

LEASE

Upon the terms, covenants and conditions set forth this date _____ herein after for the period of _____. Beginning on the _____ and ending on _____ and thereafter on a month to month, or unless this lease is renewed in writing. The monthly rent shall be _____ and the deposit is _____ and held at Stock Yards.

TENANT
ADDRESS

John R. Smith
LESSOR **P.O. Box 39**
ADDRESS **Eastwood, Kentucky 40018**

In consideration of the mutual agreements and covenants set forth below, the payment of rent and the deposit of the amount specified above to secure the premises from damage, the Lessor hereby leases to Tenant the premises described above for the term stated. The leased premises shall be used as a dwelling and not otherwise, and shall not be sublet, assigned or transferred in any manner without the written consent of the Lessor. These are the only occupants that are to occupy the Leased Premises: except their children under the age of 18 years. _____

The lessor and tenant further agree, as follows:

1. _____ Tenant shall pay to Lessor at the above address the monthly rent specified above on or before the 1st day of each month in advance. The time of each and every payment is of the essence of the lease. To cover Lessor's added cost of late payment, the monthly rent shall be increased \$9 per day if not received on the due date. All rents received by mail must be post-marked at least 1 day prior to due date or late fee is due. Late rent will not be accepted without late fees.
2. No utilities to be furnished by lessor.
3. _____ Appliances furnished by Lessor or on loan and not subject to repair by lessor, but shall be turned over to lessor at fulfillment of lease in good working order. _____. The use of gasoline stoves or other similar fuel burning appliances using highly flammable liquids and the use of portable kerosene, butane or propane stoves or other similar portable fuel burning appliances for cooking or heating is prohibited by law and by this agreement.
4. In addition to all other duties of maintenance, the Tenant shall: Comply with all obligations imposed on Tenant by building and housing codes materially affecting health and safety; Keep that part of the premises that he occupies or uses as clean and safe as possible; Dispose from his/her dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe manner; Keep all plumbing, heating and air, hot water heaters working and clean in the dwelling unit; Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, in the premises; Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so; Conduct himself/herself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of the premises; Repair and replace any and all burnt out elements on range, dishwasher and hot water heater at their expense, and have furnace filters changed at move-out.
5. _____ Smoke detectors shall be maintained at all times and are working at this time. The undersigned, have personally checked the smoke alarm in the unit which is provided and find it to be in working order. We understand that the law requires us to maintain the alarm and keep fresh batteries in the mechanism and my failure to do so absolves the landlord, or agent from and responsibility for losses due to my/our non-compliance with the Law or malfunction of the alarm. Failure to comply will result in a fine not more than \$200. _____.
6. To secure the property of Lessor from damage, Tenant has place with Lessor a security deposit in the amount set forth above. This deposit will be utilized as a fund for repairing damage to the leased premises. It is not an advance of rent, and may not be deducted from a rental payment at any time. Security deposit shall not be the full measure of tenant's liability for damages.
7. _____ Tenant shall make no alterations or additions, which include painting and wallpapering, nor install nor maintain, on the premises major appliances or devices of any kind without in each case obtaining the written consent of Lessor. If made, or installed, with or without consent, all alterations, additions and fixtures become part of the real property and shall remain at expiration or termination of the lease term.
8. Lessor does not insure Tenant's person and all personal property in the leased premises or elsewhere shall be at the risk of Tenant only, and that Tenant will carry such insurance as Tenant deems necessary. Lessor will maintain insurance on the building, but Tenant is responsible for all costs of fire or other casualty damage not covered by insurance and for any deductible. The Tenant thereafter agrees that the lease premises have been examined to the extent necessary to ascertain its condition. The premises are leased in the condition found and the Lessor shall not be liable to Tenant, or anyone on the premises with consent or at the invitation of Tenant, for property damage or personal injuries caused by or arising out of the condition of the leased premises; it being understood that the Tenant, and all others, take the premises as they find them. In the event such damage or injury arises out of Tenant's failure to maintain or repair, the Tenant shall indemnify Lessor, agents and employees, from any such claims and hold them harmless.
9. _____ Tenants agree to hold Landlord harmless from any claims, damage and expense arising from injury, accident, damage or loss to or caused by the Tenants or Tenants family, guests, employees, servants, agents, permitted assigns, occupants, visitors or any property of said persons, in or about the dwelling unit or apartment complex, building or parking areas, community or otherwise, from any cause whatsoever growing out of or connected with the use and occupancy of, or activities in or about the dwelling unit, building, parking areas, community or otherwise. Tenants shall make no claim against Landlord for or on account of any loss or damage sustained by fire, theft, water deluge or overflow, or interruption of utility services or usage, however occurring within the dwelling unit or building or other areas of the property areas. The Landlord makes no covenants, representations or warranties as to the security of the leased premises or the real property and Tenants shall look solely to the Jefferson County Police Department or other such Public Police Department for protection.
10. The Lessor shall have access to the leased premises at all reasonable times in order to inspect same, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the leased premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, except in case of emergency or unless impractical to do so the Lessor shall give Tenant at least 48 hours notice of his intent to enter.
11. In the event the Tenant will be absent from the leased premises for more than seven (7) days, Tenant agrees to notify Lessor. During such absence Lessor may enter the leased premises to inspect or protect the property, or for any other reason deemed necessary or desirable.
12. In the event of Tenant's death before expiration of this lease, Lessor shall have the right to declare this lease terminated. Lessor shall have the right to remove the personal property of belongings of the Tenant from the leased premises and store same at a commercial storage firm at Tenants expense, or on suitable portions the leased premises. Lessor shall take reasonable precautions to safeguard said property or belongings, but shall not be obliged to store same under this item and shall not be responsible for loss or damage from causes beyond his/her control.
13. If the Tenant should be declared bankrupt during the term of this lease, the Lessor at his opinion, may terminate this lease. If so terminated the Tenant agrees to promptly vacate the premises removing all personal property and belongings and upon his failure to do so, the Lessor may take all steps necessary, including storage of Tenant's property as set forth in paragraph 14, and shall not be responsible to Tenant for loss or damage due to causes beyond Lessor's control.

14. _____ Release of security deposit, with no interest, is subject to the following provisions: (a) Full term of lease has expired; (b) A written notice to vacate, must be given 30 days prior to said vacating; (c) No damage, to property beyond normal wear and tear; (d) No unpaid late charges or delinquent rents; (e) Keys have been returned; and (f) A forwarding address left with management. If you do not take possession you forfeit the deposit. In no event shall the security deposit be used by the tenants as the last month's rent.
15. The whole or any part of the building containing the leased premises is taken by any competent authority for any public use or purpose, the term of this lease at Lessor's option, shall terminate upon, and not before, the date when possession of the part so taken shall be required for said use of purpose. Rent shall be apportioned to the date of termination. Lessor shall be entitled to the entire compensation for the part of the premises taken without apportionment to the Tenant.
16. Upon expiration or termination of this lease, Tenant shall yield up immediate possession, remove all property and belongings, and deliver all keys to Lessor at the address where rent is payable. Upon Tenant's failure to vacate the Lessor may take all steps necessary to remove Tenant and his property as provided by law and Tenant shall acquire no additional rights nor extension of the lease term by reason of such holding over. In addition to all remedies provided by law, Tenant shall pay a pro-rata sum as rent and other actual damages suffered by Lessor.
17. Ten (10) days absence by Tenant with rent unpaid, or the removal of a substantial portion of Tenant's personal property without explanation or notice to Lessor shall be deemed an abandonment of the leased premises by Tenant. In such event, Lessor may reenter the leased premises immediately, take all action necessary to remove remaining property and belongings of Tenant, and relet or sublet as Tenant's agent, without notice and without responsibility for damages resulting therefrom.
18. _____ This lease is consider an "as is" lease, no damages exist and no repairs are needed. No maintenance or repairs shall be made by the lessor on an "as is" lease. _____
19. This lease contains the entire agreement between these parties. No oral agreements or representations have been made by the Lessor or shall be binding upon the Parties unless set forth in writing this lease.
20. Tenant agrees not to keep any pets on premises at any time unless Lessor approves _____ and a non-refundable fee is paid in the amount of _____. Any damage to come out of security deposit. At any time during this lease or final walk through evidence of a pet or pets is found, the deposit is automatically forfeited and lessor may be allowed to recover any further damages.
21. Tenant agrees not to keep any inoperable vehicles or other unsightly equipment on premises. No more than two (2) vehicles are permitted on premises and they must be parked on driveways only.
22. Tenant agrees to keep the landscaping, including much beds, shrubs, flower and grass in good condition-groomed, cut and watered at all times and to pay for replacement of same at the time of termination of lease at the fair valuation, if damaged. Grass is to be cut no later than 3 days prior to leaving.
23. There is a \$30.00 service charge for returned checks and after one bad check all further rents must be in cash or money order. Further late fees accrue during this replacement time.
24. No provision of this lease shall be deemed to have been waived by the landlord, unless such waiver is in writing and signed by the landlord. Landlords waiver of a breach of any term or condition of this lease shall not prevent a subsequent act, which would have originally constituted a breach from having all the force and effect of any original breach. Landlords receipt by tenant of any term or condition of this lease shall not be deemed a waiver of such breach. Lessor can accept partial or full payment at any time if a forcible or small claims action has been taken and the tenant payment may not stop or cause to start over the original action.
25. It is mutually agreed that fees for repairs, attached to this lease is agreed in the event of damage.
26. _____ Tenant agrees to abide by all subdivision restrictions including binding elements, Deed of Covenants, Homeowner Association Rules, and or Laws affecting the occupancy of premises. In the event tenant or owner (due to tenants cause) should be cited for a violation, tenant agrees that in addition to the curing of the citation, the lease may be terminated by the Lessor upon written notice and Tenant agrees to give possession immediately.
27. Tenant acknowledges that Tenant is liable for rent for the full term of this lease. However, if Lessor in Lessor's discretion, agrees to allow Tenant to vacate the premises before the expiration of this lease, Tenant agrees that it is fair compensation to Lessor for early termination that (1) Lessor retain the security deposit, (2) Tenant pay two months rent beyond the early termination date, and (3) Tenants pay to Lessor Lessor's estimated cost of reletting the premises, including attorney fees, advertising, cleanup, clerical cost and the like. These damages may, at Lessor's election, be treated as liquidated damages by Lessor in the event of a breach of the lease by Tenants, including abandonment or forcible detainer, Lessor and Tenants acknowledge that true damages are difficult or impossible to ascertain.
28. During the winter months it is the responsibility of the tenant to maintain all water lines and prevent the freezing or bursting and pay for all damages in the event of repair.
29. Lockout fees: \$60.00 day and \$90.00 night. Window treatments installed at all windows within 15 days. Waterbeds require insurance coverage.
30. It is understood the fair market rent of this lease is _____ monthly. Lessor and tenants agree that the tenants have been giving a rent concession of _____ for tenant's performance of the following provisions: _____. Non-performance of these items within 30 days shall change the rent to fair market value.
31. If Tenant breeches any term of this lease and Lessor or his agent files for legal action, Tenant agrees to pay the cost of such action plus reasonable attorney fees.
32. In the event the property is sold, Landlord shall have the right to assign the Tenants deposit to the new owner, and, shall be released by the tenants from all liability for the return of such deposit and for Lessor performance of any Lessor obligation to be performed under the terms of the lease.
33. Basements and garages are not guaranteed by the Lessor to be watertight and therefore damage done to tenants personal property is the sole responsibility of the tenant and his insurance carrier.
34. _____ The use of swimming pools of any type are hereby prohibited. No attractive nuisances like playground equipment, swing sets or playhouses shall be erected without written permission of the landlord. In the event permission is given, proof of insurance is mandatory and shall hold the landlord harmless from any and all liabilities resulting from injury there from.
35. _____ It is mutually understood and agreed that John R. Smith is the owner of the property and a licensed real estate broker.

IN WITNESS WHEREOF, We have affixed our signature this day, month and year, first above written.

LESSOR _____ TENANTS _____