

VALLEY VIEW APARTMENTS, LLC

Monroe Cottages

JOHN R. WILSON

1703 Jefferson St N Suite 3

Lewisburg WV 24901

304-661-6001

RESIDENTIAL RENTAL AGREEMENT

THE FOLLOWING IS A MEMORANDUM OF AGREEMENT BY AND BETWEEN JOHN R. WILSON, HEREINAFTER CALLED THE OWNER, AND _____ HEREINAFTER CALLED THE RENTER(S). THE OWNER AGREES TO RENT THE PROPERTY LOCATED AT:

**XXX MONROE AVENUE
LEWISBURG, WV 24901.**

THE OWNER AND THE RENTER(S) ALSO AGREE TO THE FOLLOWING:

1. THE RENT SHALL BE _____ PER MONTH. THE LEASE SHALL BE IN EFFECT FOR A TERM OF TWELVE (12) MONTHS COMMENCING ON _____ AND TERMINATING ON _____. THIS LEASE MAY BE RENEWED ON A YEARLY BASIS WITH A THREE (3) PERCENT INCREASE. RENEWAL LEASES MUST BE SIGNED AND RECEIVED BY THE OWNER NO LATER THAN JANUARY 1 OR THE APARTMENT MAY BE LEASED TO SOMEONE ELSE FOR THE FOLLOWING TERM.
_____(INITIAL)
2. THE RENTER(S) SHALL PAY A _____ SECURITY/DAMAGE DEPOSIT DUE AT THE SIGNING OF THE LEASE. THE DEPOSIT WILL BE HELD BY THE OWNER AND REFUNDED TO THE RENTER(S). WITHIN THIRTY (30) DAYS AFTER THE RENTER(S) MOVE, LESS ANY RENTS DUE AND LESS ANY DEDUCTIONS FOR DAMAGES. THE SECURITY/DAMAGE DEPOSIT MAY NOT BE USED IN LIEU OF RENT FOR THE LAST MONTH OF OCCUPANCY.
_____(INITIAL)
3. THE RENTER(S) SHALL BE RESPONSIBLE FOR ALL UTILITIES, INCLUDING WATER, SEWER, ELECTRIC, AND DATA CABLE. USE THE FIRST DAY OF YOUR LEASE AGREEMENT AS THE START DATE. THE OWNER IS RESPONSIBLE FOR TRASH PICK UP.
_____(INITIAL)
4. THERE ARE TO BE NO ALTERATIONS TO THE PROPERTY PREMISE WHATSOEVER.
5. IT IS UNDERSTOOD THAT THE OWNER IS NOT LIABLE FOR ANY LOSS OF PERSONAL PROPERTY PLACED ON THE PREMISE BY THE RENTER(S) IN CASE OF FIRE, THEFT, OR DAMAGES OF ANY KIND. IT IS UNDERSTOOD THAT THE OWNER IS NOT RESPONSIBLE FOR ANY INJURY TO THE RENTER(S) OR TO ANY OF THE RENTER'S VISITORS WHILE ON THE PREMISE.
6. A CHECKLIST WILL BE PROVIDED FOR YOU TO DOCUMENT THE HOME'S CONDITION WHEN YOU MOVE IN. IT IS UNDERSTOOD THERE SHALL BE NO LARGE NAIL HOLES, SCREW HOLES OR OTHER DAMAGES TO CEILINGS, WALLS, FLOORS, OR WOODWORK. SMALL NAIL HOLES OR OTHER DEVICES MAY BE USED TO ATTACH PICTURES TO THE WALLS BUT ANY DAMAGE CAUSED TO THE WALLS SHALL BE THE RENTER'S RESPONSIBILITY TO THE OWNER UPON MOVING OUT.
7. IT IS UNDERSTOOD THAT THE RENT IS DUE AND PAYABLE ON THE **FIRST DAY OF EACH MONTH. A TWENTY-FIVE DOLLAR (\$25.00) LATE CHARGE WILL BE ADDED TO RENTS THAT ARE RECEIVED THREE (3) DAYS LATE.** AN EVICTION NOTICE WILL BE SERVED FOR RENTS THAT ARE MORE THAN TEN (10) DAYS LATE UNLESS OTHER ARRANGEMENTS FOR PAYMENT HAVE BEEN MADE.
_____(INITIAL)
8. IT IS UNDERSTOOD THAT THE OWNER WILL MAINTAIN THE EXTERIOR OF THE PROPERTY. NO CARS OR VEHICLES WILL BE PARKED ON THE LAWN, NOR WILL ANY JUNK BE ALLOWED TO ACCUMULATE. LAWN AND SHRUBS ARE TO BE MAINTAINED BY THE OWNER.
9. THE RENTER(S) FURTHER AGREE THAT:
 - A) UPON THE EXPIRATION OF THE LEASE, THE RENTER(S) WILL RETURN POSSESSION OF THE LEASED PREMISE IN ITS PRESENT CONDITION, ALLOWING FOR REASONABLE WEAR AND TEAR. ANY CLEANING

CHARGES AND/OR DAMAGE REPAIRS WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT. ALL CARPETING IS TO BE PROFESSIONALLY CLEANED. THE RENTER(S) SHALL LEAVE NO TRASH IN OR ON THE PREMISE.

- B) THE RENTER(S) SHALL NOT ASSIGN OR SUB-LET OR ALLOW ANY OTHER PERSON TO OCCUPY THE LEASED PREMISE WITHOUT THE OWNER'S PRIOR WRITTEN CONSENT.
- C) THE RENTER(S) SHALL NOT MAKE ANY MATERIAL OR STRUCTURAL ALTERATIONS TO THE LEASED PREMISE WITHOUT THE OWNER'S PRIOR WRITTEN CONSENT.
- D) THE RENTER(S) SHALL COMPLY WITH ALL BUILDING, ZONING AND HEALTH CODES AND OTHER APPLICABLE LAWS FOR SAID PREMISE.
- E) THE RENTER(S) SHALL NOT CONDUCT BUSINESS OF ANY KIND UPON THE PREMISE.
- F) THE RENTER(S) SHALL KEEP THE PREMISES SUFFICIENTLY HEATED TO PREVENT FREEZING OF WATER PIPES AND FIXTURES. **ANY AND ALL DAMAGES FROM FREEZING AND/OR BURSTING PIPES WILL BE REPAIRED AT THE RENTERS' EXPENSE.**
- G) THE RENTER(S) SHALL OBTAIN THE RENTER'S INSURANCE AND PROVIDE A COPY OF THE SAME TO THE OWNER PRIOR TO THE MOVE-IN DATE.

_____(INITIAL)

- 10. IT IS AGREED THAT THE OWNER WILL GIVE A THIRTY (30) DAY WRITTEN NOTICE TO THE RENTER(S) SHOULD A BUYER BE READY TO PURCHASE AND CLOSE ON THE SALE OF THE PROPERTY.
- 11. IT IS UNDERSTOOD THAT THE **RENTER(S) WILL GIVE A SIXTY (60) DAY WRITTEN NOTICE** TO THE OWNER PRIOR TO VACATING THE PREMISE ON _____.IF THE RENTER(S)ARE NOT COMPLIANT IN THIS MATTER, THE RENTER(S) WILL FORFEIT THE SECURITY/DAMAGE DEPOSIT.

_____(INITIAL)

- 12. IT IS UNDERSTOOD THAT PAINTING IS NOT ALLOWED WITHOUT THE CONSENT OF THE OWNER. PAINTING OF FLOORS OR WOODWORK IS NOT ALLOWED UNDER ANY CIRCUMSTANCES.
- 13. IT IS UNDERSTOOD AND AGREED UPON THAT IF THE RENTER(S) DO NOT ABIDE BY THIS AGREEMENT, OR IF THE RENTER(S) VIOLATES ANY PROVISION OR COVENANT THEREOF, THE ENTIRE AMOUNT OF THE RENTAL AGREEMENT REMAINING SHALL BECOME DUE AND PAYABLE THEREON AND SUCH PAYMENT, INCLUDING THE SECURITY/DAMAGE DEPOSIT, SHALL BE RETAINED BY THE OWNER, PLUS ANY DAMAGES AFFORDED THE OWNER BY LAW.
- 14. IT IS UNDERSTOOD THAT NO MORE THAN TWO (2) PEOPLE SHALL OCCUPY THIS PREMISE.

_____(INITIAL)

- 15. THE RENTER(S) AGREE THAT THE HOUSE IS RENTED "AS IS." ANY REPAIRS OR IMPROVEMENTS WILL BE AT THE OWNER'S OPTION AND AT THE OWNER'S CONVENIENCE. RENTER(S) WILL SUPPLY AND MAINTAIN ALL LIGHT BULBS. THE COST OF REPAIR FOR ANY DAMAGE(S) CAUSED BY THE RENTER(S) TO ANY APPLIANCE, HEATING AND COOLING SYSTEM AND/OR PLUMBING WILL BE AT THE RENTERS' EXPENSE. **ALL MAINTENANCE REQUEST SHALL BE IN WRITING FROM THE RENTER(S) TO THE OWNER AND CAN BE EMAILED TO wilsonpllc@gmail.com**

_____(INITIAL)

- 16. IT IS AGREED THAT AC/HEATING FILTERS ARE TO BE CHANGED ON A THREE (3) MONTH BASIS BY THE RENTER(S).
- _____(INITIAL)
- 17. IT IS AGREED THAT UNDER NO CIRCUMSTANCES ARE ANY AUXILIARY HEATING UNITS TO BE USED. **NO SMOKING OR CANDLE BURNING OF ANY KIND SHALL BE DONE INSIDE THE PREMISE.**
- 18. AT THE DISCRETION OF THE OWNER, ONE (1) PET IS ALLOWED AND SHALL WEIGH NO MORE THAN 50 LBS. AN ADDITIONAL FEE OF ONE HUNDRED DOLLARS (\$100.00) **PER MONTH** WILL BE ADDED TO YOUR RENT PAYMENT.
- 19. IT IS UNDERSTOOD THAT THE OWNER OR ANY AGENT OF THE OWNER SHALL HAVE THE RIGHT TO INSPECT THE PROPERTY BETWEEN THE HOURS OF 8:00AM AND 8:00PM ON ANY DAY AFTER GIVING THE RENTER(S)A TWENTY- FOUR (24) HOUR NOTICE.
- 20. IT IS UNDERSTOOD THAT IF THE PROPERTY IS FOR SALE OR LEASE, THE RENTER(S) MUST ALLOW THE SHOWING OF THE PROPERTY UPON REQUEST.
- 21. RENT SHOULD BE MADE OUT TO VALLEY VIEW APARTMENTS AND MAILED TO:
VALLEY VIEW APTS, 1703 JEFFERSON ST N, STE 3, LEWISBURG, WV 24901 OR PLACED IN THE SECURE DOCUMENT BOX LOCATED AT THIS LOCATION.
- 22. FURTHER AGREEMENTS: IT IS UNDERSTOOD THAT _____, NAMED AS THE RENTER(S), ARE RESPONSIBLE TO THE TERMS OF THIS LEASE. THE UNDERSIGNED RENTER(S) ARE JOINTLY AND SEVERALLY RESPONSIBLE AND LIABLE FOR ALL OBLIGATIONS UNDER THIS AGREEMENT.

SIGNATURE PAGE TO FOLLOW

VALLEY VIEW APARTMENTS, LLC

Monroe Cottages

JOHN R. WILSON, OWNER

wilsonpllc@gmail.com

304-661-6001

SIGNATURE _____ DATE _____
JOHN R. WILSON, OWNER

OR

SIGNATURE _____ DATE _____
REBECCA POWERS, PROPERTY MANAGER

SIGNATURE _____ DATE _____
, RENTER

XXX MONROE AVENUE
LEWISBURG, WV 24901

PHONE: _____
PERMANENT ADDRESS: _____
EMAIL ADDRESS: _____

SIGNATURE _____ DATE _____
, RENTER

xxx MONROE AVENUE
LEWISBURG, WV 24901

PHONE: _____
PERMANENT ADDRESS: _____
EMAIL ADDRESS: _____

RENT PAYMENT ADDRESS:
VALLEY VIEW APARTMENTS
1703 JEFFERSON ST N, STE 3
LEWISBURG, WV 24901

A SECURE DOCUMENT DROP BOX IS LOCATED AT THIS ADDRESS.