

# RESIDENTIAL LEASE

## ABSOLUTELY NO PETS ALLOWED

**THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND THE TERMS OF THIS CONTRACT, PLEASE CONTACT AN ATTORNEY.**

In consideration of the mutual agreements and covenants set forth below, the payment of rent and the deposit of the amounts specified below to secure the premises from damage, the Lessor hereby leases to Tenant(s) the premises described below for the term stated. The leased premises shall be used as a dwelling, and not otherwise, and shall not be sublet, assigned or transferred in any manner without the written consent of the Lessor.

1. **Term of Lease: Month to Month**, beginning the 1st day of May, 2005.
2. **Rental:** \$ \_\_\_\_\_ per month **due on** the 1<sup>st</sup> day of every month.
3. **Tenant and Location:** Description of Leased Premises:  
NAME:

ADDRESS: 201 East Main Street, The Carlyle Building, Louisville, Kentucky 40202 Apt. # \_\_\_\_\_

4. **OCCUPANTS:** In addition to the above named tenant these are the only occupants that are to occupy the leased premises; the Lessor or Agent must approve any other person(s).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **UTILITIES:** It is the obligation of the Tenant(s), upon moving into the apartment, to contact the Louisville Gas & Electric Company to provide for electricity in Tenant's name as the **Lessor does not provide any gas or electricity.**
6. **APPLIANCES:** Appliances to be furnished by the Lessor: Stove \_\_\_\_\_ Refrigerator \_\_\_\_\_.
7. **LATE FEES/OTHER CHARGES:** Tenant(s) shall pay to Lessor at the above address the monthly rent specified on or before the first day of each month, in advance. The time of each and every payment is of the essence of the lease. **It is hereby understood that a \$30.00 LATE FEE shall be charged in the event the rent is not paid by the 5th day of each month. COURT COSTS and LEGAL FEE (S) will be added to the amount due; and payable only in the form of a MONEY ORDER, CERTIFIED OR CASHIER'S CHECK ONLY. Additionally, a \$30.00 charge will be assessed for any check or draft returned by the bank for reasons of insufficient funds or any other reason.**
8. **FLAMMABLE LIQUIDS/APPLIANCES:** The use of gasoline, kerosene, butane, propane, other similar portable fuels, **AND/OR** similar portable fuel burning appliances or stove(s) used for cooking is prohibited by law and this agreement.
9. **TENANT'S DUTIES/RESPONSIBILITIES:** In addition to Tenant's duty to maintain property, the Tenant(s) shall:
  - a) comply with all obligations imposed on Tenant(s) by building and housing code(s) materially affecting health and safety;
  - b) keep that part of the premises that he/she occupies or uses as clean and safe as possible;
  - c) dispose from his/her dwelling unit all ashes, garbage, rubbish, and/or other waste in a clean, safe, and timely manner and to the proper designated trash dumpster.
  - d) keep all plumbing fixtures used within the dwelling unit and premises as clean as possible;
  - e) use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in/on the premises in a reasonable manner;
  - f) not negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit his/her guest(s) to do so;
  - g) conduct himself/herself and require his/her guest(s), while on the premises with his/her consent, to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of the premises;
  - h) abide by any rules or regulations adopted by the Lessor from time to time during the lease term in order to preserve and promote the property, facilities, fairly distribute services, convenience, safety, and welfare of tenants in the premises or on the common areas;
  - i) be responsible for the cost of all broken glass with regard to the demised premises.
10. **INSURANCE:** **Lessor does not insure Tenant's person or personal property in the leased premises or elsewhere. All liability shall be at the risk of the Tenant only.**  
It is the responsibility of the Tenant(s) to carry the necessary Fire and Casualty Insurance for the contents of the demised premises. The Tenant(s) will carry insurance, as Tenant(s) deems necessary therefore. The Tenant(s) shall do nothing during the term of this lease to cause the Lessor's insurance rates to increase.
11. **INSPECTION AND ACCEPTANCE OF PREMISES:** **The premises are leased in the conditions found.** The Tenant(s) states that the leased premises have been examined to the extent necessary to ascertain its condition. Lessor shall not be liable to the Tenant(s) or anyone on the premises, with consent or at the invitation of the Tenant(s), for property damage or personal injuries arising out of the condition of the leased premises. **The Tenant(s) shall indemnify Lessor, agents, and employees, from any such claims and hold them harmless in the event that such damage or injury arises out of the Tenant's failure to maintain or repair the leased premises.** It being understood that the Tenant(s), and all others, take(s) the premises as they find them.

12. **ACCESS TO LEASED PREMISES:** The Lessor shall have access to the demised premises at all reasonable times in order to inspect same, make necessary or agreed repairs, improvements, supply necessary or agreed services; exhibit the leased premises to prospective or actual purchasers, mortgages, tenants, workmen, or contractors. Unless impractical to do so, the Lessor shall give at least 48 hours notice of his/her intent to enter. In addition, the Lessor will enter the Tenant's apartment once per month to spray for pest control. This will be done on the third Wednesday of every month and your apartment must be accessible for this purpose. This will serve as your blanket notice that Lessor will enter monthly for this purpose. You will not receive 48 hours notice for entering for this purpose.
13. **BANKRUPTCY:** The Lessor may terminate the lease should the Tenant(s) be declared bankrupt during the term of this lease. If so terminated, the Tenant(s) agrees to promptly vacate the property removing all property and belongings. Upon Tenant's failure to vacate the Lessor may take all steps necessary, including storage of Tenant's property and Lessor shall not be responsible to Tenant for loss or damage due to causes beyond Lessor's control
14. **POSSESSION OF BUILDING BY ANOTHER ENTITY:** The Lessor has the option to terminate this lease and its terms should any competent authority take part of or the whole building containing the leased premises for any purpose or public use. Termination of lease shall be upon, and not before, the date when possession of the taken part shall be required for said purpose or use. Rent shall be apportioned to the date of termination. Lessor shall be entitled to the entire compensation for the part of the premises taken without apportionment to the Tenant(s).
15. **EXPIRATION/TERMINATION OF LEASE:** Upon expiration or termination of this lease, Tenant(s) shall yield up immediate possession. Tenant(s) will remove all property and belongings, and deliver all keys to the address where rent is payable. Upon Tenant's failure to vacate, the Lessor may take steps necessary to remove Tenant(s) and his/her property as provided by the law. Tenant(s) shall not acquire additional rights or extensions of the lease terms by reason, such as, holding over. In addition to all remedies provided by law, Tenant(s) shall pay a pro rata sum as rent and any other actual damages suffered by the Lessor. **It is hereby agreed that if the Tenant(s) remain in possession of the demised premises after the term of this lease, in absence of a renewed written agreement, the tenancy shall continue on a monthly basis.**
16. **PAY OR QUIT NOTICE:** Lessor shall have the right to terminate the rental agreement if the rent is unpaid when due and the Tenant(s) fails to pay rent within seven (7) days after **written pay or quit notice** has been given by the Lessor. In such event, Lessor may re-enter the leased premises immediately; take all action necessary to remove remaining property and belongings of the Tenant(s); and relet or sublet, as Tenant's agent, without notice and responsibility for damages resulting therefrom.
17. **Rules and Regulations and Drug Addendum:** The Tenant(s) hereby covenants and agrees that he/her, his/her employees, agents, and visitors, shall comply with all **Rules and Regulations and Drug Addendum** of which said **Rules and Regulations and Drug Addendum** are attached and marked Addendum "A" and "B" respectively." Said **Rules and Regulations and Drug Addendum** are subject to change by Lessor with written notice to Tenant(s).
18. **Security Deposit:** The Tenant(s) herewith deposits with the Lessor the sum of \$\_\_\_\_\_ as a Security Deposit. It is understood and agreed that said Security Deposit may be held in a non-interest-bearing basis. **Said Security Deposit shall be refunded to the Tenant(s), provided the Tenant(s) has fully and faithfully carried out the terms, covenants, and conditions of this lease.** The Security Deposit will be refunded to the Tenant(s) if all of the following terms and conditions are fulfilled to the satisfaction of the Lessor:
  - a) this lease is terminated at the end of the initial term or any renewed term and Tenant(s) is are not in default
  - b) a thirty (30) day written notice of intent to vacate must be given by Tenant(s) to the Lessor
  - c) tenant surrenders possession and all keys to the Lessor
  - d) inspection after surrender of possession by Lessor or his agent reveals to the sole satisfaction of Lessor or his/her agent that the premises are clean and free of damage, notwithstanding normal wear and tear
  - e) nothing herein shall be deemed to limit the liability of Tenant(s) for damage to the demised premises. The above-said Security Deposit shall not be considered liquidated damages
  - f) Tenant(s) forwarding address must be left with the Lessor or his agent
19. **APPLICATION:** The application to rent the premises, herein leased, is made a part of this lease. Tenant(s) warrants the information contained therein is true, and if false, the Lessor has the option to terminate the lease. This lease contains the entire agreement between these parties. No oral agreements or representations have been made by the Lessor or shall be binding upon the parties unless set forth in writing, in the lease. Tenant(s) acknowledge(s) that he/she has received a copy of **Rules and Regulations and Drug Addendum, Exhibit "A" and "B"**.

