

WEST VIRGINIA STANDARD RESIDENTIAL LEASE AGREEMENT

This Agreement made this ____ Day of _____, ____ by and between _____ the "Landlord" and _____, _____, _____, _____, the "Tenant(s)". The Landlord and Tenant are collectively referred to in this Agreement as the "Parties".

For the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. LEASE TERM.** The term of this Agreement shall be a period of one (1) year, beginning on the ____ day of _____, _____, and ending on the day of _____, _____, _____ hereinafter known as the "Lease Term."
- 2. PROPERTY.** The leased premises shall be comprised of that certain personal residence (including both the house and the land) located at _____, West Virginia ("Premises"). Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord on the terms and conditions set forth herein.
- 3. MONTHLY RENT.** The rent to be paid by Tenant to Landlord throughout the term of this Agreement is \$_____ per month and shall be due on the 1st day of each month.
- 4. NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have _____ days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event

possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

5. LATE CHARGE AND RETURNED CHECKS. Rent is due in advance on the first day of the month. If rent is not paid within ____ days of the due date, landlord may terminate this rental agreement. Rent paid after the ____ day of the month will be subject to a late charge of \$____. Returned checks shall be subject to a charge of \$____.

6. UTILITIES. The Landlord shall pay for the following utilities and services to the Tenant(s), with any absent being the responsibility of the Tenant(s):

_____, _____,
_____, _____,
_____, _____,

7. ORDINANCES AND STATUTES; CC&RS; SUBORDINATE. Tenant shall comply with all applicable laws, codes, and regulations of all municipal, State and Federal authorities. Tenant shall be subject to and shall comply with all rules and regulations set forth in any Covenants, Conditions and Restrictions (“CC&Rs”) or other similar documents affecting the Premises, copies of which have been provided to Tenant, if applicable. This Agreement is and shall be subordinate to the lien of any mortgage now or hereafter in effect with regard to the Premises.

8. MAINTENANCE AND REPAIR; RULES. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

- c) Not obstruct or cover the windows or doors;
- d) Not leave windows or doors in an open position during any inclement weather;
- e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- g) Keep all air conditioning filters clean and free from dirt;
- h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or

promulgated by the Condominium or Homeowners' Association having control over them.

- 9. INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
- 10. SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of \$ _____ receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.
- 11. ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
- 12. WAIVER.** No delay or failure of Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of rent or any other amount due be deemed a waiver of Landlord's right to the entire amount due.
- 13. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

- 14. NOTICES.** All notices shall be given by mailing the same, postage prepaid, to Tenant at the Premises or to the Landlord at the address shown below Landlord's signature or at such other places as may be designated by a party in writing.
- 15. LIABILITY.** Landlord shall not be liable for any damages or losses to Tenant, its occupants, guests, invitees or other persons regardless of the cause therefore, unless caused by the gross negligence or willful misconduct of Landlord. Tenant shall indemnify, defend and hold Landlord harmless from any and all loss, damage or claims of any type due to the actions of Tenant, its occupants, guests or other invitees resulting in damage to any person or property.
- 16. DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within _____ days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for _____ days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord given by West Virginia Law or in equity or may immediately terminate this Agreement.
- 17. ABANDONMENT.** Abandonment shall have occurred if, without notifying the Landlord, Tenant is absent from the Premises for _____ days while rent is due and Tenant's possessions have not been removed from the Premises.
- 18. ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement

between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

19. **ILLEGAL ACTIVITY.** Tenant understands and agrees that this Agreement, and Tenant's occupancy rights, may be terminated immediately upon written notice, for any illegal activity conducted by Tenant, or by any occupant, guest or other invitee of Tenant whether or not such activity is cited by a police authority.

20. **INSURANCE.** Tenant is advised and understands that the personal property of Tenant is not insured by the Landlord against any damage or loss, and Tenant agrees that Landlord shall have no liability in connection with any such damage or loss. Tenant shall procure renter's insurance to protect the Tenant's property and for liability claims, and shall provide evidence thereof to Landlord upon Landlord's request.

21. **SMOKE DETECTORS.** Tenant shall inspect and certify that the Premises has a working smoke detector or detectors within _____ days after taking possession thereof. If such detector(s) are not working Tenant shall notify Landlord promptly. Tenant shall be responsible for keeping all smoke detectors in working order and with working batteries. Tenant shall not disable or alter such detector(s).

22. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.

23. **JOINT AND SEVERAL.** If Tenant is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.

24. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state of West Virginia, W.Va. Code §§ 37-6-1 to 37-6A-6.

25. **ADDITIONAL PROVISIONS.**

26. REQUIRED DISCLOSURES.

LEAD BASED PAINT. For homes built before 1978, Federal Law requires Landlords give Tenant(s) a copy of an EPA-approved pamphlet on identifying and controlling lead-based paint dangers.

NON-REFUNDABLE FEES (§ 37-6A-1(14)): Security deposits must be completely refundable, unless both parties expressly agree, in writing (usually in a written rental agreement), that an application fee or pet fee is nonrefundable.

27. ENTIRE AGREEMENT. This document constitutes the entire agreement and may be modified or amended only by written agreement signed by both Parties. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Lease Term.

The parties have agreed and executed this agreement on the ___ day of _____, 20__.

Landlord's Signature: _____

Printed Name: _____ Date: _____

Tenant's Signature: _____

Printed Name: _____ Date: _____

Tenant's Signature: _____

Printed Name: _____ Date: _____

Tenant's Signature: _____

Printed Name: _____ Date: _____

Tenant's Signature: _____

Printed Name: _____ Date: _____