

PROPERTY LEASE

LEASE AGREEMENT, entered into between Sandra J. Dobbs (Landlord) and _____ and _____ (personally) (Tenant). For good consideration it is agreed between the parties as follows:

1. **Location:** Landlord hereby leases and lets to Tenant the premises described as follows: 1029 Nease Drive Charleston, WV 25312
2. **Term:** This lease shall be for a term of 12 months, commencing on _____ and extending through _____
3. **Rent:** Tenant shall pay Landlord the term rent of \$_____ during said term, in monthly payments of \$_____, each payable monthly on or before the first day of each month in advance. Payments received by Landlord late will be assessed a late fee of \$25.00. Three late payments shall constitute a contractual breach of the Lease. Payments shall be sent to P.O. Box 11592 Charleston, WV 25339. Tenant's security deposit will be \$950.00 payable at the beginning of the Lease term at the signing of the Lease and cannot to be used at any time towards monthly rental payments.
4. **Utilities and Services:** Tenant shall at its own expense provide the following utilities or services: Tenant must pay promptly as they become due all charges for furnishing all utilities assessed for the location including but not limited to: water, electricity, gas, sewer, garbage service, sanitation, fire, and other public utilities to the premises during the lease term.

Landlord shall at its expense provide the following utilities or services: None [specify]

Landlord does not warrant the quality or adequacy of the utilities or services specified above, nor does Landlord warrant that any of the utilities or services specified above will be free from interruption caused by repairs, improvements, or alterations of the building or the premises or any of the equipment and facilities of the building, any labor controversy, or any other causes of any kind beyond Landlord's reasonable control. Any such interruption--and any other inability on Landlord's part to fulfill Landlord's lease obligations resulting from any such cause--will not be considered an eviction or disturbance of Tenant's use and possession of the premises, or render Landlord liable to Tenant for damages, or relieve Tenant from performing Tenant's lease obligations.

5. **Tenant further agrees that:** He will maintain the physical property (as at condition of occupancy) including but not limited to: General housekeeping and cleanliness, snow removal, grounds, shrubs, grass, plantings, windows, paint, etc. as well as general maintenance and beautification to the building. Any changes to the property must be approved by the Landlord in writing prior to work being started. Changes may be required to be undone and the building returned to its original condition as before the changes were made. The Tenant agrees to this stipulation when the Property Lease for this property is signed.

- a) **Condition of Premises:** Upon the expiration of the Lease it shall return possession of the leased premises in its present condition, reasonable wear and tear, fire casualty excepted. Tenant shall commit no waste to the leased premises.
- b) **Assignment or Subletting:** Tenant shall not assign or sublet said premises or allow any other person to occupy the leased premises without Landlord's prior written consent. Visitors may not stay or reside on the property for more than seven days total without the Landlord's written consent.
- c) **Alterations:** Tenant shall not make any material or structural alterations to the leased premises without Landlord's prior written consent. Tenant may not install, construct, or place on the outside of the property any structure, pool, pens, fences, stored material, vehicles, personal property, or equipment without the expressed prior written consent of the Landlord specifically identifying items outside house on the property.
- d) **Compliance with Law:** Tenant shall comply with all building, zoning and health codes and other applicable laws for the use of said premises.
- e) **Tenant's Conduct:** Tenant shall not conduct on premises any activity deemed extra hazardous, or a nuisance, or requiring an increase in fire insurance premiums. Bonfires or outside burning are not permitted at any time.
- f) **Pets:** Tenant shall not allow pets on the premises.
- g) **Right of Termination and Re-Entry:** In the event of any breach of the payment of rent or any other allowed charge, or other breach of this Lease, Landlord shall have full rights to terminate this Lease in accordance with state law and re-enter and re-claim possession of the leased premises, in addition to such other remedies available to Landlord arising from said breach.

6. **Subordination:** This Lease shall be subordinate to all present or future mortgages against the property.

7. **Time of Essence:** Time is of the essence in this agreement.

8. **Indemnity:** Tenant will indemnify and hold Landlord and Landlord's property--including the leased premises--free and harmless from any liability for injury to or death of any person, including Tenant, or for damage to property arising from Tenant's using and occupying the premises or from the act or omission of any person or persons, including Tenant, in or about the premises with or without the Tenant's express or implied consent.

9. **Binding of Heirs and Assigns:** Subject to the provisions of this lease against assignment of Tenant's interest under this lease, all lease provisions extend to and bind, or inure to the benefit of, the parties to this lease and to every heir, executor, representative, successor, and assign of both parties.

10. **Rights and Remedies Cumulative:** The rights and remedies under this lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

11. **Choice of Law:** This agreement is to be construed under West Virginia [name of state] law. All obligations of the parties created under this lease are performable in Kanawha County, West Virginia [name of state].

12. **Legal Construction:** If any one or more of the lease provisions are for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this lease, which will construed as if it had never included the invalid, illegal, or unenforceable provision.

13. **Prior Agreements Superseded:** This agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

14. **Amendment:** No amendment, modification, or alteration of this lease is binding unless in writing, dated subsequent to the date of this lease, and duly executed by the parties.

15. **Additional Lease Terms:** Smoking is not permitted on the premises of this Property Lease. And the following:

a. Lease option for first refusal on the renewing of this lease, prior to (within 60 days) the end of it's term, shall be extended to the above named tenant so long as Tenant remains in good standing by fulfilling the terms of this lease. This option is not binding on the Landlord's options to modify the terms of the lease for the lease term, including but not limited to monetary terms of the lease. Tenant will give the Landlord a 60 day notice prior to the vacating of the property.

b. Tennant shall carry liability insurance and deliver a copy of said document(s) specifically naming the Landlord and protecting the Landlord in every and all ways from liability associated with the Tenant's use directly or indirectly of this leased property or any other activities entered into by the Tenant.

c. Landlord is not responsible in any way for property of the Tenant which may be damaged or stolen due to environmental conditions , acts of God, flooding, water damage, structural failure, fire, or any other situations involving the building, grounds, facilities, or components there of.

d. Landlord may enter the premises and building as necessary for inspection investigation or repairs. Landlord will attempt to notify Tenant ahead of time.

16. **Lease Buy Out Option:** If the Tenant vacates the leased property prior to the full term duration of the Lease, such vacancy shall not absolve Tennant of their contractual responsibility for the balance of the rental payments do the Landlord. This amount shall not exceed the amount of 4 monthly payments if a total amount of 4 monthly payments is made in advance (before the last day of the month the Tennant completely vacates the premises) to the Landlord.

17. **Additional Lease Terms Sheet Attached:** [] YES [] NO **DATE:** _____ **Numbered items:** _____

Signed this _____ day of _____, 20_____.

IN WITNESS OF THIS AGREEMENT, the Landlord and Tenant execute this agreement as of the day and year first above written.

LANDLORD : Sandra J. Dobbs [typed name of Landlord]

By _____ [signature]

P.O. Box 11592 Charleston WV 25339
[address] [city] [state] [zip code]

TENANT: _____ [typed name of Tenant]

By _____ [signature] _____ [signature]

1029 Nease Drive Charleston WV 25312
[address] [city] [state] [zip code]