

## LEASE AGREEMENT

This Lease is made at Lexington, Kentucky this \_\_\_ day February, 2019, between \_\_\_ hereinafter, called "we" or "us" or "Landlord", and \_\_\_ jointly and severally, hereinafter called "you" or "Tenant".

### WITNESS THAT:

**1. Term.** In consideration of the provisions of this Lease, we lease to you the following premises: \_\_\_ City of Lexington, Commonwealth of Kentucky ("Leased Premises"). The term of this Lease shall commence on the \_\_\_ day of \_\_\_ 2019, and terminate on the \_\_\_ day of \_\_\_ 2020. A new Lease shall be executed should Landlord and Tenant desire that Tenant remain in the Leased Premises for an additional term. If a new Lease is not executed, Tenant is expected to have vacated the Leased Premises at the end of the Lease term, and no hold-over tenancies will be permitted. The foregoing notwithstanding, should Tenant hold-over it shall be on a month-to-month basis upon the same terms and provisions as provided herein.

If we are able to give you possession of your residence before the first day of the term of the Lease, you shall pay rent equal to one-thirtieth (1/30th) of a monthly installment multiplied by the number of days to the first day of the term. All other provisions of this Lease shall apply during that period as though the term were extended to cover it.

If we cannot have your premises for you by the first day of the term of the Lease because the dwelling is not ready for occupancy or because another Tenant holds over or for any other reason, we are not liable to you for damages, but you will not be required to pay any rent until the apartment is available. If we are not able to deliver possession to you within thirty (30) calendar days after the first day of the term of the Lease, you may cancel the Lease without any further obligation and be refunded your security deposit.

Upon your death (or the death of any of you if there is more than one person signing this Lease as Tenants), this Lease may be terminated by you thirty (30) days after the premises have been returned to us completely vacant.

**2. Rent.** You, and each of you (if more than one) jointly and severally, agree to pay us as rent \$\_\_\_ payable in \_\_\_ monthly installments of \$ \_\_\_ plus \$ N/A pet rent, for a monthly total of \$\_\_\_ and each in advance on the first day of each month of the term to be paid \_\_\_  
352 S. Broadway, Lexington, Kentucky 40508. (Or any address which may be given to you by proper notice.) Additional rent may be due for Pet Addendum, or for late fees or damage costs.

Rent is due before or on the first day of the month. A two (2) day grace period shall be allowed. **IF SAID RENTAL PAYMENT IS NOT RECEIVED AT LANDLORD'S OFFICE BY 3:00 P.M. ON THE THIRD DAY OF THE MONTH, TENANT (S) AGREES TO PAY AN INITIAL LATE CHARGE OF \$30.00. At 4:00 P.M. THE LATE FEE IS \$40.00 PLUS \$10.00 PER DAY UNTIL SAID RENT IS PAID, PLUS FORCIBLE DETAINER FEES. Late rental payments must include all late charges or they will not be accepted as rental payment.** If rent and late charges are not paid by the 10th day of the month, the landlord can request total rent for the balance of the Lease to be paid. After the 10th day of the month only cashier checks or money orders will be accepted for rent and late fees.

Rent must be paid by check, certified check, or money order. No cash will be accepted. **ONLY ONE RENTAL PAYMENT WILL BE ACCEPTED MONTHLY PER RENTAL UNIT; CO-TENANTS CANNOT PAY THEIR RENT BY SEPARATE PAYMENTS.** No partial rent payment will be accepted; rent must be paid in full this includes any rent payment owed for utility rent, pet rent or repairs.

If rent is paid by check and the check is returned by your bank for any reason, you agree to pay the sum of \$60.00 in addition to a late charge of \$ 10.00 per day after the third day of the month, and \$15.00 after the 7th day of the month. **IF DURING THE TERM OF THIS LEASE, YOU HAVE A RENTAL CHECK RETURNED FOR INSUFFICIENT FUNDS, YOU MUST, FOR THE REMAINING TERM OF THE LEASE PERIOD, PAY YOUR RENT BY EITHER MONEY ORDER OR CASHIER'S CHECK.** Late Rent Fees, Court Costs, NSF Fees, etc. must be paid at time of paying rent; if not, rent will be considered partial payment, which we DO NOT/WILL NOT accept.

**3. Use and Occupancy; Parking.** The Leased Premises shall be used and occupied in a safe, careful, and proper manner by you. No trade, business or occupation shall be carried on therein, and your premises or any part thereof shall not be underlet, nor this Lease assigned, without our prior consent endorsed herein. YOU SHALL NOT USE OR BE PERMITTED TO USE YOUR PREMISES FOR ANY UNLAWFUL PURPOSE; nor shall you use your premises or any part thereof for any purpose or act in any way that will, in our judgment, injure the reputation of your premises. Any use of the Leased Premises that disturbs the Tenant's neighbor's peaceful enjoyment of his premises is hereby expressly forbidden. No attics or basements are to be used for storage unless areas are sectioned off specifically for each apartment, or with written permission of Landlord.

You agree to comply with all laws or ordinances and insurance regulations and the rules of the community.

You agree that you will use and occupy your premises as a dwelling for no more than \_\_\_\_ occupants. Tenant agrees to never park or store a motor home, recreational vehicle, motorcycle or trailer of any type on the Leased Premises; and to park only \_\_\_\_ automobiles, ONLY ON THE DESIGNATED DRIVEWAYS PROVIDED. AUTOMOBILE(S) MUST BE IN WORKING CONDITION AND HAVE A CURRENT REGISTRATION. TENANT AGREES THAT ANY VEHICLE PARKED ON UNPAVED AREAS MAY BE TOWED AND STORED AT TENANT'S EXPENSE. The names of all tenants and vehicle information is:

Tenant: \_\_\_\_\_ Vehicle (Make/License#) \_\_\_\_\_  
Tenant: \_\_\_\_\_ Vehicle (Make/License#) \_\_\_\_\_  
Tenant: \_\_\_\_\_ Vehicle (Make/License#) \_\_\_\_\_  
Tenant: \_\_\_\_\_ Vehicle (Make/License#) \_\_\_\_\_

You agree to pay \$100.00 extra each month for each person that occupies the Leased Premises but who is not listed above, provided that prior approval for the additional person is obtained in writing from the Landlord.

No hazardous chemical or substances, including any flammable material shall be kept or stored in this rental unit, or outbuildings.

**4. Utilities.** You agree to furnish the following utilities which are in your exclusive control and are supplied by a direct public utility connection which YOU AGREE TO HAVE PLACED IN YOUR NAME WITHIN TWENTY-FOUR (24) HOURS AFTER COMMENCEMENT OF LEASE: **Electric, Gas, Water, Lex Serv**. In some cases you may be billed directly for water and sewer usage which will be due by the 1<sup>st</sup> day of the following month from the date the bill is sent. If tenant fails to comply this will have the same effect as not paying rent, Landlord may additionally charge \$25 in administrative charges for each attempt to get tenant to comply, plus cost of utilities. Tenant, before occupancy, must have written proof of required utilities being in their name. Tenant agrees to keep utilities in their name until Lease is terminated. Keys will not be turned over to tenant(s) until all utilities are in tenant's name. It could be possible some common area utilities are included in Tenant(s) bills, in such scenarios Landlord is not responsible.

**5. Security Deposit.** You are depositing with us \_\_\_\_\_, WHICH IS SECURITY FOR THE FAITHFUL PERFORMANCE OF THIS LEASE. The security deposit shall serve as a fund from which we may reimburse ourselves to compensate for unreasonable wear and tear on your part and/or for any other amounts due or owing or which may become due and owing after the end of the term of this Lease, including amounts due to us for damages we suffer by your failure to comply with applicable state law or amounts due and owing or which may become due and owing under any sections of this Lease. Landlord is keeping your security deposit to the end of the Lease period at PNC #31-1296-8677. WE WILL APPLY THE SECURITY DEPOSIT TO THE BALANCE OF UNPAID RENT IF THE LEASE IS BROKEN, except in cases where we are able to re-lease the premises to a new tenant. In such case we will adjust the amount of security deposit refund accordingly.

**TENANT ACCEPTS THE LEASED PREMISES AND ALL OF THE FURNISHINGS AND APPLIANCES THEREIN AS BEING IN GOOD AND SATISFACTORY CONDITION UNLESS A WRITTEN MOVE-IN INSPECTION FORM STATING OF ANY DEFECTS IN THE LEASED PREMISES IS DELIVERED TO THE LANDLORD WITHIN THREE (3) DAYS AFTER TAKING POSSESSION. NOTE: IT IS THE TENANT'S RESPONSIBILITY TO HAVE THE MOVE-IN INSPECTION FORM COMPLETED AND SIGNED BY TENANT AND LANDLORD WITHIN THREE (3) DAYS AFTER MOVING INTO THE LEASED PREMISES. TENANT AGREES THAT FAILURE TO FILE SUCH A MOVE-IN INSPECTION FORM SHALL BE CONCLUSIVE PROOF THAT THERE WERE NO DEFECTS OF NOTE IN THE LEASED PREMISES.**

**6. Return of Security Deposit.** The Landlord shall return to the Tenant all or so much of the Security Deposit as the Landlord has not properly applied or will not thereafter properly apply to the Tenant's default, provided that the return of the Security Deposit is subject to the following provisions:

- (a) Expiration of the full lease term,
- (b) The entire Lease Premises, including range, exhaust fan, refrigerator, bathrooms, closets and cabinets being cleaned,
- (c) No stickers, scratches or holes in the walls, and all burned out bulbs replaced; no nail holes or repair of nail holes;
- (d) No unpaid charges or delinquent rent;
- (e) All keys returned;
- (f) All debris and rubbish discarded in proper containers, and; trash cans are stored in proper area empty;
- (g) A forwarding address (in writing) left with the Landlord.
- (h) Reimbursement to landlord for late fees, cost of repairs and maintenance, utilities reimbursement, pet cost, or any other related cost specified by this Lease.
- (i) Property should be ready for next tenant to move in.

**NOTE: IT IS TENANTS RESPONSIBILITY TO SCHEDULE A MOVE OUT WALK THROUGH APPOINTMENT WITH PROPERTY MANAGER PRIOR TO TURNING OVER THE KEYS. TENANTS FAILURE TO COMPLY WILL RESULT IN LANDLORD AND/OR PROPERTY MANAGER'S DETERMINATION OF THE CONDITION OF THE LEASED PREMISES TO BE FINAL, WHICH MAY AFFECT THE AMOUNT OF SECURITY DEPOSIT RETURNED TO YOU.**

Property is painted after each tenant, tenant will be charged on a prorated basis, as follows: 3 years occupancy -- no charge; 2 years occupancy -- 1/3 cost of painting; 1-year occupancy -- 2/3 cost of painting; less than 1 year's occupancy - full cost of painting.

Any portion of the Security Deposit which is not used or not required because of the provisions of this Section or any other section of this Lease, shall be returned to you within forty-five (45) days after you stop occupying your apartment, or within forty-five (45) days after any amounts which may be owed or may become owed to us have accrued, whichever is later. Tenant is responsible for leaving a forwarding address with Landlord or Property Manager.

**7. Property Taxes and Insurance Increases.** In the event that the Landlord receives any insurance or ad valorem tax increases or special assessments which increase our insurance or tax rate above the rate as of the date of this Lease, you the Tenant agree to pay the appropriate prorated portion of said increases, said prorated portion to be determined by assessing the proper amount for the square footage of the building.

**8. Termination.** If you vacate the Leased Premises prior to the end of the term, you agree to pay the turnover costs (including but not limited to the costs of painting your premises, cleaning your premises, and advertising costs relating to the re-letting of the premises), plus utilities, and the full monthly installment of rent payable for the last month during any part of which you occupied the premises, and the rent for the remainder of the term except for any rent we may recover by re-renting your premises. IF LEASE IS BROKEN, TENANTS CANNOT SHOW APARTMENTS, Landlord may only show with a \$25.00 charge per showing. (This will be taken out of Tenants Escrow Account, or paid by tenant).

**9. Abandonment.** If at any time during the term of this Lease, you abandon the Leased Premises, we may, at our option, enter the Leased Premises by any means without being liable for any prosecution therefore, and without becoming liable to you for damages or for any payment of any kind whatever, and may, at our discretion, re-let the premises, or any portion thereof, for the whole or any part of the then unexpired term of this Lease, and may receive and collect all rent payable by virtue of such re-letting, and hold you liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period actually received by us by means of such re-letting. If our right of re-entry is exercised following abandonment of the premises by you, then we may consider any personal property belonging to you and left on the premises to also have been abandoned, in which case we may dispose of all such personal property in any manner we shall deem proper (i.e., we may, in our discretion, give away or discard your property, as trash, or we may sell your property and apply the net proceeds, if any, to your obligations under this Lease), and we are hereby relieved of all liability for doing so.

**10. Maintenance; Tenant's Responsibilities.** Tenant agrees not to permit any deterioration of the Leased Premises during the period of this Lease. This includes woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, or other material, electrical, air conditioning and heating, and mechanical systems. Tenant specifically agrees that no tacks, screws, or other material will be driven or put on the walls or woodwork, and further that he/she will be responsible for, and agree to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse, or neglect. Tenant agrees not to attach any item to the exterior of the building, such as a satellite dish. **Unvented heaters, kerosene heaters, or any other type of space heaters or external heaters are strictly prohibited.** Candles, kerosene lamps and torches of any kind are also banned, due to the fire hazard and the soiling of surfaces by soot. You agree that the Leased Premises is now in good repair, and, at the termination of this Lease, you shall deliver up and surrender your premises to us in good order and repair, normal wear and tear excepted. **YOU MAY NOT PAPER, PAINT, OR MAKE ANY CHANGES TO THE LEASED PREMISES WITHOUT LANDLORD'S OR PROPERTY MANAGER'S CONSENT**, which must be an amendment to this Lease. If for some reason you are unable to repair or replace such damages, we will repair or replace items necessary to correct the deficiencies. There will be a nominal charge for this based upon the cost of the item and the fee for repairman's time. When repairs of your responsibility become apparent, you must notify the landlord immediately. Tenant's acknowledgment smoke detector is operational and Tenant is responsible for maintaining and/or installing batteries as needed. If Landlord has to take care of any of Tenant's responsibilities such as trash removal, apartment showings (if breaking Lease), etc., there will be a \$25.00 per hour charge to the Tenant.

You agree to use in a reasonable manner all electrical, plumbing, heating, and other systems and appliances in your premises. You further agree not to deliberately or negligently destroy, deface, damage, or remove any part of the premises or knowingly permit anyone to do so. It will be your responsibility to repair and maintain everything in said premises other than major structural problems, plumbing, or electrical except where tenant actions caused the need for repair. This will be the responsibility of the landlord, BUT YOU AGREE TO NOTIFY THE LANDLORD OF THESE REPAIRS. If the Leased Premises contains a parking structure, please be aware that the Landlord is not responsible for your car, or other items that may be stored in said structure. **As the tenant you must have Tenant Liability Home Owners Insurance or Renters Insurance naming**

**Landlord as additional insured with respect to the Premises. You must provide the landlord with a copy of your Insurance Plan.** Because of the construction of said rental property, no waterbeds, or other unusually heavy personal property is permitted in Leased Premises, unless Landlord agrees in writing. You now agree that all appliances, fixtures, electrical equipment, gas, water, and any other appendages are in good service. **YOU AGREE TO BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANYTHING IN THE LEASED PREMISES DAMAGED BY THE ACTIONS OF YOU OR YOUR GUESTS. THIS INCLUDES SUCH ITEMS AS: WINDOWS, DOOR LOCKS, TOILETS, OR DRAINS STOPPED UP BY SANITARY NAPKINS, TAMPONS, FOREIGN OBJECTS, ETC.** Tenant has possession of the Leased Premises. The landlord has no responsibility for repair, other than structural, plumbing or electrical except where tenant actions caused need for repair and landlord will repair at tenant's expense. It is your responsibility to keep everything in a good state of repair, and if you request the landlord to fix said items, there will be a nominal charge of \$25.00 per hour, plus the cost of any damaged items that need to be replaced. Tenants are not permitted to add or change any locks.

Landlord will change filters quarterly at no cost to tenant.

**YOU AGREE TO KEEP THE LEASED PREMISES IN A CLEAN AND HABITABLE CONDITION AND SHALL NOT PERMIT SAME TO SUFFER ANY DAMAGE OR WASTE AS A RESULT OF YOUR FAILURE TO COMPLY WITH THIS OBLIGATION. ANY MAINTENANCE PROBLEMS THAT ARE NOT REPORTED TO MANAGEMENT IN A TIMELY FASHION THAT CAUSE PHYSICAL DAMAGE TO THE LEASED PREMISES OR INCREASE UTILITY AND /OR MAINTENANCE EXPENSES, WILL BE CHARGED TO THE TENANT (S) OF THAT LEASED PREMISES.**

**Tenant must email Property Manager to report any type of maintenance or other problems. For EMERGENCIES ONLY, after hours or during the weekend, call emergency maintenance at: (859)509-0046.**

TENANT IS RESPONSIBLE FOR MEETING ALL TENANT'S OBLIGATIONS AS SPELLED OUT IN SECTION 383.605 OF THE KENTUCKY REVISED STATUTES, INCLUDING:

- A. TAKING AFFIRMATIVE ACTION TO ENSURE THAT NOTHING IS DONE WHICH MIGHT PLACE THE LANDLORD IN VIOLATION OF APPLICABLE BUILDING, HOUSING, AND HEALTH CODES.
- B. Keeping the dwelling clean and sanitary, removing garbage and trash as they accumulate, maintaining plumbing in good working order to prevent stoppages and/or leakage of plumbing fixtures, faucets, pipes, etc., so as to prevent any mold from forming or reproducing.
- C. Operating all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances in a reasonable safely.
- D. Assuring that property belonging to the Landlord is safeguarded against damage, destruction, loss, removal, or theft.
- E. Conducting him/himself, his/her family, friends, guest, and visitors in a manner that will not disturb others in any manner.
- F. Allowing the Landlord access to the premises for the purposes of inspection, repairs, or to show the premises to someone else at reasonable hours on request after giving at least twenty-four (24) hour verbal or written notice or without notice in the event of an emergency. If Resident has requested maintenance or repair work on the property, the maintenance staff can enter the Premises at any reasonable time, without prior notice, to complete the work.
- G. Living up to all the provisions of this Rental/Lease Agreement, particularly with respect to paying the rent on time and caring for the premises.
- H. If dwelling unit has functional fireplace then it is the Tenant's responsibility, prior to use, to have the fireplace inspected by a qualified chimney sweep and proof of that inspection provided to management.
- I. It is the Tenant's responsibility to provide the Landlord with a phone number for residence and work, if applicable, and email address within 2 weeks after the Lease begins. This is for the security and safety of the Tenant, and provides communication to Landlord.

Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this agreement and/or loss of all deposits without further recourse.

No drain cleaning products are to be used in any drains without first calling the Property Manager to discuss the problem. Drain cleaners cause damage to the pipes and could cause harm to a repair person. Tenant agrees to furnish the Landlord with a telephone number and/or any changes thereof, so that tenant can be contacted in case of emergencies.

FOR THOSE TENANTS WHO HAVE HERBIES, PLEASE BE ADVISED THAT YOUR HERBIE NEEDS TO BE PLACED ON THE CURB THE NIGHT OR THE MORNING OF THE PICK-UP. WITHIN TWELVE HOURS OF PICK-UP, THE HERBIE MUST BE PLACED BACK IN THE AREA WHERE IT IS NORMALLY KEPT. If there is extra or material that you put on the curb for pick-up, it is your responsibility to contact whatever government department for this pick-up, and this material shall not be kept on the curb more than 72 hours. Local government has rules regarding the previous statement. If any Herbie's are left on the curb for more than twelve hours after normal pick-up time, tenant agrees to pay Landlord \$25.00, plus any fines levied by the Lexington-Fayette Urban County Government. If other materials are left on the curb for more than 72 hours, Tenant agrees to pay Landlord \$25.00 plus the cost of having these materials removed.

**IF YOU HAVE LEASED FROM US A SINGLE-FAMILY DWELLING, YOU ARE ALSO RESPONSIBLE FOR MAINTENANCE OF THE YARD. THIS INCLUDES: MOWING THE GRASS, TRIMMING THE BUSHES AND HEDGES, CLEANING THE GUTTERS, KEEPING THE YARD FREE FROM REFUSE, AND ANY SNOW OR ICE REMOVAL.**

**For an additional charge of \$50 per month the landlord will take care of mowing the grass, trimming the bushes and hedges, cleaning the gutters and snow removal from the sidewalks. Please check below indicating yes you want the landlord to take care of these items or no you, the tenant, wish to take care of these items.**

\_\_\_\_\_ **YES**

\_\_\_\_\_ **No**

**11. Keys.** The Landlord reserves the right to have a key or pass keys to the Leased Premises at all times during the term of this Lease. Tenant is responsible for having duplicate keys made to his premises. If Tenant misplaces his key and the Landlord or an agent of the Landlord must let the Tenant into his premises, and if this occurs during office hours, there will be \$25.00 charge for this service. If this occurs after office hours, there will be a \$75.00 charge.

**12. Inspections, Alterations, and Showing of Premises.** Periodically, Landlord will inspect your property for maintenance, repairs, and changing of filters. You agree that we may, at reasonable times, enter your premises to inspect them and make any repairs that we are required to do under this Lease. You may not at any time change locks or do anything to hinder our right of entry. If you have called and requested maintenance or repair work and there is a work order on the Leased Premises, a maintenance man can enter the Leased Premises at any reasonable time to complete the work order.

**YOU MAY NOT MAKE ANY ALTERATIONS TO THE PROPERTY WITHOUT OUR PRIOR CONSENT.**

The Tenant shall permit inspection of the Leased Premises by the Landlord with or on behalf of the prospective tenants of the Leased Premises. The Landlord or his agents may enter the lease premises and conduct the proposed showing.

**13. Remedies.** If the rent shall at any time be late, or unpaid, or if we discover that you have made any false statements on the rental application, or if you vacate your premises prior to the termination of the term of the Lease in accordance with the Lease, or if any of the other terms, covenants or conditions of the Lease or any rules and regulations about your premises are violated, we may, at any time, enter and take possession of your premises, sue for and recover all of the rent earned to the date of such entry, and re-let your premises for the remainder of the term at the best rent we can obtain for your account and you shall be jointly and severally liable to us for any deficiency or for the full amount of rent for those months for the remainder of the term in the event that we are unable to re-let your premises for the remainder of the said term.

If Tenant leaves said premises unoccupied for fifteen (15) days while rent is due and unpaid Landlord is granted the right here under to take immediate possession thereof and to exclude Tenant there from; removing at his/her expense all his/her property contained therein and placing it into storage at Tenant's expense.

Every demand for rent after it falls due shall have the same effect in law as if made at the time that it fell due. The remedies provided to us anywhere in this Lease shall be in addition to and do not limit or supersede any remedy at law or at equity otherwise available to us.

**14. Responsibility for Damage, Destruction, and Property.** All personal property in the Leased Premises shall be at the risk of the Tenant only and the Landlord shall not be liable for any damages to the said personal property, to said premises, or to the Tenant or other persons, arising from the Leased Premises or any part thereof becoming out of repair, or from the bursting, leaking, or overflowing of water, gas, sewer, or any plumbing connected therewith or from any damage caused by defective wiring or from any acts or neglect of co-tenants (or other occupants of the building), or any other person, or from theft, or due to the happening of any accident in or to the Leased Premises.

THE TENANT IS ADVISED THAT A POLICY OF "TENANT'S INSURANCE" COVERING THE TENANT'S PERSONAL PROPERTY ON THE LEASED PREMISES INCLUDING PERSONAL LIABILITY INSURANCE WITH RESPECT TO THE PREMISES WITH A MINIMUM AMOUNT OF \$300,000 WITH LANDLORD NAMED AS ADDITIONAL INTEREST MUST BE OBTAINED AND THAT THE LANDLORD SHALL NOT BE RESPONSIBLE FOR INSURING OR FOR ANY LOSSES OF THE TENANT'S PERSONAL POSSESSIONS.

(It's the tenant's responsibility to keep said "tenant's insurance" in force at all times, and keep premium current. To prevent a lapse of coverage, which lapse can terminated said lease, owner, landlord, Kaufmann, shall notify said tenant immediately upon receipt of possible lapse notice or lapse notice from insurance company to notify tenant. Management shall charge tenant a \$25 fee for each correspondence to tenant in this event.)

You are also, jointly and severally, responsible to repair any damage to your premises caused by you by misuse, abuse, or neglect. Any temporary interruption in any of the services provided by us from any cause shall not be an eviction of you nor shall you have any right to damages as a result.

**15. No Waiver.** The receipt by us of any rent or any other sum of money or any other consideration paid by you after the termination of this Lease after the giving by us of any termination notice or after the initiation of any legal proceedings by us against you, shall not reinstate, continue, or extend this Lease or in any manner affect any other rights that we may have either in law or in equity as a result of default by you.

**16. Pests.** Within ten (10) days after commencement of Lease, Tenant is to notify Landlord of any pest problem in rental unit. Landlord will then exterminate insects. After this ten (10) day period, any pest problem will be the responsibility of Tenant and it will be up to Tenant to pay for any extermination cost including but not limiting to treatments, inspections of other units in the building.

**17. Appliances.** The following appliances at rental unit are the property of Landlord: \_\_\_\_\_  
**Refrigerator, Stove, (1) a/c unit**

The above rental payment specifically EXCLUDES all appliances of any kind. Such appliances as are in the premises are there solely at the convenience of the Landlord, who assumes no responsibility for their operation. In the event they become unsatisfactory after occupancy is started, the Tenant may have them repaired at no cost to the Landlord or request Landlord to remove them.

**18. Pets. NO PETS OR ANIMALS OF ANY KIND ARE ALLOWED IN YOUR APARTMENT AT ANY TIME WITHOUT PRIOR MANAGEMENT PERMISSION AND COMPLETION OF THE PET OR ANIMAL ADDENDUM. PET ADDENDUM ATTACHED HERETO.** You acknowledge that having or keeping any unauthorized pet or animal on the premises constitutes a breach of this Lease. It may constitute a health or safety hazard to other Tenants and, accordingly, you agree that upon notice from the Landlord of your violation of this provision, you shall remove the unauthorized pet or animal from the premises within one (1) day of the date of notice by the Landlord of a breach of this provision. You shall pay all costs and expenses permitted by law associated with your breach of your agreement not to have any unauthorized pets or animals on the premises. This cost shall be \$100.00 plus fees, plus cost of spraying for fleas. (See Pet Addendum.)

**19. Crime Free Lease.** Tenant, any member(s) of Tenant's household, guest or any other person affiliated with the Tenant, at or near the Tenant(s) Leased Premises: (a) shall not engage in criminal activity (b) shall not engage in any act intended to facilitate criminal activity (c) will not permit the Leased Premises to be used for or to facilitate criminal activity (d) shall not engage in the unlawful manufacturing, selling, storing, keeping, or giving of a controlled substance (as defined by both local and federal laws) (e) shall not engage in any illegal activity. **VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.**

**20. Joint and Several Liability.** Notwithstanding anything herein to the contrary, the responsibility and liability in all respects of you, the Tenant, if more than one person, shall be joint and several. THIS MEANS THAT EACH OF YOU IS RESPONSIBLE AND LIABLE FOR EACH AND EVERY RESPONSIBILITY AND OBLIGATION OF THE TENANT HEREUNDER.

The Lessee hereby agrees to indemnify, and shall protect and hold the Lessor harmless from and against all liabilities, losses, claims, demands, costs, expenses, attorney's fees or judgments of any nature arising from or in connection with (a) any injury to or death of any individual, any personal loss or damage to personal property on or about the Demised Premises or Common Areas arising from the Lessee's use or operation of the Demised Premises or Common Areas during the term; (b) performance of any labor or services or the furnishing of any materials or other property in respect to the Demised Premises or any part thereof at the request of or for the benefit of the Lessee; or (c) enforcement of the terms and conditions of this Lease.

**21. Notices.** All notices to us from you shall be directed to:

**Kaufmann Properties  
352 South Broadway  
Lexington, KY 40508  
Attention: Property Manager**

**22. Successors and Assigns.** This Lease shall be binding upon and shall insure to the benefit of you, jointly and severally, and us and our respective heirs, legal representatives, successors, and assigns.

**23. Amendments.** No alterations of the terms or conditions of this Lease or oral agreements shall be valid unless in writing hereon and initialed by both parties.

**24. Headings.** The headings are for purposes of convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

**25. Additional Responsibilities of Parties.** The parties agree to comply with their respective responsibilities pursuant to applicable state laws except as otherwise provided in this Lease.

**26. Severability Clause.** The parties agree that each provision of this Lease shall be deemed as severable and, if for any reason any provision of provisions hereof are invalid, unenforceable, or contrary to any existing or future law, such invalidity shall not affect the applicability of validity of any other provision of this Lease.

**27. Noncompliance with Lease Agreement.** You acknowledge that any material breach of this Lease shall permit the Landlord to recover damages and obtain injunctive relief for any noncompliance by you, and you further acknowledge that if your noncompliance with this Lease is willful, the Landlord may recover actual damages and reasonable attorney's fees as permitted by law. There will be a \$25 administrative fee charged each time whenever management has to contact with tenant(s), either verbally or in writing, to get them to comply with provisions of the Lease.

**28. LEAD-BASED PAINT DISCLOSURE.** For Landlords whose premises were built prior to 1978 you are required by law to provide a Lead-Based Paint Disclosure to the Tenant. By initialing here, Tenant acknowledges receipt of the Lead-Based Paint Disclosure Form. \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereunto set their hands in duplicate on the date first written above.

**TENANT:**

\_\_\_\_\_  
TENANT/LESSEE                      DATE

\_\_\_\_\_  
CO-SIGNER                              DATE

\_\_\_\_\_  
TENANT/LESSEE                      DATE

\_\_\_\_\_  
CO-SIGNER                              DATE

\_\_\_\_\_  
TENANT/LESSEE                      DATE

\_\_\_\_\_  
CO-SIGNER                              DATE

\_\_\_\_\_  
TENANT/LESSEE                      DATE

\_\_\_\_\_  
CO-SIGNER                              DATE

**LANDLORD:**

\_\_\_\_\_  
LANDLORD/LESSOR OR AGENT                      DATE

**PET ADDENDUM**

Landlord agrees to the following \_\_\_ pets on the premises: \_\_\_\_\_.

A pet damage deposit of \$ \_\_\_\_\_ will be paid by the Tenant. A monthly pet fee of \$25 per pet is charged.

The Landlord reserves the right to limit the size of the pet to 25 lbs. or less, exclude certain breeds of pet(s), and require pet to be at least 1 year old.

Tenant is responsible for picking up after the pet, including private back yards. Tenant will be charged \$25.00 per violation for any cleanup.

Tenant is responsible for all damages caused by pets.

Tenant may only have in your residence the pets claimed on the Lease. Tenant may not add any additional pets or animals to the Lease.

When the Tenant vacates the Leased Premises, Landlord will deduct from their pet deposit, the cost of spraying for fleas (\$100), unless they can show us proof from a certified exterminator that spraying has taken place, AFTER the pet has already been moved out. If necessary, we will also deduct the cost of cleaning the carpets, or any other part of leased space.

Tenant may be asked to remove pet from premises for any violation of above.

Breed of Pet: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_

**TENANT affirms he/she does not have a pet at this time.**

1. TENANT understands that if he/she chooses to have a pet at a later date, he/she must obtain written consent from the LANDLORD, sign a pet agreement, submit picture of pet and pay all applicable fees.
2. TENANT agrees that NO PET OR ANIMAL shall be kept in, on, or about the premises for any duration without the expressed prior consent of LANDLORD; this includes the temporary care of someone else's pet.
3. PENALTY for having an illegal pet is a **\$300 fee plus 1 months' rent per violation**. If fees are not paid within 5 Days TENANT will face eviction. LANDLORD at sole discretion will determine if Pet can remain after appropriate fees and applications are submitted.

**TENANT:**

\_\_\_\_\_  
TENANT/LESSEE                      DATE

\_\_\_\_\_  
CO-SIGNER                              DATE

\_\_\_\_\_  
TENANT/LESSEE                      DATE

\_\_\_\_\_  
CO-SIGNER                              DATE

\_\_\_\_\_  
TENANT/LESSEE                      DATE

\_\_\_\_\_  
CO-SIGNER                              DATE

\_\_\_\_\_  
TENANT/LESSEE                      DATE

\_\_\_\_\_  
CO-SIGNER                              DATE

**LANDLORD:**

\_\_\_\_\_  
LANDLORD/LESSOR OR AGENT                      DATE