



LEASE AGREEMENT

This LEASE is entered into this ____ day of _____, 20____, by and between Friend Rentals (aka Friend Enterprises, Inc), hereafter called "LANDLORD" and _____, hereafter collectively called "TENANTS."

The following is hereby expressly covenanted and agreed between the LANDLORD and TENANTS:

The LANDLORD hereby leases to TENANTS a ____ bedroom apartment located at _____; Morgantown, WV 26505. The lease is for a term of approximately twelve months starting May 20, 20____, at noon and ending May 10, 20____, at noon. The total rent is \$_____, payable in twelve monthly installments of \$_____ per month, strictly in advance and without demand on the fifteenth day of each month beginning May 15, 20____. Rents are delinquent after the 20th of each month at which time a fee of \$25.00 per day late will be applied.

Apartment will be used as a residence only. Only those TENANTS who sign this lease may reside there. Failure to sign for all TENANTS will result in an extra charge per month and/or eviction of said parties. In addition, that extra amount will be charged for all previous months of residency. No unlawful business or activities shall be carried on or permitted on the premises.

TENANTS must pay \$_____, the sum total of the last month's rent, at the signing of this lease. This amount will be held as security against any extra charges or damages to the apartment during the term. Should there be extra charges or damages, TENANTS will receive written notice for payment of said charges. TENANTS agree to pay charges within thirty (30) days of receipt. If payment is not received, the amount will be subtracted from this security. Any and all amounts remaining of this security on April 1, 2017 will be applied to the last month's rent.

TENANTS have examined the apartment, the building and all related areas and grounds before signing this lease and found that they are inhabitable and satisfactory in all respects at the time of the lease signing. No promise to TENANTS to alter, remodel, improve, repair, decorate or clean the premises or any part thereof, and no representation respecting the condition of the premises or the building have been made by LANDLORD to TENANTS.

No painting, alterations or repairs by TENANTS are permitted without LANDLORD'S written consent. No additional appliances such as small refrigerators or hot plates may be brought into the apartment.

TENANTS are individually liable to pay their share of said rent. It is the responsibility of TENANTS to immediately notify LANDLORD should any tTENANT move out of said unit and to work together to find a replacement. Failure to notify LANDLORD will result in remaining TENANTS being liable for all said rent.

TENANTS are jointly responsible for any damages to the premises caused by TENANTS or their guests. This responsibility includes all interior walls, doors, floors, ceilings, furniture, appliances and every other article contained therein, as well as any damage or cleaning of exterior doors, windows, screens, walls, walkways or other portions of the property deemed to be part of their rental unit.

Apartment will be cleaned to minimum standards prior to move-in. Further cleaning of the apartment to bring it up to the TENANTS' standards is the TENANTS' responsibility. TENANTS must call at least two days in advance to arrange to pick up keys for the apartment. Should Tenants fail to give this advance notice, tenants assume all responsibility for cleaning of said apartment. Should TENANTS move into the apartment prior to the beginning lease date, there will be a \$50.00 per day charge and tenants shall



be responsible for any and all cleaning. A check-in sheet outlining the condition of the apartment will be left in the apartment. TENANTS shall have one week after initial move-in to return this sheet to LANDLORD. If not returned by that time it will be assumed there are no damages or needed repairs.

TENANTS will each receive one key for the apartment and one key for the mailbox (if applicable). If keys are not returned to LANDLORD by the termination date of this lease, TENANTS will be charged \$100.00 to replace locks. There will be a \$10.00 replacement fee for any key lost during the lease term.

LANDLORD agrees to pay for all the following utilities: electric, natural gas, garbage, water and sewage. TENANTS are responsible to pay for telephone, internet and cable, if desired. TENANTS acknowledge the requirement for reasonable usage of said utilities including not setting the heat above 74 degrees or the air conditioning (where available) below 72 degrees. TENANTS agree not to let water run when not in use and to report any leaks promptly to the LANDLORD. Failure to report leaking toilets, faucets or other water leaks will result in an excess water usage charge to the TENANTS. TENANTS are not to use electric space heaters unless such heaters are approved by the Morgantown Fire Department and the LANDLORD.

TENANTS acknowledge that failure to pay rent when due will result in eviction from the apartment unit. TENANTS acknowledge that eviction does not release TENANTS from responsibility to pay rents through the lease period including all charges and late fees. LANDLORD will, at his option, pursue collection of said rents using the Court of Monongalia County and/or registered collection agencies.

TENANTS shall have the right to sublet the apartment, subject to written approval of the LANDLORD and remaining TENANTS. LANDLORD'S consent to sublet *does not* release TENANTS from liability under this lease. In the case of subletting, the original TENANTS remain responsible for signing a sublet lease and sending payment of rent to LANDLORD. Only the TENANTS who sign this LEASE are permitted to reside in the apartment. No guest or visitor may stay longer than three consecutive days, without LANDLORD'S written consent.

LANDLORD shall have the right to enter the premises at any reasonable time to view the condition of the apartment, make needed repairs, or show prospective tenants. Every effort will be made to notify the TENANTS prior to entry. Entry may be made at any time to protect life or preserve property.

LANDLORD shall be responsible for **all** repairs to the interior and exterior of the premises. It is the responsibility of the TENANTS to report any damage or repairs needed to LANDLORD immediately upon discovery. TENANTS are responsible for clogged toilets after hours. A clogged toilet reported after hours will be addressed the following business day. Any other maintenance or repairs will be handled in a timely manner. LANDLORD is limited by the availability of servicemen and parts. No adjustments in rent will be made for any down time. This includes all appliances, water heaters, plumbing, heating and cooling. LANDLORD is not liable to pay for repairs done without his consent. TENANTS agree to pay for all damages caused by their negligence.

TENANTS agree to keep the apartment and surrounding areas clean, sanitary and free of trash. All trash must be placed in securely tied bags and placed in the tote or dumpster outside the building. If a tote is being used, TENANTS agree to move it to the sidewalk the evening prior to garbage pickup and return in to its place before 6PM on garbage day. Failure to return tote will result in a \$25 fee for LANDLORD to do it. No trash or other flammable materials are to be stored on porches, balconies or in furnace closets. TENANTS assume responsibility for ice and snow removal on stairs and sidewalks. Periodic inspections of the apartment will be made by maintenance staff to check for cleanliness, damages and needed repairs. Other unannounced inspections may be made as deemed necessary by LANDLORD.

LANDLORD agrees that TENANTS may occasionally have friends and relatives for a small celebration or birthday. However, no more than twelve people may be present in the apartment or on any deck or balcony at one time and then only during reasonable hours. No large parties or beer kegs are



permitted in the apartment, parking lot or surrounding area. Violation of this rule will be grounds for eviction. TENANTS assume responsibility for all actions of and damages caused by their visitors and guests.

TENANTS, if in full compliance with this Lease Agreement, may ask to renew this lease before the expiration of the term. Any such renewal request must be in writing and with the agreed upon rent rate and be received no later than November 15 of the term year. If a renewal request is not received, LANDLORD will begin showing the apartment to perspective tenants. The final decision to renew this LEASE is left solely to the LANDLORD.

TENANTS acknowledge that no one is allowed on any roof area for any reason other than emergency egress. Should TENANTS or their guests be found on the roof or any damage to the roof be caused by the TENANTS, this will be grounds for immediate eviction.

TENANTS agree that should TENANTS vacate the premises without cause and in violation of this lease, the LANDLORD can, at his discretion, lease the premises to new TENANTS. In the event that the premises are re-leased, LANDLORD will limit damages against TENANTS to those actually incurred by TENANTS.

TENANTS agree to have all belongings brought into the apartment fully insured through renter's insurance and to save LANDLORD from claims of damage by fire, water, theft or other perils beyond LANDLORD'S control. LANDLORD shall not be liable for loss or damages resulting from failure, interruption, or malfunction of the utilities, appliances or fixtures provided to the TENANTS under the terms of this Lease. LANDLORD shall not be liable to the TENANTS, TENANTS' guests, family or agents for any personal injury or damage to personal property caused by an act or negligence of any person other than the LANDLORD. TENANTS agree to indemnify and hold harmless LANDLORD from and against all claims for damages to property or personal injury and costs, including attorney fees, arising from TENANTS' use of the premises or from activity, work or things done or permitted by TENANTS in or around the premises. TENANTS agree that should any litigation occur, it shall be in the courts of Monongalia County, West Virginia. Should apartment be ruled uninhabitable for any reason such as fire, flood or other cause, damages to TENANTS shall be limited to the return of unused portion of rent.

At the expiration of the lease, TENANTS shall remove all goods and personal effects and peaceably yield up the premises to LANDLORD in the same condition as when TENANTS moved in, ordinary wear and tear excepted. Failure to move out by the specified time and date, without prior approval of LANDLORD, shall result in a \$100.00 charge for each day or partial day beyond the lease end date. Any delay to move in by the new TENANTS caused by TENANTS not moving out on time or due to excessive cleaning and repairs will be charged at a prorated amount or actual charge to the TENANTS. This will also include any compensation necessary to satisfy new TENANTS for their inconvenience. This charge will be determined at the sole discretion of the LANDLORD. If TENANTS do not remove their personal property from the premises at the end of the term, TENANTS shall be conclusively presumed to have abandoned the same, and TENANTS' title thereto shall pass under this lease as a bill of sale to LANDLORD without additional payment by LANDLORD to TENANTS. All such goods will be disposed of at LANDLORD'S discretion. TENANTS shall leave forwarding addresses so they can receive any additional damage charges or fees.

TENANTS agree to share all communication between LANDLORD and TENANTS with each other. TENANTS acknowledge that LANDLORD's notice to one TENANT is a notice to all TENANTS and that one TENANT'S notice to LANDLORD is a notice from all TENANTS.

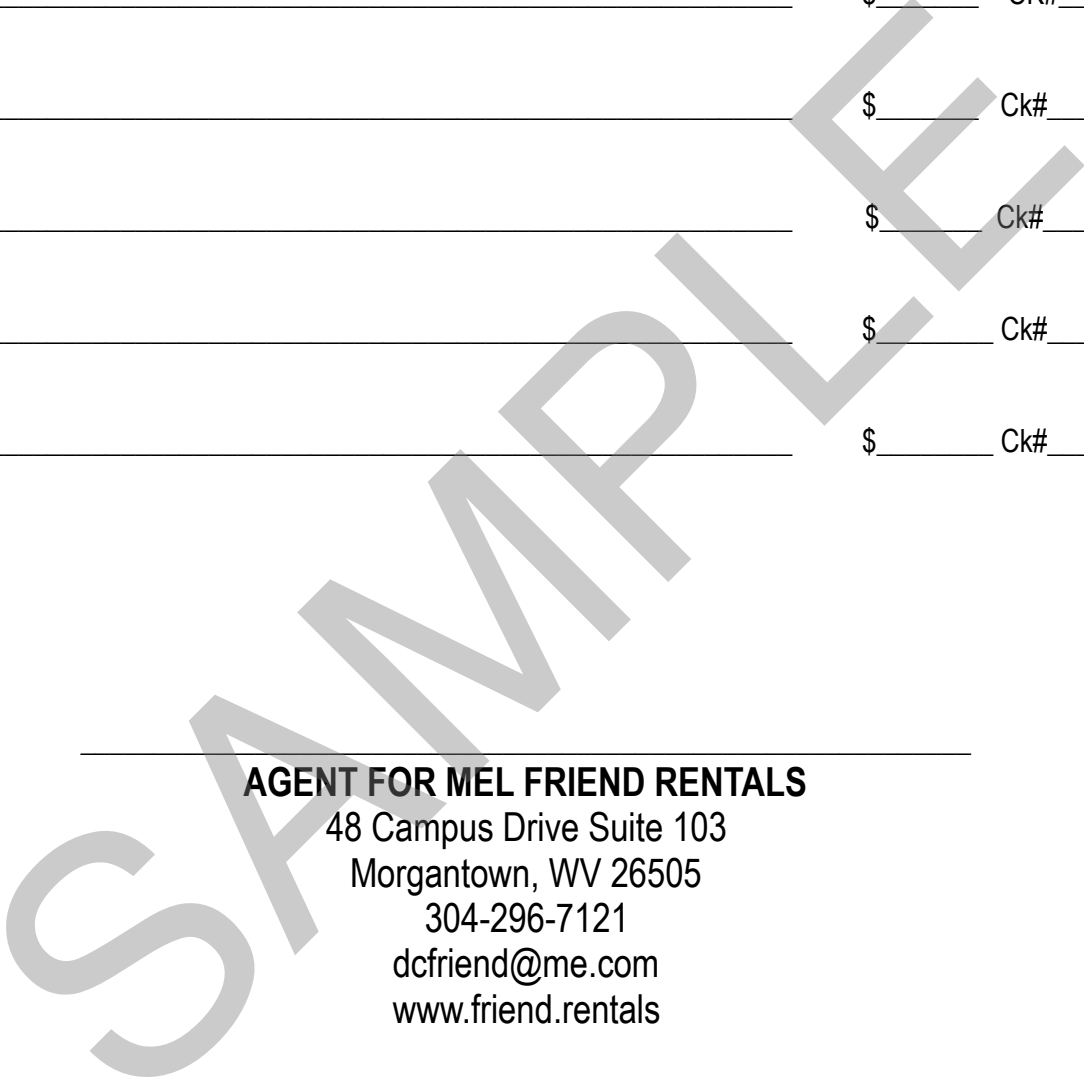
Off-street parking where available requires a parking lease. No visitor parking is provided.



The conditions of this lease are separate, the validity of each not being dependent upon the other. This lease along with the attached **Rules and Regulations Regarding the Leased Premises Addendum** constitutes the entire agreement between the parties. The breach of any condition of this lease is considered substantial. This lease is executed in three copies (one for each TENANT and one for LANDLORD) consisting of six pages each, each copy to be considered an original for all purposes. I have read, understand and agree to the terms of this lease and sign it without duress.

Prepaid Rent

_____	\$ _____	CK# _____
_____	\$ _____	Ck# _____
_____	\$ _____	Ck# _____
_____	\$ _____	Ck# _____
_____	\$ _____	Ck# _____



AGENT FOR MEL FRIEND RENTALS

48 Campus Drive Suite 103
Morgantown, WV 26505
304-296-7121
dcfriend@me.com
www.friend.rentals



Rules and Regulations Regarding The Leased Premises Addendum

1. LANDLORD offers several ways for TENANTS to make their rental payment. **TENANTS can mail checks or money orders to 48 Campus Drive Suite 103, Morgantown, WV 26505.** They must reach the office no later than the 20th of each month to avoid late charges. TENANTS can also drop off their rent in the black box located outside the office on Campus Drive. TENANTS can pay rent online. LANDLORD does not keep regular office hours and is available by appointment only.

2. There are several ways to report needed maintenance to LANDLORD. TENANTS can drop off a note in the box outside the office door. TENANTS can call 304-296-7121 or 304-216-4505 and leave a message. TENANTS can text a message to the above phone numbers. In any case, if TENANT is not contacted within twenty-four hours, please notify LANDLORD again.

3. TENANTS acknowledge responsibility for their own safety by keeping all exterior doors and windows closed and locked, and to make sure they know who someone is before letting them into their apartment. TENANTS are not permitted to install any chain or lock devices on any interior or exterior door. No locks can be installed or changed without LANDLORD'S written consent.

4. The sidewalks, hallways, passages and stairways shall not be obstructed by the TENANTS or their guests or be used for any other purpose than ingress and egress to their respective units.

5. Nothing shall be placed on the outside of the building or in the windows, window sills, or other projections and no signs or advertisements shall be placed on any part of the building. No satellite dishes or antennas are permitted.

6. TENANTS shall not do or permit anything on the premises that will in any way increase the fire risk of the building. Use of any open flame devices such as candles, fireworks, or torches is strictly prohibited. Use of any such devices can result in immediate eviction and loss of security deposit. Gasoline and other flammable liquids are not permitted on premises. Christmas lights are not permitted on outside decks or balconies. TENANTS acknowledge that the Morgantown City Fire Code limits the number of people permitted in an apartment at any time for any reason to one person per 200 square feet of living space. Violation of this code can result in an immediate eviction by the City with fines assessed. No large parties or beer kegs are permitted on premises at any time.

7. DOGS, CATS AND OTHER PETS OR DOMESTIC OR WILD ANIMALS ARE NOT PERMITTED ON THE PREMISES AT ANY TIME FOR ANY REASON. FEEDING STRAY OR UNAUTHORIZED ANIMALS IS PROHIBITED. Should a pet be found on the premises, TENANTS will be fined \$50.00 per day, retroactive to the day of discovery until such animal is removed and a written notice of said removal is delivered by TENANTS.

_____ TENANTS will not have pets on premises

_____ TENANTS will sign pet lease (where applicable)

TENANT INITIALS _____

8. TENANTS agree to clean up any overflow of water from a toilet, commode or sink and prevent the same from causing damage to any apartments located beneath them. No feminine napkins, tampons or other foreign objects are to be flushed down toilets. TENANTS assume all responsibility for damages done by their neglect.

9. TENANTS agree to keep thermostat set at no lower than 72 degrees when leaving the apartment for breaks or over a weekend. TENANTS are encouraged to leave a light on in the apartment and to leave a radio playing in a bedroom to discourage break-ins. All doors and windows should be securely locked.



10. TENANTS must keep their apartment neat and clean. Should TENANTS fail to do this, LANDLORD has the right to have the apartment cleaned and bill TENANTS.

11. TENANTS must immediately report to LANDLORD any problem that could jeopardize the safety of the TENANTS or result in damage to the building. This includes water leaks, broken doors or windows, electrical shorts, natural gas leaks and malfunctioning smoke or fire detectors.

12. LANDLORD agrees to insure that all fire alarms and smoke/carbon dioxide detectors operate and are in good working order at move-in. TENANTS assume all responsibility to test the smoke detectors regularly and to report to the LANDLORD any malfunctioning detectors or alarms. TENANTS are to evacuate the building and call 911 and the LANDLORD every time any alarm goes off. Fire alarms are not connected to the fire department automatically. Tampering with smoke detectors or other fire alarm equipment is against the law and subject to fines instituted by the Morgantown Fire Department.

13. All TENANTS have the right to the quiet enjoyment of their apartment. TENANTS represent and warrant that they shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the other tenants of the building or neighbors in adjacent buildings, and that all television sets, radios, computers, stereo equipment or any other appliances shall be turned down to a level of sound that shall not interfere or annoy the other tenants of the building or neighbors of adjacent buildings. Special attention must be paid to noise levels between 12:00 AM and 7:00 AM. Receipt of two violations of this provision will be grounds for eviction.

14. TENANTS acknowledge that any porch or deck attached to the premises is for the enjoyment of the TENANTS only. No indoor furniture such as couches or kitchen chairs are permitted on decks at any time for any reason. Such areas are not built nor intended to hold large numbers of people. No gas grills are permitted in or around the premises by order of the Morgantown Fire Department.

15. TENANTS and TENANTS' guests are not to throw anything off porches, decks or out of windows for any reason. TENANTS are responsible to clean up trash immediately after any small parties. If trash is not cleaned up within twenty-four hours, LANDLORD will clean up trash and TENANTS will be billed a \$50.00/hour cleanup fee.

16. TENANTS and their guests are not permitted to park their vehicles in the grass or other areas not intended for vehicular traffic.

17. No air conditioning units may be operated after October 15 or before April 15. TENANTS agree not to set air conditioning (where applicable) lower than 72 degrees as this will cause the unit to freeze up and result in an extended period without air conditioning and a service call.

18. In the event TENANTS lock themselves out of the apartment, contact the office and we will assist you. If it is after business hours, there will be a \$20 charge.

19. Should TENANTS experience water leaking through the apartment ceiling from an apartment above, TENANTS agree to contain the water by using a bucket or other container and contact the people living in the above apartment to try to find out the source of the water, before notifying maintenance. A commode overflowing or leaky trap can usually be rectified without an emergency maintenance call out.