

Lease Agreement

This agreement, made and executed this _____ day of _____, 20____ by and between Denigan _____ LLC, Hereinafter referred to as "Lessor" and _____ and _____, Hereinafter referred to as "Lessee(s)".

1. DESCRIPTION OF PREMISES

Lessor hereby leases to Lessee(s) the premises at _____ to be used and occupied by Lessee(s) as a residence and for no other use of purpose whatsoever.

2. TERM

This lease shall begin at 11:00am EST on _____, _____, 20____ and end at 11:00am EST on _____, _____, 20____.

3. RENTS AND CHARGES

Lessee(s) jointly and severally agree to pay Lessor as rent the sum of \$_____ Dollars per month payable in advance, to be at **1655 Burlington Pike (Hillcrest Homes Drop box), PO box 6268 Florence, Ky 41022** or Pay Lease (located at www.leasepurchasepros.com or to Pay Lease by Phone at 1-866-729-5327) by 8pm EST on the first day of the month. Rent payments should be made payable to Lessor, as identified herein. In the event of a default on the tenant's part in paying the rent, Lessee(s) agrees that this will become a Daily Rental until such time rent is brought current and that the full balance due for the lease term may become due immediately at Lessors' discretion. After proper notices are given by the Lessor, the Lessee(s) agrees that a Daily Rental term would begin immediately following the Lessee(s) failure to cure the default. Lessee(s) agrees to have any arrears up to date by the tenth (10th) day from failure to cure default or Lessee(s) will vacate the premises immediately or be subject to arrest for theft of services and/or trespassing. Each Lessee is responsible for payment of the entire balance of rent due. The rent is considered to be late until the rent due along with any outstanding charges is paid in full by the prescribed time and received by Lessor. A \$100 late fee will be assessed against the Lessee(s) for any rent payment not received on or before the 10th day of the month. An additional Ten (\$10.00) per day late fee will be assessed on any rents or late fees still owed after the 20th day of the month and will continue to be assessed on any outstanding balance until paid in full or expiration of this lease agreement. A service charge of Fifty (\$50.00) Dollars will be assessed for any check returned by the bank for any reason in addition to the above late fee(s). If a personal check for rent is returned by a bank for insufficient funds, then personal checks may no longer be accepted and only money orders or cashiers checks will be accepted as payment of rent if deemed necessary by Lessor. Payments received will be applied in the following order: property damage, bad check charges, late charges, delinquent rent and balance to current rent. **Lessee(s) agree that notice to vacate premises may be given immediately upon nonpayment of rent and accept seven (7) days notice as reasonable.**

4. SECURITY DEPOSIT AND DAMAGES

Lessee(s) agree to pay \$_____ Dollars on deposit, which sum shall be security for the strict performance of all Lessee(s)'s obligations under this lease. The security deposit amount will be maintained in a separate, non-interest bearing account during the term of this lease. The security deposit shall be returned to the Lessee(s) within a reasonable time after the Lessee(s) cease to occupy the premises and all keys have been returned, less any applicable fees or charges as noted in this lease agreement. The security deposit is not to be deducted for the last month's rent or to be used in lieu of the last month's rent by the Lessee(s). Lessee(s) shall be immediately liable for any

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amount in excess of the security deposit should costs to Lessor exceed the security deposit amount. Failure to move in or out of the premises per the dates in Section 2, is cause for immediate forfeit of the entire security deposit. Lessee(s) agree to provide Lessor with accurate forwarding address and phone number.

5. BREAKING THE LEASE

If Lessee(s) move or breach this lease in any way, the Lessee(s) shall be jointly and severally liable for any and all damages stemming from said move or breach. Said damages shall include but are not limited to all rents due and owing on the balance of this lease or until said unit is under a new lease agreement, costs of advertising unit available, and cost of unit preparation and repair of any and all damages to the premises as well as reasonable Legal Fees. Breach of this lease agreement in any way is cause for automatic forfeiture of the entire security deposit. Early termination of this lease agreement will also impose a termination fee of \$_____. All notice from Lessee(s) to Lessor shall be delivered in person or through the U.S. Postal Service.

6. CONDITIONS OF PREMISES AND INSPECTION

The premises are now in good repair and at termination of this lease; the Lessee(s) shall deliver up and surrender the premises to the Lessor in good repair and in same condition as when premises were made available for this lease agreement, normal wear and tear excepted as determined by Lessor. Lessee(s) along with Lessor will complete the Move-In / Move-Out Inspection sheet at the beginning and end of this lease agreement. Lessee(s) shall give Lessor prompt notice of any defects or breakage in the structure, equipment or fixtures of the premises. Lessor will provide reasonable, prompt attention to deficiencies given proper notice. Emergencies must be reported to Lessor immediately after proper public authorities are notified. Lessor may at all reasonable times, enter upon premises to inspect and care for same, or to make repairs. Lessor will make reasonable effort to notify (usually 48 hours) Lessee(s) in advance of entrance to the unit. Lessor may enter at any time on an emergency basis. Alterations will be made only with written approval of the Lessor. Lessee(s) are solely responsible for any repairs or work done without prior notice to and approval by Lessor. If any unauthorized alterations are made, Lessee(s) agree to return the premises to an acceptable condition as determined at the sole discretion of the Lessor immediately upon notice from the Lessor and at Lessee(s) sole expense. Lessee(s) agree that the unit is "pest" free and will return it in the same condition; Lessee(s) are responsible for all extermination costs or removal and abatement of pests.

Rental units must be kept in a clean and sanitary condition at all times. Garbage and all trash must be placed in proper receptacles. Littering is strictly forbidden. Lessee(s) are solely responsible for any and all snow removal from walks, driveways, or common areas and landscape/lawn maintenance.

Lessee(s) shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and home associations, if any, with respect to the premises. Lessee(s) will promptly pick up and remove any items delivered to premises including periodical subscriptions, packages and / or advertisements.

7. NUMBER OF OCCUPANTS

Lessee(s) agree that premises shall not house or provide residence or address to any person other than those listed above on this lease agreement as Lessee(s). Lessee(s) will be considered in breach of this agreement and are subject to eviction if a "guest" or any person other than Lessee(s) stays on or in the premises for more than three (3) days without prior written approval of the Lessor.

8. SUBLETTING

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Lessee(s) may sublet only by obtaining written approval from Lessor thirty (30) days prior to subletting. Approval for subletting will be at the sole discretion of the Lessor and will require a completed Lease Application by subleter. Subletting does not release Lessee(s) from their obligations under this lease agreement; Lessee(s) and approved subleter become jointly and severally liable for all terms set forth in this lease agreement.

9. ANIMALS

No animals, pets or otherwise, are allowed on the premises without written permission of the Lessor and a signed Animal Agreement is in place and attached to this lease agreement. Lessee(s) gives Lessor permission to immediately remove and possibly place into an animal shelter any and all unauthorized animals, pets, mammals, fish, birds, insects, and reptiles discovered on the premises. Lessee(s) is responsible for all costs associated with removal and care. Lessee(s) will not keep, feed, water or care for stray or known animals anywhere on the premises. Lessee(s) will notify Lessor of animals or pests on the premises immediately.

10. MAINTENANCE AND REPAIR

Shower curtains must be used when showering unless a shower stall with doors is in place in each shower or bath area of the premises. Lessee(s) agree to vent the bathroom area with the vent/exhaust fan or by opening the window at all times when showering.

Repairs or service required to the premises and for all fixtures including toilets, sinks, tubs and drain lines will be charged to the Lessee(s). Appliances are delivered in good working order and will remain as such during the term of the lease. Lessee(s) are responsible for all repairs or maintenance to provided appliances. For heating and air conditioning problems, the first \$75 dollars for a service call shall be at the expense of the Lessee(s). Furnace filters shall be changed every 60 days if it's found that the service call is the result of dirty filters lessee shall be responsible for a the entire service and repair bill.

Lessor reserves the right to apply aThirty-five (\$35.00) Dollars per hour fee (with minimum of one (1) hour) for labor to repair damages or for the cleaning, preparation and maintenance of premises. Lessee(s) will be charged for any damages caused by tape, nails or any attachment devices used on the walls, doors, ceilings or anywhere on the premises.

When Lessee(s) move out, the premises will be cleaned and repaired to Lessor standards before any or all of the security deposit will be refunded. Carpets must be professionally steam cleaned at the Lessee(s) expense within thirty (30) days prior to breach or end of term of this lease agreement. Should Lessee(s) fail to have the carpets cleaned a charge of Four-Hundred (\$400.00) Dollars will be assessed for carpet cleaning. Receipt for carpet cleaning is required from Lessee(s).

Lessee(s) agree to provide and pay for utility service including storm sewer fees to the premises during the term set forth above. Lessee(s) agree to maintain acceptable heating temperatures in the unit during winter months. Lessee(s) agree to maintain functional telephone service to the unit at all times and to provide such telephone number to Lessor immediately upon service.

11. USE OF PREMISES

Lessee(s) will not use premises for business or gainful enterprise. Lessee(s) shall not keep or have on or around the premises any article or thing of an illegal, dangerous, inflammable, or explosive character or that might unreasonably increase the danger of fire on or around the premises or that might be considered hazardous. Lessee(s) agree they will

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NOT overload electrical circuits in any way; only UL approved power strip surge protectors will be utilized.

Lessee(s) will build no fires, light any fireworks or candles, detonate any explosives of any type or produce flames of any kind on the premises. A gas barbeque grill is permitted on the premises if agreed to by Lessor and is kept at least twenty (20) feet from the structure. Lessee(s) agree they will not alter the physical premises in any way or paint any area or surface of the premises. Lessee(s) are responsible for garbage or damage caused by any visitor or other Lessee(s) on the premises. Lessee(s) agree not to occupy or use the roof areas of the premises in any way.

Lessor will assess a Twenty-Five (\$25.00) Dollar charge for each Notice of Lease Violation delivered to Lessee(s).

12. DISPLAY OF SIGNS

During any time under the term of this lease agreement, Lessor or Lessor's agent may display "For Sale", "For Rent", "Vacancy" or similar signs on or about the premises and enter to show the premises to prospective purchasers or tenants.

Lessee(s) agrees not to display signs of any kind on or about the premises.

13. ABANDONMENT

Lessor may dispose of any of Lessee(s) abandoned personal property as Lessor deems appropriate, without liability to Lessee(s). Lessor is entitled to presume that Lessee(s) have abandoned the premises if Lessee(s) remove substantially all of Lessee(s) furnishings from the premises, if the premises are unoccupied for a period of greater than one (1) week without notice to Lessor, or if it would otherwise be reasonable for Lessor to presume under the circumstances that the Lessee(s) have abandoned the premises. All Lessee(s) property is considered abandoned if left on the premises upon breach or after the end of this lease agreement term. Lessee(s) will forfeit their entire security deposit in the event Notice to Vacate is not properly and timely delivered to Lessor.

14. SECURITY

Locks may not be added or changed except by the Lessor.

Lessor is not responsible for personal items on or in the premises, which are lost, stolen, or damaged. Lessor requires that all tenants obtain renter's insurance.

Lessee(s) are not allowed at anytime to forcibly enter the premises, entry and exit must be made through the doors only and with use of the existing locks and hardware only. Lessee(s) agree not to make copies of the keys for the unit or premises at any time. Lessee(s) agree not to distribute keys for the unit or premises to any persons. Lessee(s) agree to a charge of One-Hundred-Fifty (\$150.00) Dollars in the event that the locks may be changed or any key provided by Lessor is not returned upon breach, end of lease term, abandonment or move-out of the premises.

Lessee(s) are responsible for replacing the battery in their smoke alarm and all light bulbs in the unit. Lessee(s) agree the smoke detectors are in good working order.

15. INSURANCE

Lessee(s) acknowledges that Lessor will not provide insurance coverage for Lessee(s) or their property, nor shall Lessor be responsible for any loss or damage of Lessee(s) property, whether by theft, fire, acts of God, or otherwise. Lessee(s) agree to hold harmless Lessor for any damages of any kind. Lessee(s) are required to maintain valid renters insurance at all times during the term of this lease.

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16. MISC. AGREEMENTS

Lessor will not be bound by any agreements or promises made between Lessor and Lessee(s) unless they are in writing, signed by all parties and attached to this lease agreement.

In any legal action to enforce the terms hereof or relating to the premises, regardless of the outcome, the Lessor shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee. Lessee(s) acknowledges all attorney's fees shall be classified and billed to Lessee(s) as "added rent."

Violations of any term will be cause for eviction and considered breach of lease agreement by Lessee(s).

Lessor reserves the right to waive or defer any or all fees. Lessor in no way gives up his right to rescind any exception and demand full payment of all rents, fees or charges due and strict compliance with all conditions of the Lease.

I affirm that I am of legal age to enter into and be bound by the terms of this lease agreement.

I agree that there have been no other agreements, verbal or otherwise made between Lessor and Lessee(s).

I HAVE READ AND FULLY UNDERSTAND THE POLICIES, PROCEDURES AND AGREEMENTS SET FORTH IN THIS LEASE AGREEMENT.

If any part of this lease is deemed unenforceable according to local or federal laws, the remaining terms of the lease will remain in full effect.

X _____ DATE _____

Signature of Lessee, _____

X _____ DATE _____

Signature of Lessee, _____

X _____ DATE _____

Signature of Lessor, Denigan _____ LLC by and through its Member/Manager

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