

LEASE AGREEMENT

This agreement made and entered into this ____th day of ____, ____ between Thousand Hills Properties, LLC, 534 New Harmony Rd, Benton, KY 42025 hereinafter called LESSOR, and _____ and _____, herein after called LESSEE, whether one or more. Each LESSEE agrees to jointly and severally be responsible for the entire amount due for rent and utility overage(s).

WITNESSETH

That for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby enter into this Lease Agreement and agree as follows:

- (1) LESSOR herein leases unto the LESSEE, and the LESSEE hereby leases and takes from the LESSOR, for the terms and on the conditions hereinafter set forth, the property located at: _____.
- (2) LESSEE hereby promise and agree to rent and lease the above described property and to pay therefor as rent, the sum of _____ \$ (\$____) each month on the first day of the month for the term of this lease, said rental to be paid in advance. The rent for the first month shall be prorated in the amount of \$ _____ and _____ DOLLARS per day (\$32.66/day) and the rent amount for the last month shall be _____ \$ (\$____).
- (3) The term of this lease shall be for 12 months, beginning on the ____ day of _____, ____ and ending on the ____ day of _____.
- (4) A late fee of Twenty Five Dollars (\$25.00) shall be assessed on the second (2nd) day of each month with an additional late fee of Ten Dollars (\$10.00) per day thereafter that the rent remains unpaid. If the rent remains unpaid past the tenth (10th) day of the month, the LESSEE shall be in default of this Lease Agreement and the LESSOR has the right, at their option, to declare this lease null and void, cancel the same, re-enter and take possession of the premises without note to the LESSEE. Additionally, the LESSEE shall be responsible and liable for any collection or attorney's fees incurred by the LESSOR for collection of past due rents, repairs, or damages to the leased premises caused by the LESSEE, their guests, or invitees. **Any Cable/Internet Service, electricity, and water services provided by the LESSOR will be immediately terminated on the 11th day of the month when rent has not been paid in full.**
- (5) LESSEE upon renting the property described herein, shall deposit the sum of _____ (\$____) with the LESSORS, said deposit to be held as a security for any excessive damage, above ordinary wear and tear, and for any expenses incurred for cleaning. It is fully understood that should LESSEES break this lease the deposit is automatically forfeited and LESSEES remain responsible for rent until lease is up or LESSORS re-rent the property described herein. Additionally, the LESSEES agree that the deposit is automatically forfeited if LESSEE are found to be in default of this Lease Agreement.
- (6) In no event should anyone live in the described property herein except for LESSEES including: ____ adults and ____ children.
- (7) LESSEE agree not to sub-let or sub-rent property described herein without the prior written consent of LESSOR.
- (8) There is a Fifty Dollar (\$50.00) service fee on any returned check or Non-Sufficient Funds EFT payment.
- (9) LESSEE agree that the property leased herein shall be used for residential purposes only.
- (10) UTILITIES
 - a. The LESSOR shall be responsible for the connection of all electricity, water, sewer, waste disposal, cable television and internet services required for the comfortable occupancy of the leased premises. The allowance for electric and water shall be \$150 per month. The LESSEE shall be responsible for any and all overages above the allowance; payment of allowances shall be made within ten (10) days of written notice provided by the LESSOR. If the LESSEE shares an electric meter with additional units; the LESSOR shall utilize the average monthly usage for the entire property for the allowance. The LESSOR shall not be responsible for any utility outages, cancelations, or disconnections, for any reason, whether at the fault of the LESSOR of the utility provider, during the length of this Lease Agreement.
- (11) The LESSOR shall be responsible for the lawn care and mowing expenses on a routine basis. If the LESSEE is responsible for the lawn care, the LESSOR reserves the right to charge the LESSEE if the lawn is not maintained to the standards of the City of Murray, Kentucky and/or the LESSOR.
- (12) LESSEE are responsible for expenses incurred in repairing any damage to said premises caused by said LESSEE or by persons in said premises by the invitation or consent of LESSEE.
- (13) LESSEE hereby release said LESSOR from any and all damages to both persons and said property during the term of this lease, including any damage to property resulting from fire or water. Should the premises be destroyed or so damaged by fire as to be untenable, this lease shall cease from that date.
- (14) LESSEE shall do no act which would violate or increase the premium of the hazard insurance policy on said premises nor shall said premises be used for any illegal or immoral purposes.

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- (15) LESSEE shall use reasonable care in placing nails and other picture hanging devices in or on the walls of said premises and shall be liable for any damage caused therefrom. LESSEES shall keep all vehicles on concrete and in their marked spaces at all times including vehicles used for moving household goods in or out of apt. or LESSEES will be charged damages for yard repair.
- (16) LESSEE agree not to do or permit anything to be done in or upon said premises that would create a nuisance to the other tenants residing in the premises.
- (17) In the event LESSEE neglect or refuse to remove all effects belonging to said LESSEE from the premises immediately upon the termination or expiration of this lease, the LESSOR may, at their option, remove said effects or any part thereof and store the effects so removed without liability to the LESSOR for the loss thereof; the LESSEE will pay the LESSOR for any and all expenses incurred in removing and storing said effects; or the LESSOR may, at their option, without notice to the LESSEE, sell said effect, or any part of them, for such price as the LESSOR deem best and apply the proceeds of such sale to the payment of any amounts due the LESSOR from the LESSEE under the terms of this lease, including the cost of removing, storing or selling said effects.
- (18) LESSEE agree to pay LESSOR, as liquidated damages, for all the time LESSEE shall retain possession of the premises after the expiration and termination of this lease, by lapse of time or otherwise, a sum equal to double the amount of the rent that would be due for such a period at the rates specified herein, but this provision shall not operate as a waiver by LESSOR of any right of re-entry herein before provided.
- (19) In the event LESSEE fail or refuse to abide by the terms and conditions of this lease, LESSORS reserve the right to terminate this lease and to re-enter into possession.
- (20) LESSEE shall have no pets on the premises INSIDE or OUTSIDE without a signed PET LEASE AGREEMENT.
- (21) LESSEE shall make no alterations to the premises; violation shall result in loss of security deposit.
- (22) Following the original period of this Lease Agreement, LESSEE is deemed to have renewed said agreement for a period of six (6) months unless thirty (30) days written notice is given prior to the expiration of any lease period.
- (23) NO SMOKING is allowed in the property described herein; violation of this policy shall result in termination of this agreement and LESSEE shall forfeit their full security deposit and shall be responsible for any and all costs associated with cleaning, painting, and removing smoke residue from the property. Additionally, LESSEE is responsible for keeping the grounds around the property clean from any and all cigarette butts and debris.
- (24) LESSEE has examined the property and except as stated below, is satisfied with its present condition. LESSEE agrees to maintain the property in as good a condition as it is at the start of this agreement except for ordinary wear and tear. LESSEE also agrees to clean or replace air filters monthly. LESSEE will be responsible for the cost of any and all cleaning, repairs, painting, or damages caused by the act or neglect of LESSEE or LESSEES guests. Any and all damages, cleaning charges, property condition, required repairs and other items in relation to the care of the property shall be at the complete discretion of the LESSOR. The following items needed repair, and/or were deficient at the time of occupancy:

- (25) The LESSOR shall be responsible for maintaining property casualty insurance on the property. LESSEE shall, at their option, be responsible for maintaining insurance on their own personal property. LESSOR shall not be reliable to LESSEE for any property damage caused by the acts or omissions of other residents or persons, whether such persons be off the property of LESSOR or on the property of LESSOR with or without their permission. Further, the LESSOR shall not be liable for losses or damages to the property from fire, theft, flooding, or other casualty not resulting from the acts or omissions of LESSOR.
- (26) In the event that any sales, use, or other tax shall be levied upon the rents reserved in this Lease Agreement by the City of Murray, Kentucky, Calloway County, the Commonwealth of Kentucky, or any other governmental entity having jurisdiction, all such taxes, in addition to all other amounts necessary to enable LESSEE to perform their obligations hereunder, shall be paid by LESSEE immediately upon demand by LESSOR.
- (27) LESSOR may enter the leased premises immediately in the event of any emergency which could affect the property, or at all reasonable times to inspect the leased premises or to make necessary repairs or to show the property to prospective tenants during the thirty (30) days preceding the expiration of this Lease Agreement. LESSOR may also be allowed to enter the leased premises at all reasonable times to show the property to prospective purchasers. Lessor may enter the leased premises

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at all reasonable times to inspect the property for any reason; in the event that any damages are found, Lessee will have seven (7) days to remedy any and all damages deemed appropriate by the Lessor.

- (28) Locks shall not be installed or changed on the doors of the leased premises at any time without written permission from the LESSOR. A fee of One Hundred Dollars (\$100.00) will be assessed by LESSOR to the LESSEE if the locks are found to be changed at any time during this Lease Agreement or thereafter.
- (29) If LESSEE has made a material misrepresentation in the application form given to Lessor in connection with this Lease Agreement, LESSOR may, in their sole discretion, treat the same as a breach of this Lease Agreement and may exercise any of the remedies available to LESSOR set forth herein.
- (30) All notices and demands authorized or required to be given shall be in writing and all covenants and representations are binding upon an insured to the benefit of the heirs, executors, administrators, and assigns of the LESSOR and LESSEE.
- (31) This Lease Agreement is the entire agreement of the parties and can only be changed in writing signed by both the LESSEE and LESSOR. If a provision of this Lease Agreement is legally invalid, the rest of this Lease Agreement shall remain in full force and effect. This Lease Agreement shall be binding on LESSOR and LESSEE, their successors, heirs and assigns. Any prior agreements or leases shall merge into this Lease Agreement. A reference check shall be executed upon the signing of this Lease Agreement at the cost of the LESSEE.

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement as of the date first above written.

LESSOR:

LESSEE:

Thousand Hills Properites, LLC
Caleb Staley, member

Kayla Staley

By: _____

Title: _____

You may pay your rent by mail to 534 New Harmony Rd, Benton, KY 42025. Please submit a repair requests, questions, or concerns to us via your apartments.com account. We can be reached by phone at (270) 832-6526 or (270) 205-0540 or by email at calebstaley@gmail.com or kaylastaley@gmail.com. In the event of any emergency, please contact us immediately.