

CHESTNUT RIDGE MANOR
APARTMENT LEASE

THIS AGREEMENT, Made in duplicate this ____ day of _____, 20__ by and between CHESTNUT RIDGE MANOR APARTMENTS LLC doing business under the laws of the State of West Virginia, party of the first part, hereinafter designated "Lessor" and _____ party of the second part, hereinafter designated "Lessee".

WITNESSETH: That the said Lessor hereby leases unto the said Lessee(s), the following described property, that is to say, all of that certain unit containing _____ rooms and which is known as _____ and which is located at _____, for the term beginning the _____ day of _____, 20__, and ending the _____ day of _____, 20__, to be used and occupied for dwelling purposes only, for _____ persons and no more; upon the following terms and conditions which the said Lessee(s) hereby agree to fulfill and perform:

1. The said Lessee(s) shall pay to the Lessor rental as follows: _____ Dollars for the said term agreed upon, payable in installments as follows: _____.

Said installments to be paid in advance **on or before** the _____ day of the month for which the same is due, and in the event the said Lessee(s) shall fail to pay the rent for any month in advance, or before the _____ **day of the month** for which the same is due, such failure shall, at the option of the Lessor at once terminate this contract of lease and entitle the Lessor to immediate possession without notice. A _____ Dollar late rental fee will be assessed on any rent paid and accepted after the _____ day of the month due. In the event this fee is not paid as assessed, it will be deducted from the security deposit.

2. The said Lessee(s) shall keep the leased premises clean and shall use reasonable precaution to avoid damage to the furniture, fixtures or carpeting furnished by the Lessor. To prevent fire and pest hazards, the Lessee shall not allow the accumulation of trash, paper, debris, clothing or any other materials in the leased premises. In addition, the lessee shall not store or use in the leased premises any beds, bedding, upholstered furniture and similar items which contain or have contained pests of any kind. Any infestation of the premises by pest resulting from the Lessee's activities or furnishings shall be the responsibility of the Lessee. If not immediately remedied, the Lessee must remove any furnishings or similar items causing or affected by the infestation. Lessor shall have the right to provide pest control services to the apartment. The Lessee shall provide access during reasonable times for such purposes. Failure to comply with these provisions regarding cleanliness, pest control, and avoiding and eliminating pest infestation shall be grounds for termination of this contract. **Additionally the use of any portable clothing washers is prohibited. The use of these devices will constitute a violation of this lease, and the lessee will be responsible for all damages caused by these devices in all apartments which incur damage.**

3. The Lessee(s) shall not assign this lease or sublease the premises, or any part thereof, or make any alterations on the premises, nor permit the same to be used at any time during the said term for any purposes other than above mentioned, without the Lessor's **consent in writing**.

4. The said Lessor hereby acknowledges the receipt of _____, Dollars as a deposit in the event damages incurred to the premises as a result of the negligence or any willful acts of the Lessee(s) or his guests, as a cleaning deposit, and a security deposit. Said sum of _____ Dollars is **not considered as rent** or as liquidated damages for destruction of property but is to be returned to the Lessee(s) upon the expiration of the term should all rent be paid, no damages incurred and the vacated premises clean.

5. Lessee(s) shall not suffer or permit radios, television sets, or other sound emission devices on the leased premises to disturb the neighborhood or occupants of the building containing said leased premises at any time and further, Lessee(s) will conduct himself so as not to disturb other occupants of the building.

6. The Lessee(s) herein covenants and agrees to pay for all electricity used in the apartment leased to the Lessee(s) and half the cost of carpet cleaning.

7. The sidewalks, entry ways, passages, vestibules, halls and stairways are not to be used or obstructed for any other purpose than the egress and ingress to and from respective rooms and apartments.

8. Animals, birds or reptiles are not permitted to be kept on the leased premises at any time. Further, should this part of the lease be violated in any way, Lessee(s) shall suffer termination of the lease at the discretion of the Lessor.

9. The right of free access is reserved to the Lessor and his agents and to any other person thereunto authorized by the Lessor or his agent, to inspect, repair or exhibit said premises at all reasonable times. Lessor shall keep a duplicate key to the unit leased herein.

10. Lessor and his agents 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 or damage to or loss of property for any person acting with actual or implied permission of the Lessee(s).

11. It is agreed that the Lessee(s) will be responsible for keeping said premises in clean, safe and tenantable condition; 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.

12. It is further agreed that in the event of default in any of the provisions or conditions herein, the Lessor may at his option retake possession without recourse to process of law, but such provisions shall be in addition to and in lieu of any other rights given the landlord under the laws of the State of West Virginia.

13. I have personally inspected the above described property and accept it as is, in its present condition, and deem it fit and habitable.

14. The undersigned **LESSEE(S)**, both singularly and jointly hereby agree to the terms and conditions of this lease.

15. Lessee(s) further covenants and agrees that at 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 leased premises or allow to be stored within said leased premises 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 whose 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/she will indemnify and hold harmless Lessor and his agents should any liability, civil or criminal, result from Lessee(s)'s breach of this covenant of the Lease.

16. The Lessee shall be liable for all breakage and glazing, and shall pay for the renewal of all broken glass which is broken while the property is leased by the Lessee, and the Lessor shall have the right to renew broken or cracked window glass at the expense of the Lessee(s).

17. The Lessee(s) shall be responsible for all sewer connections to said premises being kept opened and in good sanitary condition.

18. The Lessor shall have, and there is hereby grant to it by the Lessee(s) a lien on all property of the Lessee brought on the leased premises during said term for payment of all rentals payable by the Lessee(s) hereunder, and for all damages to the Lessor for failure of the Lessee(s) to comply with all the covenants and conditions hereof.

19. Cleaning the apartment throughout is **MANDATORY UPON VACATING OF THIS PROPERTY** this would include:

- A. Kitchen—Stove, refrigerator, sink, floors, cabinets, counter tops, walls, window, and space behind stove and refrigerator.
- B. Bathroom—Tub, sink, toilet, medicine cabinet, floor, walls, and windows.
- C. Bedroom—Walls, doors, baseboards, windows, floor, and shelving.
- D. Family Area—Walls, doors, baseboards, floor, closets, windows.
- E. Use Vacuum on floors only. You will pay half of the cost for professionally cleaning of carpets.

20. No car washing allowed.

CHESTNUT RIDGE MANOR

(LESSEE)

(LESSEE)

(Home address/phone)

(Home address/phone)

NOTICE: Lessee(s) are encouraged to purchase renters insurance policies to cover their personal property within the apartment ... Lessor does not carry such coverage nor is it available for him to carry.
