

# WEST VIRGINIA RESIDENTIAL LEASE AGREEMENT

This LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, LESSOR, and \_\_\_\_\_, LESSEE.

WITNESSETH, That LESSOR hereby leases to said LESSEE the property located at \_\_\_\_\_ in \_\_\_\_\_, West Virginia, for no more than \_\_\_\_\_ occupants.

(1) **TERM:** The subject property is to be leased to the said LESSEE from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the term of \_\_\_\_\_ months, beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ending at 12:00 o'clock noon on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(2) **RENT:**

A) LESSEE agrees to pay for the term in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable in advance installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per month until and including the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

In the event rent payments are received by the LESSOR after the \_\_\_\_ of any month, a late charge of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) shall be paid by LESSEE, which payment charge is and shall become rent reserved by this agreement. Where this instrument is executed by more than one party, it shall be considered as legally binding upon each LESSEE jointly and severally; partition of the liabilities hereunder shall be a matter between the LESSEES and of no concern to the LESSOR; where one or more LESSEES hereunder defaults on his or hers obligation hereunder, such default shall be considered as against all the LESSEES, and all shall be responsible for correcting the default. If said default is not collected within 30 days, the LESSOR may ask that the property be vacated, and render this lease null and void. All rents are to be paid at one time by one check, money order, or cash etc.

B) **THE PRO-RATED RENT**, if any, shall be paid upon signing this lease beginning on the \_\_\_\_ day of \_\_\_\_\_ through the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the amount of \_\_\_\_\_ Dollars (\_\_\_\_\_).

(3) **DEPOSIT:** LESSEE agrees to pay, upon signing of this lease, a refundable damage or security deposit of \_\_\_\_\_ Dollars. Said deposit will be held in an escrow account by \_\_\_\_\_. The purpose of this deposit is to insure that LESSEE will comply with the terms of this agreement and return the property, to the LESSOR, in the same condition that it was at the beginning of the LEASE, reasonable wear and tear expected. It is agreed that LESSOR shall have thirty (30) days after the property is surrendered, by LESSEE, to inspect the property and ascertain that the LESSEE has complied with all the terms set forth by this LEASE, and the following terms are met:

A. The full term of this LEASE Agreement has expired. There is no damage and the property is returned to LESSOR in the same condition as it was when you received it.

B. ALL keys are returned to LESSOR.

C. A forwarding address, in writing, is left with Management.

D. All rents and other charges, including utilities are paid and current.

It is also agreed that LESSOR may apply the Security Deposit and any other deposits toward any damages or late fees that may be due.

IT IS UNDERSTOOD THAT THIS DEPOSIT SHALL NOT BE DEDUCTED FROM THE FINAL RENT PAYMENT.

(4) **UTILITIES:** LESSOR agrees to provide and pay for the reasonable use of the following utilities \_\_\_\_\_.

LESSEE agrees to pay for all utilities, including garbage, not specifically agreed to be paid by LESSOR.

(5) **OCCUPANCY:** LESSEE will use and occupy the property exclusively for residential purposes.

(6) **SUBLET:** The LESSEE agrees not to assign this LEASE or sublet the property or any part thereof without the previous written consent of the LESSOR. LESSOR issues no Transfer Clause in this LEASE, therefore, transfer or loss of employment or withdrawal from school will not constitute sufficient justification for not completing the term of this LEASE. Furthermore, if the terms of this LEASE are not completed, LESSEE agrees to forfeit Security Deposit as well as accepts liability for monthly rent payments until a suitable tenant has been found to lease the unit.

(7) **RENEWAL:** If LESSEE wishes to renew this LEASE agreement or extend the term, LESSEE must notify LESSOR in writing at least Ninety (90) days prior to the expiration of the LEASE term, and LESSOR may negotiate an extension of the term.

(8) **GENERAL CONDITIONS:** LESSEE will make no alterations or additions to or upon the property without written consent of LESSOR. No pianos, organs, amplifiers, air conditioners, washers, dryers, or waterbeds shall be placed on or in the property without written approval of the LESSOR. LESSEE will conduct himself, his family and guests so as not to disturb or interfere with the rights, comfort or convenience of the neighbors or others in close contact with the property. LESSEE  is  is not responsible for snow and ice removal on sidewalks, porches, driveways and parking lots. All garbage must be placed inside plastic garbage bags and sealed before being placed in garbage cans. No grease is to be poured down sinks or put in garbage disposals or LESSEE will be charged for expenses resulting from unclogging of drains. LESSOR will not be responsible for failure to supply water, electricity, or gas for any cause beyond his control. LESSOR assumes no liability for the loss, damage, or theft of any of the LESSEE'S personal property; or for the damages or injury to residents, or their property resulting from explosion, fire, mechanical failure from water, steam, or gas lines, or from any defective wiring, or for loss or damage resulting from the negligence of any other residents of the building, or from any other cause, except where the LESSOR'S insurance may pay for the same; the LESSOR assumes no responsibility for articles left by the LESSEE after termination of the lease. LESSEE shall hold harmless the LESSOR in case of personal security, i.e. rape, battery by a third party.

(9) **PETS:** LESSEE  is  is not to have pets on the property without written approval of the LESSOR. If pets are permitted by the LESSOR an additional refundable pet deposit of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

(10) **ENTRY:** LESSEE agrees that LESSOR or their agents may at any reasonable time, with reasonable notice (24 hrs), enter the property to examine the condition thereof, or for the purpose of showing the property to prospective LESSEES or PURCHASERS.

(11) **FORFEITURE:** LESSOR may declare a forfeiture of this LEASE at any time that LESSEE fails to pay the rent provided in Paragraph No. 2 of this LEASE; and LESSOR also may declare a forfeiture of this LEASE at any time LESSEE breaches or fails to perform the convenient and agreements contained in any one or more of the paragraphs of this lease. LESSEE nevertheless shall be bound to pay the full rent reserved herein; but LESSOR shall be obligated to make all effects to re-lease the property to mitigate damages. In addition to the foregoing, LESSOR hereby reserves to himself all rights given to landlords under the laws of West Virginia for the collection of the rent and recovery of possession of the leased property. In any action to recover rent, or possession, such action may be brought in the name of LESSOR alone or in the name of the Owner alone, or as Agent of the Owner. Furthermore, if any of the LEASE stipulations are violated, LESSEE must vacate within five (5) days of notification.

(12) **CONDITION:** LESSEE agrees to accept the leased property in the condition in which it is now, except the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(13) **YARD:** LESSEE  *agrees*  *does not agree* to be responsible for maintenance of the yard including mowing grass and trimming shrubs, etc.

No modification of this agreement shall be made except in writing signed by both parties.

LESSEE has read and understands the provisions set forth on this lease.

\_\_\_\_\_  
**LESSOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**LESSEE** **DATE**

\_\_\_\_\_  
**LESSEE** **DATE**

\_\_\_\_\_  
**LESSEE** **DATE**

\_\_\_\_\_  
**LESSEE** **DATE**