

# LEASE CONTRACT : Address here , Morgantown Wv 9.28.18

THIS CONTRACT made and entered into this **29<sup>th</sup> day of November 2018** by and between **BLUE SKY REALTY LLC**, hereinafter called LESSOR, and **Insert Names here hereinafter** referred LESSEE(S).

***In consideration of the independent covenants hereinafter expressed, the parties hereto agree as follows:***

**1. LEASE TERM:** The Lessor hereby lets to the Lessee(s) listed on the signature page(s) that certain dwelling named above, for a term of twelve (12) months, commencing at 12:01p.m. on the **20<sup>th</sup> day of May 2019** and ending at noon on the **10<sup>th</sup> day of May 2020**. Said dwelling to be used only as a residence and only by those persons (lessees) who have signed this contract document.

**2. RENT:** The Lessee(s) hereby covenant and agree to pay the Lessor rent in the amount of **\$0000.00, if paid in advance each and every month by the due date of the 20<sup>th</sup> in the form of cash, or personal check.** Credit cards or online payments may be used additional fees of up to 5% may apply. A Ten (10%) percent fee for late payment and an additional \$10.00 fee for each day beyond the first day full payment is due up to the maximum allowed by law may be assessed. All fees shall be considered additional rent and may be deducted from any prior deposits. The total number of monthly payments under this lease is **twelve**. The non-refundable reservation deposit, paid at the signing of this lease shall also act as a security, cleaning and damage offset. **The full first month's dwelling rent payment is required ten (10) days in advance of any move-in by any and all lessees.** Lessee(s) acknowledge they are jointly and severally liable for all rents, fees, and deposits due.

**3. PETS:** PETS ARE NOT PERMITTED. LESSEE(S) UNDERSTAND THAT IF UNAUTHORIZED PETS ARE FOUND IN DWELLING, ALL PRIOR DEPOSITS ON DWELLING SHALL BE FORFITED AND MUST BE IMMEDIATELY REPLENISHED. THEY WILL BE CONSIDERED AS ADDITIONAL RENT.

**4. LESSEE ASSIGNMENT:** Lessee(s) shall not assign or sublet this lease without the prior written consent of the Lessor. If the Lessee(s) assigns or sublets without permission, the assignment is void. At the Lessor's option, the Lessor's remedies against the assignee(s) or sub lessee(s) shall be that only three (3) days' notice will be required to evict said assignees or sub lessee(s).

**5. LESSEE RENT LIABILITY:** If rent becomes due and is unpaid, or if the Lessee(s) breaches any other covenant of this lease, the Lessor shall have any remedy the law allows including but not limited to any one or all of the following non-exclusive remedies as the Lessor may choose: evict the Lessee(s); or change all door locks; or re-enter and recover possession of said dwelling, removing all persons and property there from, including removal of vehicle permits if any, and retaining all property therein until the Lessee(s) compensate the Lessor for damages suffered. If the Lessee(s) does not compensate the Lessor within 30 days from rent due date, then the Lessor may sell as much property as necessary to compensate Lessor for damages he suffers with the remaining property, if any, to be returned to the Lessee(s) or other rightful owner of said property if the aforementioned so demands within 30 days after said sale. Lessee(s) agrees not to hold Lessor liable under any cause of action to the Lessee(s) for direct, indirect, consequential, or other damages the Lessee(s) suffers as a result of Lessor's use of the aforementioned remedies or any others. Rents received by Lessor, if any, in re-letting (if Lessor so chooses) said unit will apply first to payment of expenses Lessor incurs in regaining possession and re-letting same. Remaining rents, if any, shall be applied according to Covenant 19 (a), (b), (c), and (d). Credit will be given for any funds retained under Covenant 19. The Lessor shall retain any rents received by the Lessor in re-letting.

Whichever remedy(s) Lessor chooses, **Lessee(s) shall remain jointly and severally liable** for all expenses incurred in enforcing that remedy (including but not limited to cleaning and repair expenses, advertising expense, and reasonable expenses for the time Lessor spends enforcing liability for rental payments and damages due the Lessor because of breach of this lease, if any. Lessor's remedies under this lease are cumulative and not exclusive of each other or those provided for by the laws of the State of West Virginia. Use of one remedy shall not cause the Lessor to lose any other remedy provided for either by election, waiver, or

any other legal theory. In addition to the aforementioned remedies, if rent is in arrears, Lessor may require that all rents due over the entire term of this lease be immediately paid.

**6. ABANDONED PERSONAL PROPERTY:** Any and all property or material Lessee(s) leaves at the aforementioned dwelling when vacated or upon the termination of this lease shall be considered abandoned trash and disposed of by Lessor. Charges for removal may be withheld from any security/damage deposit.

**7. LESSEE(S) INSPECTION:** Lessee(s) acknowledges he/she has fully inspected the property leased hereunder, all walkways, and steps thereto, and all other property that the lessee(s) may use before executing this lease and has relied solely on his or her own judgment, it's fitness for lessee(s) particular use. Lessee(s) further acknowledges that said dwelling, and furnishings therein, walkways and steps thereto and all other property that may be used by the Lessee(s) are in good condition and adequate for Lessee(s) purposes. Lessee(s) upon lease start date shall additionally inspect the dwelling and record in writing as attachment "A" to this lease any and all damages. Lessee has seventy-two hours (72) from date of his or her lease period start date to add written comments to attachment "A" and deliver same to Lessor. Thereafter lessee(s) agree that any and all non-listed damages of any kind are the responsibility of the lessee(s). Attachment "A" shall be made a part of this contract.

**8. LESSOR ASSIGNMENT:** All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, with or without notice to the Lessee(s) but subject to the Lessee(s) rights under this lease.

**9. LESSOR ACCESS:** Lessor, its assigns, agents or employees shall, at all reasonable times, have access to the property for the purpose of inspecting it, assuring compliance with the lease, providing maintenance, or showing prospective new tenants the property. Lessee(s) shall make said dwelling available for such purposes. **No locks shall be changed or installed on any doors without prior written authorization of the Lessor.**

**10. UTILITIES:** Lessee(s) shall be responsible for registering and obtaining any utility services **not** supplied as part of the rent, such as: television cable, or internet service. Lessor includes USUAL AND CUSTOMARY monthly gas, water, and electric services. Lessee(s) SHALL be held responsible for payment of excessive use of such utilities, such as failure to report water leakage 'run-off' from toilets or other such conditions which lessee(s) should otherwise be aware of as a tenant. Lessor shall be the sole judge of Lessee(s) negligence in doing so. Lessor is not responsible for partial or total disruption or inadequacy of utilities or their services nor for damages, direct, indirect, consequential or otherwise, resulting partially or totally therefrom, due to Acts of God, national emergency, weather, ground or facilities conditions or other problems or crisis that is a partial or total cause of said disruption or inadequacy, nor will Lessee(s) be entitled to any rent refund for said disruption or inadequacy. **A onetime trash fee of \$100 for year per lessee shall be due with first month's rent.**

**11. QUIET ENJOYMENT:** Lessee(s) agree not to use said unit for any unlawful or immoral purposes, nor violate therein any laws. Lessee(s) further agree(s) not to disturb other tenants'/ or neighbors' quiet enjoyment. This covenant includes but is not limited to playing music unreasonably loud, doing any other act which unreasonably disturbs other tenants' or neighbors' enjoyment. The Lessor shall be sole judge as to whether an occurrence unreasonably disturbs other tenants'/neighbors' quiet enjoyment.

**12. PROHIBITED:** a. **beer kegs, dart boards, candle burning, or stepping onto any roof; or unauthorized installation of personal locks on any door.** b. **barbeque type devices within four (4) feet of any dwelling walls or deck railing.** c. **furniture manufactured for interior use, on porches, decks, or yards.** d. **tampering with exits, or fire alarm and Carbon- monoxide detection devices. Lessee(s) agree to pay a fee of \$100.00 for each of these violations upon demand of Lessor who shall solely define such violation. Lessor's response to such violations on weekends and holidays, or after 5:00 p.m. on weekdays shall be double such fees. Fees shall be considered additional rent. Lessor provides white**

**window blinds on all windows. Lessee agrees not to display any other item in windows visible from street.**

**13. LESSEE(S) TERMINATION OF LEASE:** Lessee(s) unless liable, may terminate this lease prior to the end of the term if the aforementioned dwelling is substantially damaged by fire, storm, or any other suddenly occurring Act of God, such that it is no longer useable and cannot be charged rent during the time necessary to repair premises and render them habitable.

**14. INSURANCE OF CONTENTS: Lessee(s) is encouraged to acquire Renters Insurance. Lessee(s) assumes all responsibility for insuring all personal items of said dwelling,** which he/she has brought onto the premises. Lessee(s) acknowledge their sole responsibility for their possessions and that the Lessor's insurance does not cover the Lessee(s)' possessions.

**15. LESSEE(S) ADDITIONAL RESPONSIBILITIES:** Lessee(s) agree: not to remove Lessors furnishings or permit the woodwork, floors, windows, walls or any furniture, fixtures or furnishings contained therein or any other property including the dwelling to be damaged or depreciated in any manner, excepting normal wear and tear, and to immediately pay for any loss, breakage, or damage thereto (this includes but is not limited to driving nails or screws into the dwelling or marking or painting any part of the dwelling). Lessee(s) further agrees to place garbage regularly in required containers and to place said containers in the appropriate designated area for pickup, and to keep the property on which the aforementioned dwelling is situated clean, orderly and free of litter; and to prevent the placement of **any item in toilets other than toilet tissue and human waste.** Lessee(s) is responsible for: damage done by anyone who enters onto the Lessor's property because of the Lessee(s); to keep walkways and driveways clear of snow and ice; to assume all responsibility for injuries to Lessee(s), guests, friends, relatives, or anyone who enters upon the Lessor's property because of the Lessee(s) and for damage to property belonging to the aforementioned persons and for any consequential or other damages resulting from said injuries or damages and not to hold Lessor liable. Lessee(s) shall not make any alterations, additions, or improvements, without Lessor's written consent, nor permit any act or thing deemed hazardous to be upon the Lessor's property. This shall include but is not limited to waterbeds and fire hazards such as candle burning or the storage of flammable material. Further, Lessee(s) understands and accepts responsibility for assuring the dryer lint filter and exhaust line is free and clear from end to end of any material which may cause a fire.

**16. NOTICE:** Service of all notices by the Lessor to Lessee(s) shall be sufficient if mailed, emailed, given personally, or affixed to the entrance door of the Lessee(s) dwelling. Services of all notices to the Lessor shall be sufficient if given personally to the Lessor or mailed by certified mail and shall run from that day. If the Lessee(s) disputes receiving notice he shall bear the burden of so proving.

**17. MAINTENANCE:** Lessor will provide for the maintenance of structure and its' installed equipment in a safe and workable condition during the term of this lease, excepting any damages resulting from negligence or misuse by Lessee(s). The Lessee **shall not make repairs or paint** without the written approval of the Lessor.

**18. EVICTION:** The Lessee(s) agree that if he or she breaches any one of the Covenants: 1, or 2, the Lessor may, at his option, evict the Lessee(s) by delivering to Lessee(s) notice to vacate the premises within 5 days. Upon breach of any other covenant the Lessor may evict the Lessee(s) by giving the Lessee(s) (10) ten days from the date of notice to evict. Posting on door constitutes notice. The sole purpose of this covenant is to determine notice periods. It in no way restricts the Lessor's remedies to eviction.

**19. DEPOSIT RETURN:** The security, cleaning and damage sum that Lessee paid upon execution of this lease may be held until 45 days after termination of lease period to allow time for lessor to determine damages and repair expenses due. Lessor shall not be responsible for paying interest on said security deposit during any time it is held. Lessee **MUST** provide mailing address upon vacating in order for refund to be mailed. This

fund is to remain in toto with the Lessor for the entire term of this lease. **Lessee(s) shall not consider this as a set-off against any rent payment due at the end of this lease** or any other purpose except to offset damages, fees or expenses Lessor may suffer. In the event Lessee(s) breach this lease, the fund will first be applied to expenses Lessor incurs in enforcing his remedies under this lease:

- a. In the event that the leased premises are not left in a clean and orderly condition at the expiration of this lease, or at the time the Lessee(s) quit the premises, the cost of such cleaning if any, may be retained by the Lessor to cover cleaning costs. Cleaning instructions are found at the end of section 21;
- b. In the event that the leased premises are damaged in any way, except for normal wear and tear, Lessor may retain from the remainder of said funds, if any, an amount sufficient to repair said damages. If the cost of repair is greater than the amount of funds available for retention, the retention of said funds will in no way restrict the right of the Lessor to bring legal proceedings or to make charges for the damages not so covered;
- c. In the event that the Lessee(s) fail to make all rental payments or quits/abandons the premises before the termination of this lease, the Lessor may retain the remainder of said funds, if any, towards compensation for damages for such failure or refusal to perform;
- d. In the event the Lessee(s) breach any other covenant, Lessor shall retain an amount of the remainder of said funds, if any, to compensate Lessor for actual damages suffered. No part of this covenant or lease limits Lessee(s)' liability from damages that he or she causes and would otherwise is liable.

If Lessor's damages exceed the sum retained, Lessee(s) will be given credit for such funds so retained as an offset against total damages suffered by the Lessor in the event of subsequent charges or legal proceedings.

**20.** THIS LEASE CONSTITUTES THE ENTIRE, FINAL UNDERSTANDING OF THE PARTIES AND SHALL NOT BE MODIFIED OR AMENDED EXCEPT BY A SUPPLEMENTARY AGREEMENT IN WRITING AND SIGNED BY BOTH PARTIES: EXCEPT THAT THE DAMAGE LIST AS PROVIDED FOR IN COVENANT SEVEN (7) SHALL BE INCORPORATED INTO THIS LEASE IF PROVIDED BY LESSEE. NO AGENT IN ANY CAPACITY IS AUTHORIZED TO MAKE ANY ORAL MODIFICATION OR WAIVER OF ANY PART OF THIS LEASE. The failure of the Lessor to exercise the rights granted hereunder shall not constitute a waiver of the same, nor cause Lessor to lose said rights in any other manner. If any section, clause, paragraph, sentence or other part of this lease agreement is declared by law to be unconstitutional or illegal or invalid, it shall be severed and the remaining provisions shall remain in full force and effect as if the aforementioned provisions never existed at the Lessor's option.

### **21. Key return, and Cleaning required upon lease termination:**

1. Thoroughly clean oven and range.
2. Defrost and clean refrigerator interior and exterior.
3. Wipe out all shelves and drawers.
4. Clean all interior window surfaces.
5. Steam clean all carpets.
6. Wash baseboard, doors, and trim.
7. Wash cabinet exterior surfaces, all countertops and all sinks.
8. Scrub clean all bathtubs, showers and commode surfaces with non-abrasive cleaner.
9. Bag and remove all rubbish and belongings to appropriate street designated trash containers.
10. **All entrance door lock keys must be returned to office prior to leaving town.** Bedroom locks must be left in the bedroom door lock. Failure will result in charges for lock replacement.

**Avoid late fees by depositing in office door slot at: 411 Beverly Av. Suite 1, Morgantown WV 26505 or by mailing to same address 5 days in advance to arrive by due date.**

**SIGN ONLY AFTER YOU HAVE READ THIS DOCUMENT AND UNDERSTAND ALL OF ITS CONTENTS.**

(Signature page1)

\_\_\_\_\_  
**PRINT Full Name**                      **PRINT Full Name**                      **PRINT Full Name**                      **PRINT Full Name**

\_\_\_\_\_  
**Phone # / Drivers Lic. #**      **Phone # / Drivers Lic. #**      **Phone # / Drivers Lic.#**      **Phone # / Drivers Lic. #**

\_\_\_\_\_  
**Home Street Address**                      **Home Street Address**                      **Home Street Address**                      **Home Street Address**

\_\_\_\_\_  
**Home City, State, Zip**                      **Home City, State, Zip**                      **Home City, State, Zip**                      **Home City, State, Zip**

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**Emergency No. of Relative**                      **Emergency No. of Relative**                      **Emergency No. of Relative**                      **Emergency No. of Relative**

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**Lessee Signature**                      **Lessee Signature**                      **Lessee Signature**                      **Lessee Signature**

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**E-mail (PRINT CLEARLY)**                      **E-mail (PRINT CLEARLY)**                      **E-mail (PRINT CLEARLY)**                      **E-mail (PRINT CLEARLY)**

**Blue Sky Realty, LLC accepts Visa, Master, and Discover cards for a fee. By providing the following data you authorize us to charge your credit card any amounts legally due and unpaid under this contract following your rent due date.**

\_\_\_\_\_  
Card name / number / Exp. date      Card name / number /Exp. date      Card name / number /Exp. date      Card name / number/Exp. date

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Reverse side 3-4 digit security #      Reverse side 3-4 digit security #      Reverse side 3-4 digit security #      Reverse side 3-4 digit security #

I hereby permit Blue Sky Realty, LLC to charge my credit card listed above for any unpaid rent amounts due as stated in this lease by affixing my signature below.

\_\_\_\_\_  
Card Authorized Signature      Card Authorized Signature      Card Authorized Signature      Card Athorized Signature

**Lessor Authorized Signature:** \_\_\_\_\_

**Blue Sky Realty, LLC**

**Mail rent to: 411 Beverly Av. Suite 1, Morgantown WV 26505, or deposit in office mail slot to arrive by due date.**

**Please email [rent1now@blueskywv.com](mailto:rent1now@blueskywv.com) for issues regarding your dwelling. Office hours are: M-F, 9 am to 5 pm.**

**Please: Only URGENT or EMERGENT issues after 5pm.**

**Call 304-292-7990**

**SIGN ONLY AFTER YOU HAVE READ THIS DOCUMENT AND UNDERSTAND ALL OF ITS CONTENTS.**

(Signature page 2 of 2)

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**Blue Sky Realty, LLC accepts Visa, Master, and Discover cards for a fee. By providing the following data you authorize us to charge your credit card any amounts legally due and unpaid under this contract following your rent due date.**

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Card name / number / Exp. date

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**I hereby permit Blue Sky Realty, LLC to charge my credit card listed above for any unpaid rent amounts due as stated in this lease by affixing my signature below.**

\_\_\_\_\_  
Card Authorized Signature

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Card Authorized Signature

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Card Authorized Signature

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Card Authorized Signature

Lessor Authorized Signature: \_\_\_\_\_

*Blue Sky Realty, LLC*

***Mail rent to: 411 Beverly Av. Suite 1, Morgantown WV 26505 or deposit in office mail slot to arrive by due date.***

**Please email [rent1now@blueskywv.com](mailto:rent1now@blueskywv.com) for issues regarding your dwelling. Office hours M-F, 9 am - 5 pm.**

***PLEASE: Only URGENT OR EMERGENT issues after 5 pm.***

**Call 304-292-7990**