensure that the unit is kept in reasonable condition through the duration of the rental agreement.
- CITY INSPECTION:** this unit has been registered by the Morgantown City Building Inspector and passes the City Safety and Fire Protection code. Occupants thereby acknowledge that smoke detectors are in place and are in working order. **IT IS THE OCCUPANT'S RESPONSIBILITY TO KEEP CHARGED BATTERIES IN SMOKE DETECTORS. OCCUPANT IS ENCOURAGED NOT TO REMOVE SMOKE DETECTORS THAT WIRED BY ELECTRIC-YOU WILL BE RESPONSIBLE FOR REPAIRE AND REPLACEMENT OF THE SMOKE DETECTOR.**
- DELAY IN OCCUPANCY:** If the Apartment is not ready for occupancy by the LESSEE(S) on the Commencement Date for any reason, LESSOR will not be responsible for any claims, damages, or liabilities from the delay.

LESSEE(S) initial    X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_

7. **SUBLETTING:** Subletting is permitted as a last resort, but the LESSEE(S) will not assign this lease or sublet the premises without written consent of the LESSOR. LESSOR may sublet in the event one or more LESSEE moves out and the remaining LESSEE do not pay the difference in total rent due, as required by this lease. LESSOR will provide suggested sublet agreement to LESSEE(S) that do sublet premises. If any LESSEE moves out of the premises, it is the duty of all the remaining LESSEES of this lease to sublet said premises or pay the entire rent for the entire rental period, the fee for subletting of \$200.00, will be deducted from the Security Deposit of LESSEE that is being replaced. If a LESSEE(S) vacates the unit before the lease term and does not find a subletter or replacement, and at the end of the lease there is a balance due, it will be reported and placed on all Lease holders credit report with our collection agency, whether they reside in the unit or not.
8. **INSURANCE:** neither manager nor LESSOR shall be responsible for loss, injury, or damage to the person or personal property of LESSEE(S) or their guest, caused directly or indirectly by acts of God, fire, burglary, or defects in the building, equipment, walks, steps, or landscape or by the neglect of the LESSEE(S) or others. LESSEES are encouraged to purchase a renter's insurance policy to cover personal property within the premises. The LESSOR does not carry such coverage, nor is it available for LESSOR to purchase. LESSOR will maintain liability insurance and property taxes.
9. **Utilities:** Payment of all applicable charges for utilities, including initial connection charges, fees and taxes associated with utilities shall be sole responsibility of the Lessee(s), these include: **ALL UTILITIES**. **ALL UNITS WITH ANY OR ALL UTILITIES PAID BY LESSOR-UTILITIES ARE INCLUDED WITH YOUR RENTAL PAYMENT. IF YOU DO NOT PAY FULL RENTAL PAYMENT, UTILITIES WILL BE DISCONNECTED WITHOUT NOTICE! If any paid utility service (i.e.: MUB, Allegheny Power, Dominion Hope Gas, Allied Waste) has an increase of any type during the length of this lease, the increase will immediately become the responsibility of the LESSEE(S) and they must pay the additional increase with rent. You must have written permission to install Air Conditioners, there will be a \$40.00 per month charge per A/C unit.**
10. **DANGEROUS MATERIALS:** LESSEE(S) shall not keep or have on the premises any article or thing of a dangerous, flammable, or explosive character that might increase the danger of fire to or on the premises, or that might be considered hazardous.
11. **MAINTENANCE:** LESSEE(S) are responsible for damage to the premises, fixtures, appliances and furniture belonging to LESSOR, due to LESSEE(S) and their guest' negligence. LESSOR is responsible to the LESSEE(S) for repairs and maintenance to the premises as described in the Property Maintenance Code Section of BOCA. LESSEE(S) accepts premises as is, in its present condition, **and agrees to make normal and/or minor repairs less than \$100.00.** For example: unclogging drains, replacing light bulbs, broken windows, and entrance locks are the LESSEE(S) responsibility. At no time are the LESSEE(S) permitted on the roof. LESSEE(S) will be responsible for all damages caused by negligence to units located beneath theirs, such as an overflow of water or neglect of the LESSEE(S). No trash, bottles, paper, boxes, ECT. Shall be placed in any hallway or other public areas. The premises and surrounding area including sidewalks in possession of the LESSEE(S) are to be kept clean and free of dirt and trash at all times. If this is a furnished apartment, all appliances and furniture that are located in the unit are provided for the Occupant's convenience, on an as available basis. However, their maintenance and repair are not the responsibility of University Prime Properties (LESSOR). If something breaks, LESSEE(S) may fix or replace it, but the cost of repair will NOT be deducted from rent and the breakage in no way excuses the LESSEE(S) from paying rent. LESSEE(S) are responsible for the premises for the full term of the lease, including all times in which occupant is absent from premises, including summer, Thanksgiving, Christmas, and spring breaks. It is the LESSEE(S) responsibility for leaving the heat turned on (at 60 degrees), leaving water dripping from faucets, and for taking other reasonable precautions to prevent freezing pipes. LESSEES(S) are also responsible for their own snow removal lawn care. This is not provided by the LESSOR. Upon termination of this lease, LESSEE(S) shall return the premises to the LESSOR in like condition, reasonable wear and tear accepted.
12. **REGULAR LESSEE(S):** Only the LESSEE(S) signing this lease agreement will reside in the unit. If any other person occupies the premise, or any part thereof without written consent from LESSOR, LESSEE(S) will pay an additional \$350.00 per month for each additional person. **OVERNIGHT GUESTS ARE NOT ALLOWED IN UNITS WITH UTILITIES PAID BY LESSOR.**
13. **PETS/ANIMALS:** Pets and/or animals may not be kept, watched, or visit on the premises for any reason! No matter how short the period of time. Any LESSEE found to have or have been **keeping any pet on the premise will automatically forfeit all security money deposited. Guests shall not be permitted to bring their pets on the premises.**
14. **DEFAULTS:** If LESSEE(S) fails to pay a required rental payment within 14 days after a written or oral notice is given by LESSOR for non-payment of rent, the LESSOR may terminate this lease agreement. LESSEE(S) shall pay, in addition to rent owed, any and all attorney fees and any other cost incurred by LESSEE(S) because of violation or default of this lease agreement by LESSEE(S).

LESSEE(S) initial    X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_

15. **ACCELERATION:** All monthly rent for the rest of the Lease term or renewal period will automatically without notice or demand (before or after acceleration) will be immediately due and delinquent if, without LESSOR'S written consent: 1. LESSEE(S) moves out, removes property in preparing to move out, or gives oral or written notice (by LESSEE(S) or any occupant) if intent to move out before lease term ends. 2. LESSEE(S) has not paid all rent for the entire Lease term. Such conduct is considered a default for which LESSOR needs to give LESSEE(S) notice. Remaining rent will also be accelerated if LESSEE(S) is judicially evicted or moves out when LESSOR demands because LESSEE(S) has defaulted.
16. **BINDING NATURE OF LEASE:** This lease is a legally binding agreement. The covenant and conditions contained in this Lease shall apply and bound the heirs, legal representatives, and assigns of the parties.
17. **RELEASE OF LESSEE:** Unless LESSOR has given LESSEE(S) a written release, LESSEE(S) will not be released from this Lease for any reason – including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of CO-LESSEE(S) or CO-MAKER, loss of employment, bad health, or death.
18. **PAYING SUMS DUE:** Payments of all sums is an independent covenant. At LESSOR'S option and without notice, LESSOR may apply money received first to LESSEE(S) nonrent obligations, then to rent regardless of notations on checks and money orders and regardless of when the obligation arises. All sums other than rent are due upon LESSOR'S demand. After due date, LESSOR does not have to accept the rent or any other payments.
19. **SEVERABILITY:** If any portion of this Lease agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforced. If a court finds any provision of this lease to be invalid, then such provision shall be deemed written, construed and enforced as so limited.
20. **INTERRUPTION OF SERVICE:** The LESSEE(S) will receive no rent deduction, nor will Lessor be liable to the Lessee(s), due to repairs or interruption of service to utilities, appliances or equipment on or about the premises or due to defects in the Premises not caused by Lessor's fault, omission, negligence or other misconduct, or due to the inability of Lessor to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto: for Lessor to stop or curtail the operation of said equipment or utilities, Lessor may do so, but in such case due diligence shall be used to complete the work.
21. **MOVE IN:** LESSEE(S) are permitted to enter, and are responsible for the unit at 12:00 p.m. on **05/15/2010**. LESSEE(S) agrees to set appointment with LESSOR within 30 days of start of this Lease to accept the keys. LESSEES(S) are urged to take possession of the unit immediately.
22. **MOVE OUT:** LESSEE(S) who want to renew their Lease or put in a Notice of Vacate, must notify LESSOR prior to **December 1, 2010, (University Prime Properties reserves the right not to renew a lease) if no notice is given, we will show the unit to perspective tenants.** LESSEE(S) will vacate, have rental ready to occupy, and return all keys to Victory Holdings by 12:00 p.m. on **05/10/2011**. **If LESSEE(S) have not removed all personal property by the above stated date and time, a \$100.00 per day rental fee will be assessed and will be deducted from the full initial security deposit, if amount goes beyond initial deposit, it will be billed to all LESSEE(S) holders.**
23. **OFFICE HOURS:** Office hours for University Prime Properties at 507 Beechurst Ave. are 9:00am to 5:00pm Monday thru Friday for the purpose of paying rent and reporting maintenance problems. You may call 304-292-9555 between the above hours, during evening hours leave a message.
24. The LESSEE(S) named on the Lease agreement are of Legal age and capable to sign this lease. The LESSEE(S) is not relying on any oral or written representation of LESSOR or Agent. The undersigned are responsible for the apartment and maintaining the terms regardless of the source of income from which rent is paid (namely parents, guardians, and family).
25. **COMMUNITY POLICIES AND PROCEDURES:** LESSEE(S) and all guests must comply with written Community Polices and Procedures, including instructions for care of Leesor's property. The Community Policies and Procedures are considered part of the Lease agreement.

**IT IS THOROUGHLY UNDERSTOOD THAT ANY LESSEE(S) NAMED ON THIS LEASE DOES NOT PAY THEIR PORTION OF THE TOTAL MONTHLY RENTAL PAYMENY, THE REMAINING LESSEE(S) ARE LIABLE FOR FULL RENTAL PYMENTS, IF THE REMAINING LESSEES DO NOT PAY THE ENTIRE MONTHLY OR YEARLY AMOUNT AND A BALANCE DUE IS LEFT AT THE END OF THE LEASE TERM, ALL LESSEES WHO SIGNED THE LEASE WILL BE HELD RESPONSIBLE FOR ANY UNPAID RENT, LATE FEES OR ANY BALANCE DUE UPON LEASE EXPIRATION.**

LESSEE(S) initial    X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_

At or before the time LESSEE(S) signs this Lease, LESSEE(S) will deposit with LESSOR a deposit in the amount of **\$650.00** as to guarantee the performance of each and every obligation and promise made by LESSEE(S) in this Lease. LESSOR shall be entitled to apply the deposit in payment for LESSEE(S) who chooses not to take possession of the apartment.

**A Security Deposit is not rent, and CANNOT be used for or applied to rent for the length of this Lease. Security Deposits are returned 60-90 days after vacating unit. And the move out check list must be followed to ensure deposit return.**

COPIES AND ATTACHMENTS: This Lease has been executed in multiple copies – one for LESSEE(S) and one for LESSOR. When an Apartment inspection Report is completed, both LESSEE(S) and LESSOR should retain a copy. The items checked below are attached to and considered part of this Lease:

- Security Policy – Attachment A
- Furniture and Fixture Addendum – Attachment B
- Disclaimer of Personal Property Liability – Attachment C
- Rules and Regulation – Attachment D
- Move out Checklist – Attachment E
- Standard Damage Charge List – Attachment F
- Drug Free Housing – Attachment G
- Collection Policy – Attachment H
- Utility Agreement – Attachment – I (If Applicable)
- Pet Addendum – Attachment J (If Applicable)

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**THIS IS A BINDING LEGAL DOCUMENT- READ CAREFULLY BEFORE SIGNING.  
LESSEE(S) IS ENTITLED TO A COPY OF THIS LEASE WHEN IT IS FULLY SIGNED.  
KEEP IT IN A SAFE PLACE**  
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**SIGNATURES**

LESSEE(S):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

**University Prime Properties  
By its authorized agent,**

\_\_\_\_\_  
(Authorized agent of LESSOR)

**UNIVERSITY PRIME PROPERTIES SECURITY POLICY**

**By signing this form, I/We acknowledge that the security policy on University Prime Properties has been read and is understood.**

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- 1) **No Representations:** Lessee(s) acknowledge that neither University Prime Properties, nor the property owner(s) have made any representations, written or oral, concerning the safety of the community and/or the effectiveness and/or operability of any security device or security measure, if any, in place.
  - 2) **No Warranty or Guarantee:** Lessee(s) acknowledge that neither University Prime Properties, nor the property owner(s), give warrant nor guarantee to the overall safety of the Lessee(s), Lessee’s family, occupants, guest, and/or invitees, against criminal or wrongful acts perpetrated by any third parties. Each Lessee(s), Lessee’s family, occupants, guest, and/or invitees are solely responsible for protecting their own person and/or property within the reasonable guidelines of what is considered legal means.
  - 3) **No reliance on security devices and/or security measures:** Lessee(s) acknowledge that any and all security devices may fail and/or be thwarted by criminals and/or persons either by electrical, mechanical, and physical means, or by malfunction and improper usage. Lessee(s) acknowledge that they should take steps and/or measures to protect themselves and their property as these devices and measures do not exist and/or are not applied by University Prime Properties, nor the owners. Lessee(s) who use a device or countermeasure must ensure that said device and countermeasure complies with all laws and regulations enforced by areas legal jurisdiction.
  - 4) **Security Services:** Lessee(s) acknowledge that University Prime Properties and its associated property owners provide a uniform SECURITY SERVICE as part of its Asset Protection Program. This service provides a Night Watchman type application and is solely responsible to provide this service to University Prime Properties. There are currently no “In-Place” security systems in, on or around apartments, dwellings, or cartilages, to include outside areas. If Lessee(s) would desire to install or place any type of system determined to provide a measure of security, they **MUST FIRST** submit to the following procedure:
    - 1.) Obtain written approval from management of University Prime Properties.
    - 2.) Submit to the same management stated above, what type device that will be installed, and who will be installing the device.
    - 3.) Lessee(s) accepts total responsibility with reference to cost of device, installation, maintenance, and removal of said device upon termination of the lease for property where the device was installed.

**Failure to comply with any of the procedures listed above will result in University Prime Properties removing any devise at the expense of the Lessee(s).**

\_\_\_\_\_  
Lessee(s) Date

\_\_\_\_\_  
Lessee(s) Date

\_\_\_\_\_  
Lessee(s) Date

\_\_\_\_\_  
Owner/Agent Date

FURNITURE AND FIXTURES REQUEST

By signing below, I/WE acknowledge that I/WE are leasing an UNFURNISHED RENTAL UNIT. I/WE have requested the furnishings below and understand that they are only provided as a courtesy and are based on availability.

Furniture, Fixtures, Appliances and personal property on leased premises for Lessee(s) use:

1. Refrigerator
2. STOVE
- 3.
- 4.
- 5.
- 6.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By: University Prime Properties: \_\_\_\_\_

Lessee(s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

DISCLAIMER OF PERSONAL PROPERTY LIABILITY

UNIVERSITY PRIME PROPERTIES and the Owners of PROPERTY ADDRESS HERE,  
Hereby notify all Lessees that we are **NOT** responsible for the loss of or damage to any personal possessions or property. Such items are **NOT** covered by the Owners or University Prime Properties insurance. Insurance of personal property is solely the Lessee's responsibility.

The following are some examples of incidents in which University Prime Properties and/or Owner's insurance coverage will not extend to the Lessee's belongings:

- Burglary – should your rental unit be burglarized and some or all of your possessions are stolen.
- Water Damage – if a water line broke in your rental unit or other rental units in the building, ruining your rental unit and you're Possessions, or just your possessions, University Prime Properties/Owners insurance would cover damages to the building only, but **NOT** your possessions or personal property.
- Fire – in the instance of a fire, again the insurance of University Prime Properties/Owners insurance would only cover the building, **NOT** your personal property or possessions.

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I/WE have read this statement and acknowledge receipt of this information by signature below:

LESSEE: \_\_\_\_\_

DATE: \_\_\_\_\_

LESSEE: \_\_\_\_\_

LESSEE: \_\_\_\_\_

\_\_\_\_\_  
(Authorized agent for owner)

LESSEE: \_\_\_\_\_

**RULES AND REGULATIONS**

Welcome and thank you for choosing us for your new home. The following rules and regulations have been designed with your comfort and convenience in mind. Please keep in mind that these rules **are considered part of your lease agreement** and must be followed by all Tenants and guest.

**MAINTENANCE TIPS**

In case of a power failure, if you can, please check the circuit breaker inside before reporting it to the office.

Please use a cutting board rather than chopping and cutting on the kitchen counter tops.

**Plumbing:** It is required that all tenants keep on hand a household plunger to be used for sewage stoppage. There will be a \$25.00 charge anytime maintenance has to come out for a plumbing problem that requires simply plunging. If you have a draining problem and AFTER using the plunger, you are unable to correct it, call the office.

**DO NOT** put paper towels, sanitary napkins, tampons and/or Q-tips in the toilet. If upon repairs from maintenance these items are found to be the problem, you will be charged accordingly for the repairs. We do have garbage disposals in any of our units; please make sure you only put liquids down the drains, no grease, food, or oils. If these items are found to be the problem with your plumbing, you will be charged for repairs.

**MISCELLANEOUS INFORMATION**

Please notify the office of any burned out exterior lights in common areas; we will replace any light bulbs that are burnt out in your apartment if you cannot reach them, although you must supply the light bulb.

No modifications of the apartment walls, shelves, or closets may be made.

Due to fire codes, the utility closets are **NOT** to be used as storage.

Charcoal or gas grills are not permitted.

Group alcohol parties are **STRICTLY PROHIBITED** in the building units, hallways, decks, or parking lots. If management witnesses any parties and/or receives more than 3 complaints, this is considered a violation of your lease agreement and grounds for eviction. Any damages to premises or property of University Prime Properties caused by Tenants and/or guest as a result of a group alcohol party, the Tenants will be solely responsible to pay for those damages.

You must use power strips only for additional outlets, extension cords are not permitted. This is required by the City Code Enforcement, if you fail to comply, you can be ticketed and fined.

**No candle burning.**

The move out checklist must be followed completely (unless otherwise written by owner or manager only). All carpets in the unit must be professionally steamed cleaned by an authorized business (unless otherwise written by owner or manager only).

All garbage must be placed in a suitable, non-leaking, enclosed container and placed, **NOT THROWN** in the garbage dumpsters if provided.

Any Tenants who has garbage of any type in or on the decks, hallways, or any common area, will be charged a fee of \$25.00 per item, if maintenance removes them.

We will not tolerate garbage of any kind being left inside or outside of apartments or buildings. All Tenants are responsible for the cleanliness of apartments and common areas; we will give you three (3) days to clean it or will have it cleaned to our satisfaction at **YOUR** Expense.

No items are to be stored or draped over balconies or decks as to view from the exterior.

All drapes shall be white or off white from the outside exposure. No towels of any sort may be used for window coverings. We do not provide window coverings, if they are there upon move in, they are to stay with the apartment. If you provide your own coverings, you may take them with you upon lease expiration.

**We do not replace screens**, if you find that your unit is missing a screen, please write it down on your move in inspection sheet, you may purchase replacement screens and take them with you when you move out.

### **KEYS**

Management must approve of any change of locks. In case of emergency, it is necessary for management to have a key to any addition or replacement locks that were not originally provided upon move. It is imperative that we have access to your unit in order to perform routine work and handle emergency situations.

There will be a charge for any lock that needs to be changed for any reason. FEE \$55.00

If you lock yourself out of your apartment during office hours, there is no charge to borrow a key; it must be returned immediately, if not returned at all, there will be a \$50.00 charge. However, if you are locked out after office hours, there is a \$45.00 charge for any person to come out and let you into your unit. The fee must be paid in cash to the person who arrives before they will let you into your door. Photo ID required and only persons who signed the lease will be let in. **NO EXCEPTIONS.** We do not have to come for a lock out; it is at our discretion and is a courtesy.

The owner is not responsible for loss due to fire and/or theft or other injuries incurred by a Tenant or his/her guest. **THE TENANTS ARE RESPONSIBLE FOR SECURING ADEQUATE INSURANCE FOR PERSONAL PROPERTY AND LIABILITY.**

### **PARKING**

You must own a vehicle to obtain a Parking Permit. You must register your vehicle with the office in order to avoid being towed at owner's expense. **WE DO NOT HAVE VISITOR PARKING.** Vehicles without current inspection stickers and license plates, abandoned or inoperable vehicles will be towed at owner's expense. It is your responsibility to notify the office if you change your vehicle and must purchase a new sticker, the cost is \$25.00 and return your old sticker to the office.

**PARKING PERMITS ARE \$200.00 PER VEHICLE.** You must be a signer on the lease to obtain a parking permit.

**No exceptions to this rule!**

Owners are not responsible for any damage to a vehicle in any parking lot, park at your own risk. Parking own Owner's property is a privilege and is not a guaranteed right. It can be revoked at the discretion the owner at any time.

If for any reason you no longer require a parking space, there is **NO** refund on money already paid.

### **PENALTIES FOR EARLY LEASE TERMINATION**

As of January 1, 2004 the procedure for early lease termination is:

**Management MUST approve.**

A thirty (30) day written notice required.

Your whole security deposit is forfeited.

Penalty equal to TWO (2) TIMES THE MONTHLY RENT in paragraph 2 of your lease agreement must be paid prior to vacating.

Any and all concessions for any reason must be paid back in full prior to vacating.

If these are not met, we will pursue the full amount of the lease agreement against all Lease holders.

This is only a valid choice if all Lessees move out before expiration of the original lease agreement; any person may sublease if they choose.

Tenants will be financially responsible for any damage to the apartment, furniture, appliances, building, grounds, or any other property belonging to the Owner caused by acts on the part of the Tenant or Tenants guests or invitees.

Tenants shall also be responsible for any damage to the dwelling beneath caused by over-flow from toilet, sink, shower/tub or refrigerator drains or plumbing due to Tenant's negligence.

### **EMERGENCY CALLS**

Emergency matters will receive our prompt handling, we ask your assistance in one respect where the matter is not an emergency in nature, we would appreciate you bringing the problem to our attention during office hours, Monday-Friday: 9-5

**OFFICE NUMBER 304-292-9555 (after hours follow instructions on voice mail)**

We invite you to call the office whenever you have a maintenance or related problem. Our intention is to handle all matters that you bring to our attention on the day of the call. Sometimes, as you will understand, this is not always possible.

**MOVE OUT CHECKLIST FOR ALL PROPERTIES**

We'd like to assure that your full Security Deposit is returned after you move. Please follow the guidelines below and we will return your security deposit 60-90 days after vacating.

1. Empty and clean closets, cupboards and any storage area.
2. Clean all kitchen appliances, inside and outside, and behind and under appliances.
3. Clean floors, walls, windows, ceilings, and woodwork and leave in good condition.
4. Vacuum and have carpet professionally cleaned, and bring management a receipt.
5. Remove all trash and put in appropriate dumpster.
6. Replace any light bulbs that are burnt out or missing.
7. Be certain that all rent and related charges are paid and account is correct.
8. Leave your forwarding address, in writing with Management.
9. All apartment and mailbox keys returned to the office.
10. All receipts returned to the office

Should any of the following items be missing, damaged, or inoperative, our standard replacement will be charged to you.

- |                                |   |
|--------------------------------|---|
| * Light bulbs                  | * Shelves for refrigerator, range, med. Cabinet |
| * Light fixtures               | * Refrigerator ice cube trays, butter dish      |
| * Windows and screens          | * Range burners, drip pans, broiler pan         |
| * Any doors                    | * Sink stoppers                                 |
| *Carpeting and floor coverings | * other specified items                         |

If cleaning the apartment is necessary, there will be extra charges deducted from your security deposit. The prices listed on the "Standard Damage Charge List" are a guideline and are subject to change without notice. We will provide you with an itemized list of deductions. Any charges not covered after deduction from security deposit will be billed directly to the Lessee(s), if there is a balance due, the responsible person(s) will have 30 days to pay the entire balance before it is turned over to a private company for collection.

Thank you for your cooperation in helping us make sure your apartment is in shape for its new tenants. They will appreciate its clean; move in condition as much as you did.

X \_\_\_\_\_  
initial

X \_\_\_\_\_  
initial

X \_\_\_\_\_  
initial

X \_\_\_\_\_  
initial

**Standard Damage Charge List**

**Cost for Cleaning, Repairs & Damages**

- 1. Run Sweeper .....\$10.00 per room
- 2. Mop Floors .....\$15.00 per room
- 3. Vacuum Furniture .....\$10.00 per item
- 4. Dust Furniture .....\$5.00 per item
- 5. Wipe Walls .....\$15.00 per hour
- 6. Paint Walls .....\$25.00 per hour
- 7. Clean Stove .....\$35.00 per unit
- 8. Clean Fridge .....\$25.00 per unit
- 9. Clean Microwave .....\$10.00 per unit
- 10. Clean Dishwasher .....\$20.00 per unit
- 11. General Repairs .....\$25.00 per hour
- 12. Clean Tub/Shower .....\$25.00 per unit
- 13. General Cleaning .....\$17.00 per hour
- 14. Clean Sink .....\$10.00 per unit
- 15. Garbage Removal .....\$25.00 per bag/item
- 16. Carpet Cleaning ..... Per Contract
- 17. All Keys not Returned .....\$35.00 per set

**Damaged or Missing Furniture**

- Couch or Love Seat .....\$300.00 per item
- Chair .....\$150.00 per item
- Coffee Table .....\$75.00 per item
- End Table .....\$50.00 per item
- Desk .....\$100.00 per item
- Dresser/Chest .....\$150.00 per item
- Kitchen Table .....\$150
- Kitchen Chair .....\$50.00 per item
- Mattress .....\$150.00 per item
- Box Spring .....\$100.00 per item
- Microwave .....\$100.00 per item

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Lessee	Date	Lessee	Date
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Lessee	Date	Lessee	Date
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**COLLECTION POLICY**

1. Your rent is due on the 15th of each month.
2. A grace period of THREE(3) days are as follows:  
  
Rent due on the 1<sup>st</sup> – rent is late on the 4<sup>th</sup> of each month.  
Rent due on the 15<sup>th</sup> – rent is late on the 19<sup>th</sup> of each month.  
(It does not matter what day of the week this date falls on)
3. If rent has not been received by or on the 3<sup>rd</sup> day, a late fee of \$50.00 will be applied, due and payable, no exceptions.  
Late Fees are applied to each person on the lease who is late
4. Any account with a balance due of \$100.00 or more for any reason, will have a late fee applied to the account.
5. If rental payments are mailed or placed in the outside drop box, we post them to accounts on the day we receive them, not the postmark or date written on the check or money order.
6. You will receive 1 late notice, if no rent has been received by the 7<sup>th</sup> day of the notice, we will start eviction proceedings.
7. Please remember, that any person who is late and does not pay the late fee, the fee is applied to the account balance of the apartment.

All Lessee(s) responsible for any balance due, regardless of who is responsible for those charges or fees applied to the unit.

8. Late fees can not be waived for any reason. Please don't ask.  
I/WE understand and accept this collection policy set forth by University Prime Properties.

_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date

\_\_\_\_\_  
Authorized agent for Owner

*This and the next 3 pages are only applicable in certain leasing scenarios. If a unit has all utilities included, this attachment will not be included. Alike, if the apartment is not pet friendly, the pet addendum will not be added to the lease.*

**UTILITY AGREEMENT**

Apartment 555-5

I/WE

**YOUR NAME HERE**

Shall assume all electric, water, and gas service in my/our name on this day

5/15/2010, and throughout my/our residency at this service address

614 6<sup>th</sup> St. Apt 101.

I/WE also realize that if N/A is at any time transferred into University Prime Properties name while I/WE are still in possession of this apartment, it will be disconnected without notice and I/WE will be responsible for any balance due on this unit. Basic Cable and Internet are included with no charge.

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

**PET ADDENDUM**

THIS AGREEMENT is attached to and made a part of the Residential Lease Agreement dated March 26, 20 10 by and between University Prime Properties (Landlord), and YOUR NAME HERE (Tenant), for the Property located at PROPERTY ADDRESS.

Tenant desires to keep a certain pet described below on the Property and the Residential Lease Agreement specifically prohibits allowing pets on the Property. the Residential Lease Agreement is hereby amended by this Pet Addendum to grant such permission to the Tenant. In exchange for this permission, the Tenant agrees as follows:

1. To deposit with the Landlord a "Non-refundable Pet Deposit" in the amount of \$250.00 which shall be held as security for the faithful performance of this pet Agreement.
2. To keep the pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet.
3. To keep the pet from damaging any property belonging to the Landlord or others.
4. To immediately pay for any injury, damage, loss, or expense caused by the pet (In this regard, it is expressly understood that at no time shall the Tenant apply any part of the Pet Deposit towards such amounts due, but rather, the Tenant shall make restitution immediately and separately from the Pet Deposit.
5. To keep the pet under control at all times.
6. To keep the pet restrained, but not tethered, when it is outside of the dwelling.
7. Not to leave the pet unattended for any unreasonable periods.
8. To hold the Landlord harmless from all liability arising from the Tenant's ownership or keeping of the pet, including but not limited to any liability resulting from the Landlord turning said pet over to local pet policing authorities should the pet be found unsupervised.
9. To dispose of the pet's droppings properly and quickly.
10. To provide to the Landlord a picture of the above named pet.
11. To insure that pet will wear the appropriate Local Animal License, a valid Rabies Tag and tag bearing the owners name and phone number. All licenses and tags must be kept current.
12. To provide the Landlord with evidence from the Veterinarian that all necessary shots are current and that the pet does not display a tendency to be aggressive or harmful.
13. Tenant agrees to control flea infestation and will exterminate if necessary, and upon demand, in any and all areas affected with full cost to be paid by tenant.
14. Tenant agrees that Landlord will not be responsible for the injury, harm, or death of the animal, and agrees to hold Landlord harmless for any damages suffered as a result of any harm caused on the animal or by the animal upon another person, guest or employee. Tenant shall be responsible for the entire amount of all damages caused by the pet as well as the entire amount of any injury to individuals or property. Tenant is encouraged to obtain a Pet Liability Policy that can be added as a rider to most renter insurance policies.
15. Pet must be spayed/neutered/declawed.
16. Pet shall not create any conflict or disturbance with others and will not threaten any physical harm to anyone.

The permission granted in this Pet Addendum shall be limited to a certain pet named FIDO and described as follows:

Type of Pet: Dog Breed: POODLE Color: Brown

Full-grown Weight: 35lbs Full-grown Height: 2ft

Age: 4yrs Sex: Male Neutered: ~~Yes~~ No Declawed: Yes No

Should the Tenant fail to comply with any part of this Pet Agreement, the Landlord reserves the right to revoke permission to keep the pet- In such event, the Tenant agrees to permanently remove the pet from the Property within 48 hours of receiving written notice thereof from the Landlord; failure to comply with same shall be grounds for immediate termination of the Residential Lease Agreement.

I ACCEPT FINANCIAL RESPONSIBILITY FOR THE ENTIRE AMOUNT OF ANY DAMAGES OR INJURY TO PERSONS OR PROPERTY THAT MAY OCCUR BECAUSE OF MY PET. I UNDERSTAND THAT VIOLATIONS OF ANY OF THESE RULES MAY BE GROUNDS FOR REMOVAL OF MY PET AND/OR TERMINATION OF MY TENANCY;

\_\_\_\_\_  
Lessee                                  Date                                  Lessee                                  Date

\_\_\_\_\_  
Lessee                                  Date                                  Lessee                                  Date

\_\_\_\_\_  
Authorized agent for Owner