

## LEASE

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between Pearand Corporation, 74 Kingwood St., Morgantown, WV 26501 as Lessor (Lessor's agent) and \_\_\_\_\_

Lessee(s).

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 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 the lease and entitle the Lessor to immediate possession without notice. A \_\_\_\_\_ dollar late fee will be assessed on any rent paid and accepted after the \_\_\_\_\_ of the month due. In the event this fee is not paid as assessed, it will be deducted from the security deposit.

2. Lessor makes every effort to ensure that all units are clean and ready for occupancy; however in some instances it may be necessary to delay occupancy until the unit is ready. No rent will be prorated as a result of this action. Please note that if you are arriving during non-business hours you need to make prior arrangements to get keys and no keys are given until first months rent is paid in full and any utilities that are the Lessee(s) responsibility are put in Lessee(s) name and account numbers provided to Lessor. Lost keys shall be reported to the Lessor immediately. There will be a \$50.00 charge per lock to rekey lock(s) and a \$50.00 charge if Lessor has to bring a key to the premises for any reason.

3. Prior to moving in personal items, please inspect the unit thoroughly. Confirm appliances and plumbing are in working order and there are no damages present. Report any damages in writing to Lessor within the first five days of taking possession of the unit. All damage reports must be provided within the five days or it will be assumed you found your unit in acceptable condition. Lessee(s) assumes all responsibility for any and all damages to the unit not reported. Lessee(s) shall be responsible for any damages to the plumbing if the damages or repairs are necessitated as the result of neglect or misuse of same by the Lessee(s).

**THERMOSTAT MUST REMAIN NO LOWER THAN 60 DEGREES DURING WINTER MONTHS.**

4. The said Lessee(s) shall take good care of the premises and the furniture and chattels therein contained, and shall keep the premises clean and at the end or sooner termination of the term shall deliver up the premises and furniture and chattels in as good state and condition as they were no later than noon on the ending day of the term of said lease, reasonable use and wear thereof expected.
5. The said 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.

6. The said Lessor hereby acknowledges the receipt of \_\_\_\_\_, dollars as a deposit in the event damages occur 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 to be 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 is clean.
7. 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.
8. Lessee(s) shall not install or maintain in the leased premises any electrical device that contains a heating element which will draw power in excess of 1500 watts, nor any refrigerator/freezer, dehumidifier or air conditioner without express permission, if granted, in writing first had and obtained from Lessor, and any such permission, if granted, shall be wholly and solely upon the terms specified in such agreement.
9. 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.
10. No more than two animals, birds, or reptiles may be kept at the premises and only under the following conditions.
- 1) The deposit increase for pets is included in the amount listed in clause 6 and must be paid at lease signing and prior to pet(s) arriving at premises.
  - 2) The property will be inspected by Pearand Corporation personnel, inside and out between the hours of 8:00A.M. and 6:00P.M. at least once per month without prior notification.
  - 3) Pearand may order any remedial action(s), to include permanent removal of any pets, necessary to correct any problem(s) of neglect and/or damage discovered. The sole interpretation of what constitutes neglect and/or damage shall be Pearand Corporations.
11. 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.
12. Lessor shall not be liable for damages 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).
13. It is agreed that the Lessee(s) will be responsible for keeping any sidewalks abutting in said premises clean and free of 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 sidewalks abutting the same.
14. Lessee(s) shall keep the rental unit in a clean, sanitary, and tenantable condition. Lessor shall make necessary repairs to the rental unit upon notice from Lessee(s). If damage, other than normal wear and tear, is caused by Lessee(s) or guests, Lessee(s) may repair such damage at his or her (their) own expense and the repair must be approved by Lessor. Upon Lessee(s) failure to repair, Lessor may, after reasonable notice, make such repairs and Lessee(s) shall be liable to Lessor for the cost incurred by Lessor. Lessee(s) agrees to pay Lessor for the cost repair with the next rent payment. Lessee(s) will save harmless the Lessor from any claim for loss or damage occasioned by condition of premises.
15. 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.

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

**17. The undersigned LESSEES, both singularly and jointly hereby agree to the terms and conditions of this lease.**

18. Lessee(s) further covenants and agrees that at no time will he/she use or allow to be used the rental unit for 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 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 should any liability, civil or criminal, result from Lessee(s) breach of this covenant of the Lease.

19. If the Lessee(s) vacate the premises prior to the completion of the lease, it is understood that the entire amount of rent for the contract shall be accelerated and paid to the Lessor prior to the Lessee(s) vacating the premises, unless receiving written permission from Pearand Corporation.

20.

21.

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

\_\_\_\_\_  
Pearand Corporation

\* \_\_\_\_\_  
(Lessee)

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(Lessee)

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(Home address/phone)

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**Notice Lessee(s) are encouraged to purchase renters insurance policies to cover their personal property and liability.... Lessor does not carry such coverage nor is it available for him to carry.**