



returned to the Lessee(s) upon the expiration of the term should all rent be paid, no damages incurred, the vacated premises is clean, and keys returned.

Security deposits will be returned within forty-five (45) days once the premises are vacated, keys returned, and inspection completed for damages and cleanliness. If repairs or cleaning are needed, an itemized statement of the deductions from the security deposit will be tendered upon request.

7. It is understood, between the parties, that in the event this Lease is canceled prior to the actual starting date of the lease, that the entire security deposit is to be used, retained, and applied by Bel-Cross Properties, as liquidated damages in the re-renting of the premises. Lease cancellations must be in writing, signed and dated by the Lessee(s) listed on the lease, and presented in person to the Lessor (Lessor's Agent) by \_\_\_\_\_, which is at least thirty (30) days prior to the lease starting. Within the thirty (30) days prior to the lease starting and once the lease starts it cannot be canceled and the Lessee(s) will be bound by the terms and conditions set forth herein. It is further understood by the above named that under these circumstances, this deposit WILL NOT be refunded in any part to them. Furthermore, it is understood the deposit will not be refunded in any part if false or misleading information is provided on the rental application.
8. Lessee(s) shall not suffer or permit radios, stereos, television sets, or other sound emission devices on the leased premises to disturb the neighborhood or other occupants of the building containing said leased premises at any time and further, Lessee(s) will conduct himself/herself so as not to disturb other occupants of the building.
9. Lessee(s) shall not install or maintain in the leased premises any electrical/gas device that produces and can supply heat to the premises, nor any refrigerator, dehumidifier or air conditioner without the express permission in writing first had and obtained from the Lessor, and any such permission, if granted shall be wholly and solely upon the terms specified in such agreement.

Apartments/houses in which Lessor pays electric, any air conditioner, space heater, etc. will cost the Lessee(s) an additional \_\_\_\_\_ (\$ \_\_\_\_\_) dollars per month when an air conditioner, space heater, etc. is in use.

10. The sidewalks, entryways, passages, vestibules, halls, and stairways are not to be used or obstructed for any other purpose than the egress and ingress to and from the respective rooms and apartments/houses.
11. Animals, birds, or reptiles are not permitted to be kept on the leased premises at any time. Further, should this part of the lease contract be violated in any way, Lessee(s) shall suffer termination of the lease at the discretion of the Lessor.
12. The right to free access is reserved to the Lessor and Lessor's agent and to any other person thereunto authorized by the Lessor or Lessor's agent, to inspect, repair, or exhibit said premises at all reasonable times. Lessor and Lessor's agent will make every possible effort to notify Lessee(s) prior to inspecting, repairing, or exhibiting said premises. Lessor shall keep and maintain duplicate keys to the unit leased herein.
13. Lessor shall not be liable for damage to the Lessee(s) or to any person claiming through Lessee(s) (nor shall rent be abated) for injury to person(s) or damage to or loss of property for any person acting with actual or implied permission of the Lessee(s).
14. It is agreed that if the leased premises are rendered untenable by fire or other causality, the Lessor shall have the right to elect whether to repair the property. If the Lessor elects to repair the property, Lessor shall do so within a reasonable time, and the lease shall remain in effect. If the Lessor elects not to repair the property, the lease shall be terminated and neither the Lessor nor the Lessee(s) shall be further bounded by this lease.
15. It is agreed that the Lessee(s) will be responsible for keeping said premises in a clean, safe, and tenantable condition; and will be responsible for keeping any sidewalks abutting in said premises clean and free from ice and snow and that Lessee(s) will save harmless the Lessor from any claim for loss or damage occasioned by the condition of the premises or the sidewalks abutting the same.
16. Lessee(s) agree(s) to take all precautions to prevent the water pipes in the dwelling and the plumbing therein from freezing, or being damaged, and shall be responsible for any damage to said plumbing caused by their negligence or the negligence of their guests in taking care of the same. Particular reference is made to obstructions (sanitary napkins, brushes, combs, etc.) in the sewer lines placed therein by the Lessee(s) or Lessee(s) guests.

17. Lawn and yard maintenance (line out the subparagraph that does not apply).
  - A. Lessor cuts lawn and trims shrubs on a regularly scheduled basis.
  - B. Lessee(s) are responsible for cutting the lawns/grass/yard areas, trimming the shrubs, and maintaining the yard in a neat and orderly condition.
18. Lessee(s) is/are provided a property inspection report form to be completed by the Lessee(s) and returned to the Lessor within five (5) days of occupancy of the rental unit. The property inspection report form provides the Lessor a written report by the Lessee(s) of the condition of the rental unit upon occupancy by the Lessee(s).
19. Refuse, Trash, Solid Waste: This paragraph applies to Lessee(s) irregardless of who pays the sanitation fees.
  - A. Lessee(s) Duties. Lessee(s) agree(s) to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash.
  - B. Fines and Penalties; Indemnification of Lessor. Lessee(s) shall pay all costs, expenses, fines, penalties, or damages imposed by reason of Lessee(s) failure to comply with paragraph A above and shall indemnify, defend, and hold Lessor harmless from and against any actions, claims, and suits arising from such non compliance.
20. Lessee(s) further covenants and agrees that no time will he/she use or allow to be used the rental unit for any illegal or obnoxious activities, or any activity that may constitute a nuisance, nor will Lessee(s) store within said rental unit or allow to be stored within said rental unit any illegal contraband or the fruits of any illegal activity or activities including, but not limited to, drug or narcotics paraphernalia or any materials or equipment who's sole or primary use would be the manufacture and/or storage of illegal drugs or narcotics, or any stolen property. Lessee(s) further covenants and agrees that he will indemnify and hold harmless the Landlord should any liability, civil or criminal, result from Lessee(s) breach of this covenant of the lease. Lessee(s) have signed and have been provided a copy of the lease addendum for Drug-Free Housing.
21. I/We have personally inspected the above property and accept is as is, in it present condition, and deem it fit and habitable.
22. The undersigned Lessee(s) are all jointly and severally liable for any and all rent and/or other charges incurred under the terms of this lease. Jointly and severally liable means that each person who signs the lease is individually responsible for the entire amount of any unpaid rent, late charges, and other charges incurred under the terms of this lease.
23. It is clearly understood and agreed that the terms and conditions of this Lease are mutually dependent. However, if any term or condition is found to be invalid or unenforceable, the remainder of the terms and conditions shall be valid and enforced to the fullest extent permitted by the law.
24. During the term of this Lease, Lessee(s) is/are encouraged to purchase renter's form homeowners insurance coverage providing for personal liability (bodily injury and property damage) coverage and further coverage to keep Lessee(s) personal property on and in the leased premises insured for the benefit of the Lessee(s). Lessee(s) understands and acknowledges that neither the Lessor nor property owner carries insurance coverage on Lessee(s) personal possessions.
25. Lessee is hereby notified that should they breach any condition or covenant of this Lease agreement, and should they subsequently pay rent after the breach, the acceptance of the rent by the landlord will not constitute a waiver of the landlords rights to enforce the lease agreement by evicting lessee(s) for the said breach or taking other remedies such as legal action to enforce this agreement with respect to the breach in question. You are advised that the landlord does not waive a breach of the lease by accepting rent after knowledge of said breach.
26. Attachments: Lessee(s) acknowledge that the following attachments have been received and reviewed and are considered to be a part of the lease, and must comply with the information within these attachments. The lease attachments are as follows: Accident Report Form, Carbon Monoxide Information, Confrontation Fact Sheet, Disclaimer of Personal Property Liability, Furniture/Fixtures, Lead-Based Paint Disclosure Form, Lease Addendum for Drug Free Housing, Mold Information and Prevention, Move-out Cost Schedule, Property Inspection Report Form, Protect Your Family from Lead in Your Home Pamphlet, Sanitation Affidavit, Security Guidelines Fact Sheet, Security Policy, Service Request Codes, Smoke Alarm Addendum, Tenant Rules, Tenant Move In/Out List, Privacy Policy.

27. Lessee(s) pay the following utilities: \_\_\_\_\_.

Utilities (gas, electric, water/sewer, garbage) **must** be placed in Lessee(s) name on the date the lease starts. Failure to place utilities in Lessee(s) name will result in a \$5.00 (five dollar) per day per utility fine until utilities are placed in Lessee(s) name. Failure to pay fine when billed by Lessor will result in fine being deducted from the security deposit at Lease termination.

28. If the rental unit is available and permission is given to Lessee(s) to enter into possession prior to the date specified for the start of the lease term, Lessee(s) agree that such occupancy shall be deemed to be under all the terms and conditions of this Lease. Rent shall be apportioned on a daily basis for the period of occupancy prior to the lease start date.

29. Abandonment: If any property belonging to Lessee(s) is/are left in the rental unit or on the premises after Lessee(s) vacate or abandon the rental unit, Lessor may remove or dispose of that property and Lessee(s) waive any claim for damages as a result of Lessor's disposal of it. Any such property shall be considered Lessor's property and title shall vest in Lessor. Lessor shall have the right to re-rent the rental unit after Lessee(s) abandon the same. Lessor in its sole discretion shall have the right to determine those other circumstances under which it considers the rental unit to be abandoned. Lessee(s) agree that such circumstances as evidence of their abandonment of the premises include, but are not limited to, the failure to pay rent or other charges, discontinuance of any utility service, failure to respond to any notices, telephone calls, or correspondence from Lessor, or removal of Lessee(s) personal property from the rental unit. Lessee(s) understands that a Lessee(s) tenancy still exists during the time that the Lessee(s) personal possessions remain in the rental unit after the Lessee(s) household has personally ceased occupancy with the intent to vacate and leave the rental unit, until such time as the personal possessions have been removed voluntarily or by legal means, subject to the provision of the State or local law in such matters.

30. This Lease contains all agreements and undertakings between Lessee(s) and Lessor. There are no verbal or oral agreements, promises, or undertakings of any kind or nature and no verbal or oral agreements hereafter made shall be binding upon either the Lessee(s) or Lessor unless reduced to a written agreement and signed/dated by all parties.

31. Return Check Charge - \$25.00 will be assessed by Lessor for each check returned for non-sufficient funds or otherwise.

32. Laws of West Virginia: This lease agreement and any dispute that may arise from and involve the lease agreement shall be governed by the Laws of the State of West Virginia regardless of where the legal action may actually be initiated.

33. Lessee(s) acknowledge that in the event that they become seriously ill, missing, are incarcerated, or die, access to the rental unit will not be granted without a court order or affidavit.

34.

35.

36.

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year written above.

\_\_\_\_\_  
William H. Burton, Jr.  
Broker  
Bel-Cross Properties

Ø \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Home address/telephone

Ø \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Home address/telephone

Ø \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Home address/telephone

Ø \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Home address/telephone