

HOLLY ENTERPRISES, LLC – Lease Agreement

THIS LEASE, made and entered into this ____ day of _____, 20__, by and between Holly Enterprises, LLC, a Limited Liability Company of Lexington, KY (hereinafter “Landlord”), and _____ (hereinafter collectively referred to as “Tenant”),

WITNESSETH:

WHEREAS, Landlord is the owner of real property with improvements located at _____, Lexington, Ky.; and WHEREAS, Landlord is desirous of leasing said property with improvements to Tenant, And Tenant is desirous of leasing said property with improvements from Landlord.

NOW, THEREFORE, in consideration of the mutual promises, obligations, and agreements herein set forth, the parties hereto agree as follows:

1. **Leased Premises.** A __ Bedroom __ Bath unit with improvements located at _____, Lexington, KY.
2. **Lease Term.** 12 Months beginning on August 5, 20__ and ending at Noon, July 31, 20__.
3. **Possession.** If there is a delay in delivery of possession by Landlord, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Tenant may void this agreement and have full refund of any deposit. Landlord shall not be liable for damages for delay in possession.

4. **Rent.** Tenant agrees to pay rent to Landlord in the total amount of _____ (\$ _____). The rent may be divided into monthly payments of (\$ _____). Rent is payable beginning August 1, 20__, and each month thereafter on the first day of each month. Rent shall be paid to Landlord at the address of Landlord, set forth below, or as otherwise directed by Landlord. Rent subject to increase should any Government office assess additional taxes, fees, etc. to the Landlord. If there are more than one Tenant on this Lease, each Tenant shall be deemed to be jointly and severally liable under all of the terms hereof.

5. **Lease Renewal.** Tenant must notify Landlord by December 1, 20__ if it is their intention to renew the lease. Upon renewal rent will be \$ _____ per month. If Tenant does not inform Landlord by December 1, 20__ Landlord reserves the right to begin showing the property immediately with reasonable notice to prospective tenants.

6. **Sublet.** Tenant may not sublet residence or assign this lease without written consent of Landlord.

7. **Credit Application.** Landlord having received and reviewed a credit application filled out by Tenant, and Landlord having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this rental agreement with Tenant. Tenant and Landlord agree the credit application the Tenant filled out when making application to rent said residence is hereby incorporated by reference and made part of this rental agreement. Tenant further agrees if he/she has falsified any statement on said application, Landlord has the right to terminate rental agreement immediately, and further agrees Landlord shall be entitled to keep any deposit and any prepaid rent as liquidated damages. Tenant further agrees, in event Landlord exercises its option to terminate rental agreement, Tenant will remove him or herself, his/her family, and possessions from the premises within 24 hours of notification from Landlord of the termination of this lease. Tenant further agrees to indemnify Landlord for any damages to property of Landlord including, but not limited to, the cost of making residence suitable for renting to another Tenant, and waives any right of “set off” for the security deposit and prepaid rent which was forfeited as liquidated damages.

8. **Renters Insurance Coverage.** Tenant shall be responsible for insurance coverage to insure its personal property located on the premises. Landlord is not responsible for loss or damage to tenant’s personal property caused by fire, theft, or any other means.

9. **Maintenance.** Tenant shall pay a standard maintenance charge of **\$250 per Tenant, which is due and payable upon execution of this lease and/or the execution of a renewal lease.** Tenant shall keep and maintain the leased premises in good repair, order, and condition as the same are at the beginning of the term of this lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty only excepted. It shall be the duty of the tenant to replace any damaged windows, damaged screens, damaged electrical fixtures or damaged floor coverings and to leave the premises in a clean and orderly condition. Landlord is responsible for mowing. **Tenant is responsible for keeping trash cleaned up on the property and making sure trash receptacles are removed from the street/curb the day of trash pickup.** The city inspectors do not allow trash in yards or indoor-type furniture outside. They may fine the property for these violations, and such fines will be charged to the Tenant. Tenant shall incur a charge of \$25 for a lost key and \$75 for replacement of a lock set. **Tenant acknowledges that it is taking possession of Premises in good condition, without any known safety hazards. Tenant is responsible to assure that all smoke detectors are functioning properly and that any batteries that fail are replaced immediately. Tenant shall immediately notify Landlord of any inoperable smoke detector or any other unsafe condition inside or outside the entire Premises.**

10. **Fire or Other Casualty.** Should fire or other casualty substantially damage a substantial portion of the Leased Premises, Landlord may elect to terminate this Lease. When such fire, casualty, or taking renders the Leased Premises or any part thereof unfit for use and occupancy, just and proportionate abatement of rent shall be made. Tenant may elect to terminate this Lease if Landlord fails to restore the Leased Premises to a condition substantially suitable for use and occupancy within ninety (90) days after said fire or other casualty. However, nothing contained in this paragraph shall be construed to require Landlord to make such restoration.

11. **Right of Access.** Landlord shall have the right of access to residence for inspection and repair or maintenance during reasonable hours. In case of emergency, Landlord may enter at any time to protect life and prevent damage to the property.

12. **Utilities.** Landlord shall pay the following utility bills: None; and tenant shall pay all other utilities furnished to the Leased Premises during the term of this Lease or any extensions hereof. **Tenant shall make arrangements to have all utilities transferred into his/her name(s) prior to the start of this lease and shall insure that all utilities remain in service at all times during this lease and, in the case of heating, that proper temperature is maintained during the winter months in order to protect the Leased Premises from freeze damages.** Any exterior water hoses shall be disconnected when temperatures at or below 32 degrees F are forecasted. Tenant acknowledges that it has control of all utilities it is responsible for and will report any abnormalities immediately to Landlord.

13. **Notices.** Notice from one party to the other shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt request, to the other party at the addresses below:

LANDLORD: Holly Enterprises, LLC
2105 Hart Court
Lexington, KY 40502
859.619.3232

TENANT:

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14. Default by Tenant. Rent is due on the 1st of each month and must be postmarked by the 3rd of each month to avoid late fees. In the event Tenant does not pay rent by the third (3rd) day of the month, Landlord will assess a late fee equal to ten (10) percent of the unpaid monthly rent + \$2 per day thereafter until paid in full. A bounced check charge of \$25 will be assessed on all returned checks. If the rent called for in paragraph 4 hereof has not been paid by the tenth (10th) of the month, then Landlord shall automatically and immediately have the right to take out a Dispossessory Warrant and have Tenant, his/her family and possessions evicted from the premises. In the event Tenant fails to observe any other provision of this lease; the same shall constitute a breach. In the event Landlord shall be required to prosecute Forceable Detainer under this lease or commence any proceedings to enforce the lease, Tenant agrees to indemnify and hold the Landlord harmless from and against any and all reasonable attorney's fees, costs and charges incurred thereby. Tenant also agrees not to: leave personal belongings outside the premises; disturb the neighbors; overload the electrical system; use the toilet for garbage disposal; erect any signs on doors or windows; change the locks on premises; litter lawns, driveways, walks or street in front of premises; do anything to cause the insurance costs to increase at the premises or paint, redecorate or remodel without written approval of Landlord. Tenant agrees to: place garbage in proper containers for collection; take good care of the premises and permit Landlord to enter premises, during business hours, for inspection or to show premises to prospective tenants. **The failure of the Tenant to comply with the maintenance and custodial requirements of this Lease Agreement shall also constitute an event of default under this Agreement and may be enforced as any other violation of this Agreement.**

15. Indemnity Deposit. Tenant shall deposit with Landlord the sum of **\$200.00 per Tenant** to be held by Landlord pursuant to law to secure the full performance of Tenant's obligations under this lease. In the event Tenant shall fully perform hereunder, without default, and the leased premise shall be surrendered to the Landlord in the condition referred to in paragraph 5 hereof, Landlord shall return the indemnity deposit to the Tenant within thirty (30) days following termination of the lease. The indemnity deposit will be used to pay for, but not limited to all delinquent rent and late fees, property cleanup, trash removal as well as damages to the property if necessary. Only one check will be issued, to be divided among tenants at their discretion. A forwarding address must be provided to Landlord. The security deposit will be held at Traditional Bank in Lexington, KY in account number 00057746. Tenants may not apply the deposit to any of the rent payment.

16. Indemnification. Tenant releases Landlord from liability for and agrees to indemnify Landlord against losses, incurred by Landlord as a result of (a) Tenant's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about residence or premises to Tenant's invitees or licensees or such person's property; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; (d) any judgment, lien, or other encumbrance filed against residence as a result of Tenant's action.

17. Pet Deposit. Tenant shall be charged **\$350** as a non-refundable pet deposit, for each pet, which occupies the premises. Pets are not permitted in all units. This unit will have ___ pets permitted. There will be additional rent in the amount of **\$10** per month for each pet weighing over 20 lbs.

18. Last Month's Rent. Tenant shall pay the last month's rent in full prior to occupancy, unless otherwise authorized by Landlord.

19. Radon Gas Disclosure. That as required by law Landlord makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from the local public health department.

20. Lead Paint Disclosure. If the premises you intend to lease was built before 1978, it may contain lead-based paint. About three out of every four pre-1978 buildings have lead-based paint. The Tenant acknowledges receiving and reading the "notice to renters of housing constructed before 1978," which can be obtained through the local health department. It is the Tenant's responsibility to obtain this document and to read the entire contents before signing this lease agreement.

21. Smoke Detector. The Landlord has installed smoke detectors in the Premises as required by applicable law. The Tenant acknowledges that said detectors are in good shape condition and proper working order as of the commencement of the term of this Lease. Tenant agrees not to obstruct or tamper with said detectors or otherwise permit the detectors to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test said detectors periodically and to report any malfunction therewith promptly to the Landlord. Tenant assumes all liability to test said detectors and hereby waives and exonerates Landlord from any liability resulting from any defective detector which Tenant shall not have specifically reported to Landlord

22. Rules and Regulations.

- a. Utilities: Tenant shall be responsible for all utilities.
- b. Signs: Tenant shall not display any signs, exterior lights or markings. No awnings or other projections shall be attached to the outside of the building.
- c. Locks: Tenant is prohibited from adding locks to, changing, or in any way altering installed locks on the doors. All keys must be returned to Landlord of the premises upon termination of the occupancy.
- d. Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.
- e. Periodic replacement and/or cleaning of HVAC filter(s), light bulbs, smoke detector batteries and any other normal maintenance item (generally under \$40) are the responsibility of the Tenant. Any damage resulting from Tenant's failure to maintain such items will be at the Tenant's expense.
- f. Parking: Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by Landlord at the expense of Tenant owning same, for storage or public or private sale, at Landlord's option, and Tenant owning same shall have no recourse against Landlord therefore.
- g. Storage: No goods or materials of any kind or descriptive which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area of the residence itself. Storage in all such areas shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage.
- h. Walls: No nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of residence.
- i. Guest: Tenant shall be responsible and liable for the conduct of his/her guests. Act of guests in violation of this agreement or Landlord's rules and regulations may be deemed by Landlord to be a breach by Tenant. No guest may stay longer than 7 days without written permission from Landlord; otherwise, a \$10 per day guest charge will be due Landlord.
- j. Noise: All radios, TV(s), etc. must be turned down to a level of sound that does not annoy or interfere with neighbors.
- k. In the event that the Tenant has the exclusive right to the grounds, Tenant shall maintain his/her own yard and shrubbery. Tenant shall furnish his/her own garbage can.
- l. Tenant's Guide: Landlord reserves the right at any time to prescribe such additional rules and regulations, and make such changes to the rules and regulations set forth and referred to above, as Landlord shall, in its judgment, determine to be necessary for the

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safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Tenants generally.

23. Conduct of Tenant. Tenant shall conduct himself or herself and require other persons on the premises, including family, friends, licensees, and invitees to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by his or her neighbors, and the Tenant agrees that he or she will not permit said premises to be used for any improper, illegal or immoral purposes, nor will he or she permit or engage in any conduct which is noisy, dangerous, offensive, illegal or otherwise improper. **Tenant shall also maintain the residence on the leased premises in a clean and sanitary condition at all times.** Tenant shall not maintain any junked cars on or near the premises. Any unauthorized motor vehicle, boat or trailer parked on the premises will be removed at the owner's expense pursuant to KRS 182.725. **Tenant agrees to obey all local ordinances as well as State and Federal laws, with regard to Tenant's use of the leased premises. Tenant also agrees that it is responsible for any fines or fees assessed due to it's violation of said ordinances or laws.**

IN WITNESS WHEREOF, the parties have hereunto set their hand by and through their authorized representatives this day and year. The undersigned ___ tenants and the landlord hereto agree to be bound by paragraphs 1 through 23 in the above written lease. All Tenants and Co-signing parents/guardians shall be jointly and severally liable for all sums due from Tenant under this Lease.

Tenant's Name (print) _____ Parent's Name (print) _____

Tenant Signature _____ Parent Signature _____
Date _____ Date _____

Parent's Address _____

Parent's Phone _____ Parent's Email address _____

Tenant's Name (print) _____ Parent's Name (print) _____

Tenant Signature _____ Parent Signature _____
Date _____ Date _____

Parent's Address _____

Parent's Phone _____ Parent's Email address _____

Tenant's Name (print) _____ Parent's Name (print) _____

Tenant Signature _____ Parent Signature _____
Date _____ Date _____

Parent's Address _____

Parent's Phone _____ Parent's Email address _____

Tenant's Name (print) _____ Parent's Name (print) _____

Tenant Signature _____ Parent Signature _____
Date _____ Date _____

Parent's Address _____

Parent's Phone _____ Parent's Email address _____

Landlord's Name (print) _____

For Maintenance call or text:

Landlord's Signature _____
Date _____

DellaValle Management Inc.

Utility Company Contact Numbers:

Heather Asher-

Kentucky Utilities- 859.255.0394
Kentucky American Water Company- 859.268.6300
LEXserv City Services- 888.987.8111
Columbia Gas of Kentucky- 800.432.9345
Time Warner Cable-(Cable, Internet) 859.514.1400

Office- 859-273-6000
Mobile- 859-312-9289
hasher@dellamgmt.com