

# Sunset Realty, LLC dba Hemlock Villas

## Lease Agreement

This lease agreement (Herein after referred to as the "Agreement") made and entered into this day \_\_\_\_\_, by and between Sunset Realty, LLC, whose address is 100 Villas Court, London, KY 40741 (herein after referred to as "Lessor") and \_\_\_\_\_ (herein after referred to as "Lessee").

WITNESSETH:

Whereas, Lessor is the fee owner of certain real property being, lying and situated in Laurel County, Kentucky, such real property having a street address of Building # \_\_\_\_\_ Apartment # \_\_\_\_\_, Villas Court, London, KY 40741.

Whereas, Lessor is desirous of leasing the Premises to Lessee upon terms and conditions as contained herein; and

Now, therefore, the parties hereto and hereby agree as follows:

1. **TERM:** Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of 12 months, such term beginning on date: \_\_\_\_\_, and ending at 12 o'clock midnight on \_\_\_\_\_.
2. **RENT:** The total rent for the term hereof is the \$ \_\_\_\_\_ per month and payable on the 1<sup>st</sup> day of each month of the term in equal installments. The first installment is to be paid upon the execution of this Agreement.

All such payments shall be made to Lessor by check or money order to the following address:  
Hemlock Villas  
100 Villas Court  
London, KY 40741

**PLEASE NOTE: A \$100 FEE WILL BE CHARGED FOR ANY RETURNED CHECK**

Or electronically, by going to [www.hemlockvillas.com](http://www.hemlockvillas.com); select payment tab to pay by credit card  
**PLEASE NOTE: YOU MUST ADD A \$20.00 HANDLING FEE IF PAYING BY CREDIT CARD**

**CASH WILL NOT BE ACCEPTED AS A FORM OF PAYMENT!!**

3. **DAMAGE DEPOSIT:** Upon the due execution of this Lease Agreement, Lessee shall deposit with Lessor the sum of one month's rent \$ \_\_\_\_\_, RECEIPT of which is hereby acknowledged by Lessor, to be held as security for the repair of any damage caused to the Premises during the term hereof. Such deposit shall be returned to the Lessee, without interest, provided Lessee is current on all rental payments due here under, upon the termination of the Agreement for any reason, less any set off for any damages to the Premises to include, but not limited to, 1) the repair of nail holes in the walls, 2) repainting of the premises 3) excessive dirt that requires the landlord to pay a cleaning fee in excess of what is normal, 4) repairing, revising or illuminating alterations or modifications that have been made by tenant to premises that were not present when tenant began renting the premises, 5) cost of cleanup of hazardous waste, 6) damage and cleanup cost due to Lessee's animal(s) in excess of the non-refundable pet deposit

referenced in paragraph 18. THIS DEPOSIT CANNOT BE USED FOR ANY PART OF THE MONTHLY RENT OR FOR ANY PORTION OF THE LAST MONTHS RENT. ANY ATTEMPT TO DO SO WILL RESULT IN LEGAL OR COLLECTION AGENCY ACTION.

4. **USE OF PREMISES:** The Premises shall be used and occupied exclusively by Lessee and Lessee's immediate family, consisting exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of the Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Lessee shall not allow any other person, other than the Lessee's immediate family or transient relatives and friends who are guests of Lessee, to use or occupy the Premises without first obtaining Lessor's written consent to such use. In the event that the premises are to be used and occupied by persons not related by blood or marriage, each such person shall contract such use as a Lessee hereunder. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all government or quasi-government authorities affecting the cleanliness, use occupancy and preservation of the Premises.
5. **CONDITION OF PREMESIS:** Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tentantable condition. Any damages or unsatisfactory items, including unclean areas/items must be listed by tenant and provided to landlord at the time this lease is signed and no later than 48 hours after this lease is signed.
6. **ASSIGNMENT AND SUB-LETTING:** Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. Consent to any such assignment or sub-letting shall not serve to relieve Lessee of any responsibilities here under. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be consent to any subsequent assignment, sub-letting or license. An assignment, or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement. If it is necessary for Lessor to remove said improvements when Lessee vacates the premises, the cost for this removal shall be at the expense of the Lessee and taken from the damage deposit.
7. **ALTERATIONS AND IMPROVEMENTS:** Lessee shall make no alterations to the building or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior **written** consent of Lessor, any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of the Agreement.
8. **NON-DELIVERY OF POSSESSION:** In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have not liability, but the rental herein provided shall abate until possession, and is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises ad pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, then this Agreement and al rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS:** Lessee shall not keep on the Premises an item of a dangerous, flammable or explosive character that might reasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible

insurance company. Should hazardous materials be discovered, any cleanup costs for same shall be the responsibility of Lessee and said costs shall be deducted from the damage deposit.

10. UTILITIES: Lessee shall be responsible for arranging for and paying for all utility services required on the Premises to include the posting of deposits.
11. PARKING: Each rental unit shall have available parking spaces. No such space shall be used to park any boat, RV, disabled or non-operational vehicle for 24-hours or more. The Lessee shall be entitled to rent, at an additional cost, garage space on a first come first served basis of the Lessee so desires as any such garage space becomes available. Priority shall be established by first date of execution of lease. No such space in front of rented garage space shall be used to park any boat, RV, trailer, disabled or non-operational vehicle for 24-hours or more.
12. MAINTENANCE AND REPAIR RULES: Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:
  - a. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - b. Keep all windows, glass, window coverings, doors, locks, and hardware in good, clean order and repair
  - c. Not leave windows or doors in an open position during any inclement weather;
  - d. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air dry any of the same within any yard area or space;
  - e. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;
  - f. Keep all air conditioning filters clean and free from dirt. If filters are not changed regularly, tenant may be responsible for repairs to HVAC unit.
  - g. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by the Lessee;
  - h. Not attach anything to the interior walls of the Premises with anything other than 3M wall adhesive which can be removed without damage to said walls.
  - i. And Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents.
  - j. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents.
  - k. Deposit all trash, garbage, rubbish, or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
  - l. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners Association having control over them.
13. DAMAGE TO PREMISES: in the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by ad

between Lessor and Lessee up to the time of such injury or destruction of Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

14. **INSPECTION OF PREMISES:** Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement to any restrictions, rules, or regulations affecting the Premises.
15. **SUBORDINATION OF LEASE:** This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
16. **LESSEE'S HOLD OVER:** If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at the same rent per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party. Rent for the last month Lessee occupies the premises shall not be prorated for Lessee and Lessee shall be liable for the entire month despite what day Lessee vacates premises.
17. **SURRENDER OF PREMISES:** Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
18. **ANIMALS:** Lessee shall pay to Lessor a pet fee of Three Hundred Dollars (\$1,000) for each pet in the rental premises in addition to the damage deposit described in paragraph 3. **RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY Lessor. THIS PET FEE IS NON-REFUNDABLE.** Any damage done by an animal or clean up fee incurred by Lessor due to said animal, if same exceeds this pet deposit, shall be taken from the regular damage deposit paid by tenant pursuant to paragraph 3 herein. Pets should be well behaved and presented to manager for approval. Pets should weigh 20 pounds or less. Lessee shall present statement from vet showing weight of pet or if pet is not fully grown, the expected weight of pet when fully grown, that pet has had all appropriate shots and is in good health. If animal is considered a service pet, then Lessee must present appropriate certificate and statement from their provider stating that animal is a service pet. All conditions must be met prior to pet being brought to premises. Pet should be on a leash at all times when outside the apartment. All pets found running loose will be subject to removal by animal control. Pet owners must remove all pet wastes from sidewalks and grounds

immediately and place waste in an appropriate container and dispose of waste properly in the garbage dumpster.

Number Pets: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

Pet Deposit Paid: \_\_\_\_\_ By: \_\_\_\_\_  
Date Name

**In addition to the \$1,000 per pet deposit, there will be a \$20 per pet per month fee.**

19. QUIET ENJOYMENT: Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof. Lessee understands that other tenants also are entitled to the quiet enjoyment of their rented premises. As such, Lessee agrees to not take any action to disturb the other tenants which includes but is not limited to: 1) loud parties and/or music and/or television, 2) fighting and verbally arguing in a loud manner, 3) threatening other tenants, 4) damaging other tenants property, 6) conducting oneself in any manner that causes the police to be called to the premises. This provision applies to Lessee and all occupants of te leased premises. This is a material provision of this lease.
20. INDEMNIFICATION: Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part of goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature. Lessee acknowledges that he/she is responsible for obtaining renters insurance for his/her contents of the premises and that Lessor shall not be liable for content loss should their contents be destroyed.
21. DEFAULT: If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof. Lessor may terminate this Agreement, if Lessee fails to pay rent when due and the default continues for seven (7) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement.
22. LATE CHARGE: In the event that any payment required to be paid by Lessee Hereunder is not made within three (3) days of when due, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Twenty-Five (\$25) per week until payment becomes current.
23. ABANDONMENT: If at any time during the term of this Agreement, Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and at Lessor's option, hold Lessee liable for any differences between the rent that would have been

payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

- 24. **ATTORNEYS OR COLLECTION FEES:** Should it become necessary for Lessor to employ an attorney, any other outside collection agency or person to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable collection of attorney's fee.
- 25. **RECORDING OF AGREEMENT:** Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.
- 26. **GOVERNING LAW:** This Agreement shall be governed, constructed and interpreted by, through and under the Laws of the State of Kentucky.
- 27. **SEVERABILITY:** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 28. **BINDING EFFECT:** The covenants, obligations and condition herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 29. **DESCRIPTIVE HEADINGS:** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.
- 30. **CONSTRUCTION:** The pronouns used herein shall include, where appropriate, either gender or both singular and plural.
- 31. **NON-WAIVER:** No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.
- 32. **MODIFICATION:** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all the parties hereto.

LESSEE: \_\_\_\_\_

DATE: \_\_\_\_\_

LESSEE: \_\_\_\_\_

DATE: \_\_\_\_\_

LESSOR: \_\_\_\_\_

DATE: \_\_\_\_\_