

ROSEDALE RENTALS LEASE AGREEMENT

This contract made and entered into this _____ by and between _____, herein referred to as the Owner and _____, herein referred to as the Renter(s) or Tenant(s), under the following terms, conditions and covenants:

ARTICLE I

- 1.01 **Property address:** _____
- 1.02 **Property description:** _____
- 1.03 **Occupancy:** There shall be no more than _____ adult tenants and no more than _____ total tenants to dwell at this property. Tenant(s) only shall have use of washer/dryer. The premises are to be used and occupied solely for residential purposes. The premises are not to be used for any unlawful purpose. Tenant(s) shall comply with all building and housing codes and all other health and safety regulations, including all other governmental regulations.
- 1.04 **Names:** The above property is specifically (including minors) to be occupied by _____
- 1.041 **Adding Tenants/Occupants to Agreement:** – If the unit being rented accommodates additional occupants, you need to notify the Landlord and add them to the agreement, within the first week of their arrival to the rental unit.
- 1.042 **Subletting Prohibited:** Tenant/Occupants shall not have the right to assign this Agreement or to sublet the Premises or any part thereof without the prior written consent of Landlord/Owner.
- 1.043 **Guest Policy:** Anyone not listed as an occupant is a guest and should not stay longer than two consecutive nights without written permission from the Landlord/Owner and should not stay more than 7 nights in any one month without permission from the Landlord/Owner. If it is determined that you have violated this policy, it is in default of the agreement, and a 7-day notice to vacate the premises could be executed.
- 1.044 **Unit Address:** The USPS mailing address associated with the unit is ONLY for the use of the tenants that have signed this written agreement. Do not allow others to use your mailing address. While it may not be illegal, according to the law, it will be a default of agreement, and a 7-day notice to vacate the premises could be executed.
- 1.05 **Rate:** Renter will pay rent rate of: _____ per month, due and payable on the first (1st) day of each month.
- 1.051 **Pay Rent Payment In-Full by due date:** Partial payments do not extend the due date.
- 1.052 **Late Rent Payment:** Rent not paid by the due date shall constitute late payment and subject to a \$20 late fee. If rent is paid by cash, check, Venmo, PayPal after the due date without late fee or if rent is mailed postmarked after the stated due date, without late fee, late fee amount may be held from your security deposit. Rent not paid by due date may receive a 7-day notice to pay or vacate premises. ***Rent not paid within seven days after the due date, is in default of agreement, and a 7-day notice to vacate premises will be initiated.***
- 1.053 **Insufficient Funds:** Rent paid by a check with insufficient funds will constitute a default and is subject to the late fee, \$25.00 service charge and the cost of the check. **The second insufficient fund offense will result in the late fee, a \$50.00 service charge, and check amount and 7-day notice to vacate premises because of default. All insufficient fund charges are due 7 days upon notification. Tenant(s) shall incur any or all court costs associated with settling a dispute of insufficient funds.**
- 1.054 **Abandonment:** The tenant shall notify the landlord of any kind of extended absence of three or more weeks from the premises within the first week of the absence period. Failure on the part of the tenant to give the landlord notice of this extended absence, is hereby agreed to be stipulated as an abandonment of the premises, allowing the landlord to enter and take possession of the premises without further demand for rent or notice of possession; to turn off all utilities and to change the locks on said premises. In the event the tenant abandons said premises, all items, furniture, furnishings, etc., left at said premises belonging to the tenant or guest(s) may be removed by the landlord with no obligations upon the landlord to preserve, maintain and/or store the abandoned goods. Any cost in disposing of said goods shall be at the cost of the tenant.
- 1.06 **Terms:** This agreement shall begin on the _____ and is renewed every time rent is collected by due date. This is a month-to-month contract requiring a written 30-day notice by either landlord or tenant to terminate the agreement unless there is a default in agreement in which the landlord shall give a 7-day notice as stated and agreed upon in this contract.
- 1.07 **Security deposit:** Renter will pay a security deposit in the amount of _____ to secure the performance of the terms, conditions and covenants contained in this agreement and the rules and regulations thereof. Security Deposit account at Kentucky Bank 0992712. As stated in 1.18, proper procedure for vacating premises, rent shall be paid in full to termination date. Renter(s) shall NOT consider security deposit to be their payment for their last month's rent. Renters' failure to vacate premises by termination date will cause renters to incur a charge of two times the daily prorated rent rate for each day they occupy the premises after termination date. Landlord shall have the right to change locks the day of agreement termination, unless otherwise agreed upon in writing. All items left at said premises belonging to the tenant or guest(s) may be removed by the landlord with no obligations upon the landlord to preserve, maintain and/or store the abandoned goods. Any cost in disposing of said goods shall be at the cost of the tenant. The defects noted will be corrected at the expense of the renter. Any cleaning and/or repairs that are needed and were exasperated by the Tenant(s) neglect to notify Landlord, will be corrected at the expense of the renter. Cleaning and maintenance costs are stated in the Move-Out Guidelines. ***Tenant(s) is financially responsible for rent for 30 days from notice, whether, they remain on the premises, unless otherwise agreed. If landlord must pursue legal action against tenant(s) to procure restitution above security deposit amount, tenant(s) shall pay all court costs.***
- 1.08 **Return of the security deposit:** The security deposit shall be returned to the renter within four (4) weeks, after a satisfactory checkout, as provided in this agreement. Should the checkout be unsatisfactory, return may take longer, as the costs of repairs and replacement of damaged items are assessed. Security deposit refund checks will be divided equally among tenants unless otherwise indicated in writing. *Please see "Normal Wear & Tear" on the website.
- 1.09 **Utilities:** Utilities (electric, gas, water, sewer, and trash pick-up) shall be provided by landlord to a total maximum of _____. Any fees above these amounts shall be paid in addition to the rent payment by the renter. You do NOT have permission to install satellite internet or TV. Furthermore, your selection of "Internet Service" may be limited to previous provider as to maintain the integrity of the building structure and service lines.
- 1.10 **Pets: \$250 Non-refundable Check In Fee per pet and \$50 Monthly Pet Fee per pet – Dogs (under 50 lbs.) and Cats Only and must check-in and pay deposit and fees before allowing pet to live on Premises. Please see Pet Policy and Check-in Agreement.** ~Do NOT feed strays. ~No guests accompanied by pets or ESA's. ~Do not board pets for other people at the property you are renting. ~Guests with certified/registered **Service Animals** are allowed. This does NOT include your friends' ESA's. They are not allowed on the property. Any non-checked in animals found on property will constitute a default and tenant(s) will be charged \$30 per day per animal to board it at unit, until required deposit(s) and fee(s) are paid and sufficient check-in and paperwork is completed. Any boarding fees not paid directly to Landlord will be held from security deposit. Pet maximum is one per adult tenant.
- 1.11 **Service Animals and ESA's:** **Tenants shall Check-in Service Animals/ESA's with the Service Animal/ESA Check-In Agreements PRIOR to housing animal at unit.** While a Tenant with a Service Animal or ESA is not obligated to pay additional rent or deposit, the tenant shall observe the necessary regulations as the responsible party for said Service Animal or ESA. Regarding the facility's security deposit, as a joint agreement, the whole security deposit will be subject to any damages or fees associated with said Service Animal or ESA. If Service Animal or ESA constitutes a threat to the health or safety of other tenants, or otherwise creates a nuisance, which disturbs the rights, comfort, or quiet enjoyment of other tenants, a request for removal of the Service Animal or ESA will be initiated. Reasonable accommodations for ESA's and Service Animals are established. Any unchecked-in animals found on property will constitute a default and tenant(s) will be charged \$30 per day per animal until check-in and sufficient paperwork is completed. An ESA is a prescription from a licensed medical health professional. *Please see sample letter for help with providing sufficient paperwork.
- 1.12 **No Parties:** Parties that disturb the peace shall constitute a default and grounds for a 7-day notice agreement termination. Tenants and/or guests shall never be on the roof of structure and shall respect neighbors and the City Noise Ordinance by keeping the noise at a respectable level.
- 1.13 **Renter maintenance:** Renter(s) shall keep the premises in a good and tenable state of repair. Landlord will inspect property, change HVAC filters, as needed. Smoking, including but not limited to tobacco products, electronic cigarettes, and cannabis, is **prohibited** inside the rental unit and all shared common area. Violations of this clause is in default of this agreement. Renter(s) shall keep areas around HVAC and water heaters clear – do NOT use for storage. Renter(s) will be responsible financially, if the units' functions are compromised. Should tenant(s) introduce pests such as roaches or bedbugs, tenant(s) shall be responsible to manage the removal and the cost thereof. Tenant(s) shall notify Landlord(s) at first notice of pest problems and shall present

Landlord(s) with a statement showing the problem has been eradicated. Landlords occasionally spray for things like spiders, ants, etc....but do not hold responsibility to eradicate every single insect. The tenant is responsible for daily normal insect removal. Renter(s) shall keep property clean in a way that does not attract such pests. Renter(s) is responsible for purchasing and replacing light bulbs, purchasing and replacing them with the same kind and color that is being replaced and keeping fire alarms in working order, including replacing batteries. Tenant(s) shall NOT ever change doorknobs and/or locks. Tenant(s) should use a reasonable sized nail and/or screws when securing wall hangings. If nails and/or screws over 1/4" are used, or command strips are not removed and/or not removed properly, Tenant(s) may be charged for drywall repair. The tenant will give prompt notice to the Landlord of any defects or breakage in the building and fixtures therein. The tenant will be liable for any repairs necessitated by the tenants or their guests' negligence or lack of special care, including but not limited to all screens, windows, and doors. Heat, water, and electricity will be maintained and repaired by the Landlord, when needed and not an issue with the utility company. Tenant(s) shall not attempt to execute any kind of major repairs to the unit without the consent of the Landlord. Should a Tenant find the inhabitation unsatisfactory for any other reason than heat, water, or electricity, they should give notice to terminate agreement and move. Tenants should not use indoor furniture outdoors. **Tenant(s) shall never remove any appliances or fixtures from the property. No painting, renovation or extensive repair is to be done by the renter unless agreed upon in writing. No satellite dishes are to be installed upon premises. No entering or exiting through windows, unless in an emergency.**

- 1.14 **Grounds keeping:** Landlord performs lawn care maintenance, including mowing, but NOT snow removal. **The tenant is responsible for garbage removal.** Landlord provides garbage can through the city, tenant maintains in accordance with City of Morehead regulations. Costs for maintaining grounds due to the renter's neglect may be deducted from security deposit.
- 1.15 **Parking:** Renter and guests shall respect designated parking. Do not block other tenants' parking, driveways or roadways.
- 1.16 **Inspection:** Owner maintains the right to periodically inspect premises. If major problems are found, the renter will be given a reasonable amount of time to correct problems. If problems are not resolved to satisfaction of owner, it shall be considered a default and renter will be given a 7-day notice to vacate.
- 1.17 **Release of liability:** The tenant releases the landlord from liability for any loss or damage to any person or thing on the premises, however occurring. The landlord will not be liable for loss of damage to the person or property of the tenant or any other person on the premises resulting from any cause whatsoever other than that caused by the landlord's willful negligence. Renters, at the renter's option and expense, may provide insurance on their own personal property as may be deemed necessary by the renter. Renter acknowledges owner has no obligation to provide insurance on renter's personal property and will forever release and hold owner harmless of any damage or liability.
- 1.18 **Procedure for vacating premises:** Thirty (30) days prior to the date of moving given on the first of the applicable month, renter shall (a) execute in writing or text intent, receiving confirmation, to vacate the premises stating the day/date premises will be ready for inspection and stating any unequal security deposit disbursements, (b) pay rent in full to termination date, (c) allow the owner to show the premises during that thirty-day period, (d) allow the owner to make any necessary repairs during that thirty-day period, (e) Remove ALL personal belongings from premises, and (f) The premises must be thoroughly cleaned to include, but not limited to, all appliances, fixtures, furnishings, floors, windows, doors, woodwork, cabinets, and carpets.

ARTICLE II -Events of Default and Remedies

- 2.01 **Events of Default:** The following shall constitute events of default hereunder:
- (a) if any rents are not received by the owner on time, or
 - (b) if the renter fails to observe or perform any covenant or condition as provided in this agreement.
 - (c) if the renter eliminates lines of communication with Landlord such as changing phone numbers without notifying Landlord
- 2.02 **Remedies:** Upon the happening of any event of default and at any time thereafter, the owner may:
- (a) give renter notice to vacate and clean the premises within seven (7) days and/or
 - (b) after expiration of the seven (7) day notice, and at owner's discretion, may remove and dispose of any personal property or debris, without further notice or liability to the renter.
 - (c) collect any rents, damage, or charges, owing under the agreement after default and/or evictions.
 - (d) terminate this rental agreement upon the giving of lawful notice to the tenant. The failure of the landlord to exercise the option to terminate shall not constitute a waiver of the right to exercise the same at any other time.

ARTICLE III - Miscellaneous

- 3.01 **Notices:** All notices shall be in writing or texted (receiving confirmation) and shall be deemed to be sufficiently given or served when mailed to Rosedale Rentals c/o: Kristi Wilson, PO Box 1484, Morehead, KY 40351 or texted to 606-776-4197, with a reply of receipt.
- 3.02 **Entirety:** This rental agreement and rules and regulations thereof represent the entire agreement between the renter and the owner, and no provisions, warranties expressed or implied, not contained in signed written documents, shall be binding on the renter or the owner.
- 3.03 **Enforcement:** Any clause found unenforceable shall not make any other clause unenforceable.

Executed this _____.

I hereby agree with the conditions thereof in this agreement and acknowledge that I am aware of the stipulations of Animal Policies, RENT DUE DATE and payment instructions, Tandem Parking Instructions, Repair & Maintenance Policy, Move-Out Guidelines, Normal Wear & Tear, City of Morehead Garbage Can Regulations, and Potential Costs upon check-out, which can be viewed at *www.rosedalerentalsinfo.com and/or are stated directly in this agreement.

Tenant/Occupant signature _____ Date _____ cell # _____

Emergency Contact & Phone Number _____

Tenant/Occupant signature _____ Date _____ cell # _____

Emergency Contact & Phone Number _____

Tenant/Occupant signature _____ Date _____ cell # _____

Emergency Contact & Phone Number _____

Tenant/Occupant signature _____ Date _____ cell # _____

Emergency Contact & Phone Number _____

Landlord signature ~ date