

RENTAL LEASE AGREEMENT

This Lease Agreement is made between the Tenant, _____, and Landlord, _____, hereby rents the dwelling located at _____ for the period commencing on _____ and terminating on _____. The Tenant, in exchange for the Landlord allowing occupancy of the specified property, agrees to abide by the following terms:

RENT:

1. The Tenant agrees to pay a monthly rental amount of _____, which is due in advance on the first day of each month. This rent may be adjusted periodically to reflect changes in utility costs, taxes, municipal services, property values, or inflation. Additionally, if the rent is not received by the Landlord by 5:00 PM on the fifth day of the month, a late fee of 5% will be applied, regardless of the reason, including returned payments. The Tenant also agrees to pay prorated rent of _____ on the first day of the second month of the lease term. All future full-month rent payments must be made on the first day of each month. Time is of the essence.

RETURNED CHECKS:

2. A fee of \$ _____ will be applied for payments returned due to insufficient funds. Following this, all future payments must be made via money order or certified check.

EXTRA VISITORS:

3. To The property shall be used as a residence for the _____ individuals listed:

A temporary guest is defined as an individual who stays on the property for no more than two weeks within any twelve-month timeframe

ACCEPTANCE OF PROPERTY:

4. The tenant agrees to accept the dwelling, along with all furnishings and appliances, in good and satisfactory condition unless a written notice detailing any concerns is submitted to the landlord within seven days of taking possession. Failure to provide such a statement will serve as definitive proof that no significant defects existed in the property.

UPKEEP AND REPAIRS:

5. The tenant agrees to prevent any deterioration and refrain from making alterations to the premises throughout the duration of this Rental Lease Agreement. This includes, but is not limited to, woodwork, flooring, plumbing, electrical, heating, and mechanical systems. The tenant specifically accepts responsibility for repairing any damage resulting from tacks, nails, or screws being inserted into walls or woodwork, as well as damage caused by rain, wind, or hail due to open windows or skylights, water overflow, clogged waste pipes, frozen pipes, broken glass, or damaged screens.

VEHICLES:

6. The tenant agrees not to park or store any type of motor home, RV, or trailer on the property and must keep their vehicles parked on the designated paved driveway.

SECURITY & OPTION DEPOSIT:

7. The tenant agrees to provide a deposit of \$ _____ as security for their commitment to fully comply with the terms of this Rental Lease Agreement. **NOTE: THIS DEPOSIT CANNOT BE APPLIED TOWARD RENT UNDER ANY CIRCUMSTANCES!** Any damages occurring during the term of the Rental Lease Agreement that were not previously reported as outlined in #4 will be repaired at the tenant's expense using funds separate from the deposit. This deposit grants the tenant the option to renew the Rental Lease Agreement at the same rental rate, subject to adjustments for market conditions, inflation, and tax increases. **If the tenant fails to provide a 30-day notice before the end of the Rental Lease Agreement, it will automatically renew for one year. A renewal notice will be sent via first-class mail**

to the address provided by the tenant.

PET DEPOSIT:

8. Pet is acceptable ☐ yes ☐ no

The tenant acknowledges and agrees that upon vacating the unit, all carpeted areas will undergo professional cleaning, deodorizing, and pest treatment, with all associated costs being the responsibility of the departing tenant(s).

Pet Addendum ☐ yes ☐ no

RESPONSIBILITIES OF THE TENANT:

9. To fulfill all tenant responsibilities as outlined in accordance with the applicable West Virginia Code Annotated, including but not limited to:
- (A) Taking necessary steps to ensure that no actions result in the landlord violating applicable building, housing, and health codes.
 - (B) Maintaining the dwelling in a clean and sanitary condition, disposing of garbage and trash regularly, and performing routine upkeep of plumbing, fixtures, faucets, and pipes. This includes keeping an adequate supply of salt in the water softener system (if applicable) and taking responsibility for mowing, trimming, watering, and mulching lawn and garden areas.
 - (C) Using all electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems, along with other appliances, in a safe and reasonable manner, including changing furnace filters on a monthly basis.
 - (D) Ensuring that the landlord's property is protected from damage, destruction, loss, removal, or theft.
 - (E) Conducting oneself, along with family, friends, guests, and visitors, in a way that does not disrupt others.
 - (F) Allowing the landlord access to the premises for inspections, repairs, or to show the property to prospective tenants at reasonable hours upon request.
 - (G) Complying with all terms of the Rental Lease Agreement, particularly paying rent on time and properly maintaining the property.
 - (H) Inspecting and ensuring that the smoke detector(s) have a working battery, as originally provided at the start of the Rental Lease Agreement.
 - (I) Prohibiting smoking inside the dwelling and preventing others from smoking within the premises.
 - (J) Obtaining written permission before installing satellite dishes.
 - (K) Violations of any covenants in this Rental Lease Agreement are considered irreparable and cannot be undone, reversed, or remedied. As a result, eviction proceedings may begin immediately without notice.

The tenant guarantees compliance with the above conditions in all respects and acknowledges that failure to fulfill these obligations will be grounds for termination of this Rental Lease Agreement and forfeiture of all deposits, with no further recourse.

ASSIGNMENT AND SUBLEASING:

10. The tenant agrees not to transfer this Rental Lease Agreement, sublet any portion of the property, or permit any individuals to reside in the unit other than those listed in Paragraph #3.

LEGAL EXPENSES AND ATTORNEY FEES:

11. The tenant agrees to cover all court costs and attorney fees incurred by the landlord in pursuing legal action or enforcing any rights under this Rental Lease Agreement or West Virginia state law. If any portion of this agreement is deemed unenforceable by law, the remaining provisions shall remain valid and enforceable in court without exception.

OWNER'S DECLARATION:

12. All rights granted to the Landlord under this Rental Lease Agreement shall be in addition to any legal rights currently in place or established in the future. The Landlord's decision to enforce or not enforce any right will not be considered a waiver of any other rights. A copy of this Rental Lease Agreement will be provided to the Tenant upon request. Any verbal or written assurances made by the Landlord or their representative regarding tenancy, repairs, modifications, or other terms will only be considered valid if documented in writing and explicitly included in this agreement.

PARTIAL PAYMENTS:

13. The Landlord's acceptance of any partial rent payments shall in no way be considered a waiver of their rights, nor shall it impact any prior notices or legal actions related to wrongful occupation initiated under the West Virginia Code Annotated.

ABANDONMENT:

14. If the Tenant vacates the premises for 15 days while rent remains unpaid, the Landlord has the right to take immediate possession and deny the Tenant access. The Tenant's belongings may be removed at their expense, and after 60 days, the items may be sold at public auction to recover any outstanding rent, utility bills, damages, repair costs, storage fees, or legal expenses owed to the Landlord.

RIGHT TO SIGN:

15. The individuals signing this Rental Lease Agreement as Tenants affirm and guarantee that they have the authority to sign on behalf of and legally bind all occupants.

UTILITIES:

16. Tenant will be responsible for payment of any utilities except for _____
the annual Emergency Ambulance Fee and any other expenses incurred during their residency. The Tenant expressly authorizes the Landlord to deduct any outstanding balances from any deposits if such bills remain unpaid after the termination of this Rental Lease Agreement.

TENANT INSURANCE

17. The Landlord shall not be held responsible for any loss of property due to fire, theft, breakage, burglary, or other causes, nor for any accidental injury or damage to persons or property within the leased premises or building. This includes, but is not limited to, incidents resulting from electrical failures, water damage, weather-related events, or issues arising from pipes, gas lines, sprinklers, or electrical connections, regardless of whether they stem from the negligence of the Landlord, their employees, contractors, agents, or any other cause. The Tenant agrees not to hold the Landlord liable for such losses or damages and is required to obtain a Renters Insurance Policy with sufficient coverage to mitigate these risks. The policy must list the Landlord as an additional insured and be secured before occupancy, with proof provided to the Landlord.

REMOVAL OF PROPERTY

18. The unauthorized removal of the Landlord's property (as listed below) without prior written consent shall be considered an abandonment and surrender of the premises, resulting in the Tenant's termination of the Rental Lease Agreement. In such a case, the Landlord has the right to take immediate possession of the property, deny the Tenant access, and store the Tenant's belongings at their expense until full reimbursement is made for any losses or damages incurred by the Landlord.

TERMINATION

19. All parties acknowledge that if the Tenant terminates this Rental Lease Agreement before the full term, including any agreed-upon renewals stated on page 1, it shall be considered a breach of tenancy. In such an event, all deposits shall be forfeited to the Landlord as liquidated damages, at the Landlord's discretion.

RENT

20. Rent payments, whether by check or money order, may be sent via the United States mail at the Tenant's own risk to _____, or as otherwise directed by the Landlord during the term of this Rental Lease Agreement. Any rent payments lost in the mail will be considered unpaid until received by the Landlord. Checks should be made payable to: _____

RETURN OF SECURITY & OPTION DEPOSIT

21. If the Tenant decides not to exercise their option to renew, as outlined in paragraph 7, they may be eligible for a refund of the deposit. The return of these deposits is contingent upon the following conditions:

- (A) The full duration of the Rental Lease Agreement has been fulfilled.
- (B) Formal written notice has been provided in accordance with paragraph #7.
- (C) There is no visible damage or deterioration to the premises, buildings, or grounds.
- (D) The entire residence, including appliances, closets, and cupboards, has been thoroughly cleaned and is free of pests; the refrigerator has been defrosted, all trash and debris have been removed, and carpets have been professionally cleaned, leaving them clean and odor-free.
- (E) All outstanding charges, including unpaid utility balances, have been settled.
- (F) All keys have been returned.
- (G) A forwarding address has been submitted in writing.

The Landlord shall return the deposit to the address given by the Tenant, listing all signatories, within sixty (60) days after the end of occupancy. Alternatively, the Landlord may make a claim against the deposit and will provide written notice to the Tenant.

LANDLORD AGENT

22. (A) The Landlord is represented by _____
(B) The Landlord has a property manager ☐ YES ☐ NO

PHONE

23. The Tenant agrees to provide the Landlord with current work, home, and emergency contact numbers. If any of these numbers change, the Tenant must inform the Landlord's office within three (3) days of the update.

REPAIRS

24. If repairs are needed, the Tenant should reach out to the Landlord or Property Manager. The Tenant agrees to take responsibility for any unauthorized changes or repairs made to the property. All parties involved in this Rental Lease Agreement acknowledge that any repair or work done by the Tenant will only be carried out by someone who is fully qualified and capable of doing so. The person performing the work will be entirely responsible for ensuring it is done safely and in compliance with all relevant laws. Additionally, the Tenant accepts responsibility for any accidents or incidents that may occur as a result of such work and agrees to indemnify the Landlord against any harm, legal action, or claims from others.

ACKNOWLEDGEMENT

25. In this Rental Lease Agreement, terms used in the singular will also apply to the plural, and terms in the masculine will include the feminine. The term "Owner" will also refer to the Landlord and Lessor, while "Resident" will include the Tenant and Lessee. The undersigned parties confirm that they have read and fully understand all provisions of this Rental Lease Agreement.

ATTACHMENTS

26. Notice of Agency Relationship attached ☐ yes ☐ no
Lead Based Paint attached ☐ yes ☐ no
Pet Addendum ☐ yes ☐ no

SUBDIVISIONS

27. ☐ This property is located within a subdivision and is subject to the covenants and restrictions of the subdivision. You can view or print the relevant covenants and restrictions at: _____

- ☐ This property is NOT part of a subdivision.

SPECIAL TERMS AND PROVISIONS

28. _____

Accepted with this agreement:

1st months' Rent Payable To: _____

Last Month's Rent Payable To: _____

Security Deposit Payable To/Held By: _____

Animal Deposit Payable To/Held By: _____

Accepted this _____ day of _____, 20 _____.

(Landlord)

(Tenant)

(Landlord)

(Tenant)

Broker/Representative

Mailbox Keys (# _____) ☐ yes ☐ no

Door Keys (# _____) ☐ yes ☐ no

Storage Building Keys (# _____) ☐ yes ☐ no

Laundry Room Keys (# _____) ☐ yes ☐ no

Garage Opener (# _____) ☐ yes ☐ no

Other: _____