

## McGregor Properties Lease

**THIS LEASE**, made and entered into this the \_\_\_ day of \_\_\_\_\_ by and between **McGregor Properties** (hereinafter referred as "LANDLORD"), \_\_\_\_\_, # \_\_\_\_\_ Lexington, Kentucky 40508; and \_\_\_\_\_ (collectively referred to as "TENANT").

For valuable consideration, including the mutual agreements contained herein, the parties hereto agree as follows:

**Lease.** LANDLORD leases to TENANT Apartment No.\_\_\_\_, ("the Leased Premises"), for the term from \_\_\_\_\_, until \_\_\_\_\_.

TENANT agrees to pay LANDLORD \$ \_\_\_\_\_ as rent for the first month or partial month of the Lease term. TENANT agrees to pay LANDLORD annual rent in the amount of \$ \_\_\_\_\_ payable at the rate of \$ \_\_\_\_\_ per month, in advance, on the 1 day of each month, beginning \_\_\_\_\_, during the term of this Lease.

1. **Application.** TENANT's Application is an important part of this Lease, incorporated by reference and made part hereof. Any misrepresentations, misleading or false statements made by TENANT and/or later discovered by LANDLORD may VOID said Lease Agreement at opinion of LANDLORD.
2. **Utilities.** LANDLORD agrees to furnish the following utilities: water, sewer and trash gas, \_\_\_\_\_ Wi-fi \_\_\_\_\_. TENANT agrees to furnish the following utilities which are in TENANT's exclusive control and are supplied by a direct public utility connection which TENANT agrees to have placed in TENANT's name once TENANT occupies the apartment or once the Lease becomes effective, whichever is the first to occur \_\_\_\_\_ electricity \_\_\_\_\_.
3. **Late Penalty.** A late penalty of \$50.00 will be added to the monthly installment if payment is not received by the Landlord on or before the 5<sup>th</sup> day of each month. Personal checks are not accepted after the 5<sup>th</sup> of month; therefore, payment must be in the form of a cashier's check or money order. This provision shall not be construed as a waiver of LANDLORD's right to terminate this agreement pursuant to KRS 383.660(2). \$25.00 NSF fee will be charged on all returned checks. Court Costs/Legal Fees in the amount of \$150.00 will be added to the payment should it be necessary to start the eviction process due to non-payment of monthly rent.
4. **Rules And Regulations.** TENANT agrees to comply with laws, statutes, regulations and ordinances, including KRS 383.505 – 383.715, if applicable in effect during the term of this Lease. TENANT agrees to abide by and comply with, all rules, regulations and policies of this property, which may be changed by LANDLORD from time to time. Copies of the current rules and regulations have been furnished with this Lease, or as such rules and regulations may be amended from time to time.
5. **Maintenance And Repairs.** TENANT shall immediately contact LANDLORD in the event any repairs to the Leased Premises are required. All maintenance requests should be made in writing. LANDLORD shall be responsible for all plumbing, heating, electrical and air conditioning

repairs, provided that such repairs are not caused by the act, negligence or omission of TENANT, his or her family, agents or invitees. All other repairs shall be promptly made by TENANT at his/her own cost and expense, by a contractor to be approved in advance, by LANDLORD. TENANT shall allow no liens to be asserted against the property for labor, materials, or otherwise, in connection with repairs.

6. **Condition of Premises.** LANDLORD and TENANT acknowledge that they have conducted a walk through inspection of the Leased Premises, and noted on a checklist any and all items of damage or needed repair which exist in the Leased Premises as of the date of this Lease. TENANT accepts the Leased Premises as is, with the exception of the items noted on the checklist as showing either repair or maintenance needed by LANDLORD. Other than as noted on the checklist, TENANT accepts the premises "as is," and agrees to return the Leased Premises, including appliances, to LANDLORD at the conclusion of this Lease, clean and in the same condition as when occupied ordinary wear and tear excepted.
7. **Alterations.** TENANT cannot paint the Premises without the prior written consent of the LANDLORD which may be withheld; any other alterations shall be made only with the prior written consent of LANDLORD.
8. **Insurance.** TENANT shall be responsible for his own personal property on or about the Leased Premises, and shall be responsible for his own insurance coverage on the personal property of TENANT, through a renter's insurance policy. The policy shall name LANDLORD and TENANT as co-insured for purposes of liability.
9. **Assignment and Sublease.** TENANT shall not assign this lease, or sublet all or any part of the premises or permit any other person to use or occupy the premises, other than parties to this lease, without the prior, written approval of LANDLORD.
10. **Entry by Landlord.** TENANT agrees to allow LANDLORD to enter the Leased Premises at any reasonable hour to repair, inspect, install or work upon any fixture or equipment in said Leased Premises and to perform such other work as LANDLORD may deem necessary. TENANT agrees to permit LANDLORD and/or LANDLORD's agent to show the Premises to persons wishing to rent the Leased Premises, during reasonable hours, during the term of this Lease. Prior to entry, LANDLORD shall give TENANT forty-eight (48) hours prior notice in all non-emergency situations. LANDLORD reserves the right to enter the Premises in case of emergency, without prior notice to TENANT.
11. **Casualty.** In the event of damage by fire or other casualty, if the damage is such that the Premises are still reasonably useable as a residence, this Lease shall remain in effect during repairs. In the event that the Premises are not useable as a residence, either party may cancel this Lease by giving notice to the other party within three (3) days after the damage occurs. The Lease shall then be deemed terminated as of the date the fire or other casualty occurred. If neither party elects to cancel, rent shall be waived during the period from the occurrence of the fire or other casualty until repairs are completed so as to render the Premises once again useable as a residence.
12. **Default/14 Day Notice.** In the event there is a material noncompliance by the TENANT with any part of the rental agreement, the LANDLORD may deliver a written notice to the TENANT specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice. If the breach is not remedied in fifteen (15) days, the rental agreement shall terminate as provided in the notice subject to the following. If the breach is remediable by repairs or payment of damages or otherwise and the tenant adequately remedies the breach before the date specified in the notice the rental agreement shall not terminate. If substantially the same act or omission which constituted a prior noncompliance which notice was given recurs within six (6) months, the

LANDLORD may terminate the rental agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the rental agreement.

13. **Quiet Enjoyment.** The LANDLORD agrees that if TENANT pays the rent and complies with all the other terms and conditions of this Lease, TENANT may peaceably and quietly have and enjoy the Premises leased hereunder for the term of this Lease Agreement.
14. **Additional Obligations of Tenant.** TENANT acknowledges that the premises have been inspected. TENANT acknowledges that said premises have been cleaned and all items, fixtures, appliances and appurtenances are in complete working order. TENANT agrees to keep the premises in neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S, or TENANT'S invitee, misuse or negligence. There shall be a minimum \$25.00 charge for repairs or maintenance work done by LANDLORD's maintenance personnel if caused by TENANT.
15. **Deposit.** TENANT has given a deposit to LANDLORD in the amount of \$250.00. Said Security Deposit shall be held in escrow to protect the LANDLORD from excessive physical damage to the premises upon termination of the tenancy and shall be refunded pursuant to KRS 383.580. The Security Deposit is being held at **Bank of the Bluegrass** account #     205676    .
16. **Limits of Use.** TENANT shall not use said premises for any purpose other than as an apartment dwelling, or use or permit anything upon said premises that will invalidate the insurance on the building or increase the rate thereof, or overload the floors (water beds are not permitted), or permit any objectionable noise or odor escape, or to permit or create a nuisance or to disturb any other resident in the building, or in any way to injure the reputation of the apartment: TENANT shall comply with all governmental health and police requirements and regulations respecting said premises.
17. **Pets.** No dog, cat, bird, fish or other domestic pet or animal of any kind may be kept on or about the premises without LANDLORD's written consent.
18. **Notice.** Any notice required to be given to LANDLORD shall be in writing and sent by certified mail, return receipt requested to the on-site office. Any notice required to be given to TENANT shall be in writing and sent by certified mail, return receipt requested to the address of the Leased Premises. Notice may also be given to TENANT by hand delivery to TENANT.
19. **Termination of Lease.** Provided that TENANT shall not be in default under this Lease, TENANT shall have the right to terminate this Lease at any time by delivery of a 60-day written notice and prior to vacating the apartment all sums due to the LANDLORD plus a termination payment equivalent to two (2) month's rent.
20. **Notice of Lease Renewal.** Both LANDLORD and TENANT shall notify the other party in writing at least sixty (60) days prior to the expiration of this lease of their intent to renew or not renew this lease. Failure by either party to give notice, or continued occupancy by TENANT after expiration of this lease for any reason, shall be considered a rental from month to month and the rent shall be adjusted to the rent rate currently being charged for this type unit plus a \$50 per month fee.
21. **Abandonment.** The TENANT must notify the LANDLORD of any anticipated extended absence from the premises in excess of seven (7) days. Notice shall be given on or before the first (1<sup>st</sup>) day of any extended absence. The TENANT's unexplained an/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The LANDLORD is then expressly authorized to enter, remove and store all personal items belonging to TENANT and others. If TENANT does not claim said property within an additional thirty (30) days, LANDLORD may sell or dispose of said property and apply the proceeds of said sale to the unpaid rents, damages, storage fees, sale costs, court cost, advertisement and attorney fees. Any balance are to be held by LANDLORD for the

TENANT for a period of six (6) months subsequent to the sale date and thereafter forfeited to the LANDLORD.

22. **Severability.** In the event any term or provision of this Lease is found to be unlawful or invalidated by any Court, all remaining terms and provisions of this Lease shall remain in full force and effect, other than the specific invalidated term or provision.
23. **Representations.** This Lease contains the entire understanding of the parties and there have been no representations or agreements between the parties which are not contained in this Lease.
24. **Modifications.** This Agreement may only be modified by a written agreement signed by all parties. Any oral modification to this Lease shall not be binding on any party to this Lease.
25. **Governing Law.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky and venue shall be in the Courts of Fayette County, Kentucky.
26. **Waiver.** Any failure by either party to enforce any right arising under this Agreement shall not be deemed a waiver of such right.
27. **Binding Effect.** This Lease is binding upon the LANDLORD and TENANT and their respective heirs, executors, administrators, successors and lawful, permitted, assigns. All obligations of TENANTS hereunder are joint and several.
28. **Indemnity.** TENANT shall indemnify and hold LANDLORD harmless from all costs, claims, damages, or losses of any nature resulting from any act of TENANT, TENANT's guests or invitees on or about the Leased Premises during the term of this Lease or any occupation of the Leased Premises by TENANT, to include all cost, expenses and reasonable attorney's fees.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the day and year first above written.

**LANDLORD:**

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**TENANTS:**

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## Move Out Price List

The following price list has been established to cover the cost of repairs, replacement and necessary cleaning at the time of your move out. \* **The following prices may change without notice.**

When moving out, a 30 day written notice must be giving to the rental office prior to your lease expiration month. We ask that you call the office to schedule a move out inspection with our maintenance supervisor one week before your vacate date. These inspections are performed between 10am and 4pm Monday – Friday. If you do not schedule this inspection, you wave your right to dispute the cleaning and damage charges.

### One Bedroom Full Clean \$200.00

**Kitchen only \$60.00**

**Bathroom only \$35.00**

### General Maintenance

**Removing debris (per bag) \$10.00**

**Failure to return keys \$50.00**

**Drywall repair – Priced by damage**

**Replace entry door \$300.00**

**Replace interior door \$100.00**

**Vertical Blinds \$48.00**

**Mini Blinds (small) \$15.00 (large) 18.00**

**Replace oven hood \$60.00**

**Replace oven knobs (each) \$25.00**

**Replace ceiling fan \$75.00**

**Replace light fixtures \$45.00**

**Replace bathroom mirror \$75.00**

**Clean patio \$50.00**

**Tile repairs – Priced by damage**

**Carpet and Vinyl Repair – Priced by damage**

Resident Signature \_\_\_\_\_

Manager Signature \_\_\_\_\_