

West Virginia Residential Lease Agreement Form

I. TERM – This legal document (“Hereinafter referred to as “Lease Agreement”)
represents a lease agreement for a term of _____ months (Hereinafter referred to as

Number of Months

the “Lease Term”) beginning on the _____ day of _____,

Day

Month

_____ and ending on the _____ day of _____,

Year

Day

Month

_____.

Year

II. LANDLORD & TENANT – This Lease Agreement is between

_____ (Hereinafter referred to as “Landlord”)

Landlord

with mailing address of _____ City of

Street Address

_____ State of _____ Zip Code _____

City

State

Zip Code

(Hereinafter referred to as the “Premises”) to

_____ (Hereinafter referred to as “Tenant”)

Tenant

III. PREMISES – The Landlord agrees to lease the premises located at

_____ City of _____ State of

Street Address

City

_____ Zip Code _____ (Hereinafter referred to as the “Premises”) to

State

Zip Code

the Tenant only for the purposes of residential use. The Landlord agrees to include
furnishings and appliances as described:

_____.

Furnishings and Appliances

If there are any common areas for use but which are shared between other Tenants or the
Landlord, Tenant shall have the every right to use said areas. If there are any restrictions
on said common areas they are:

_____.

Restrictions

IV. USE

The Tenant shall obey, and require anyone else on the Premises to obey, all laws and restrictions that apply to the Premises as well as any Federal or State Laws and act in a manner that does not unreasonably disturb any neighbors or constitute a breach of peace. Landlord will give Tenant notice of any restrictions that apply to the Premises.

A. Alterations - Tenant _____ may, or, _____ may not make alterations or improvements to the Premises with first obtaining permission from the Landlord in writing of exactly the improvement or alteration and how the improvement or alteration will be made.

B. Pets – Tenant _____ may, or, _____ may not be allowed to have pets on the Premises. If pets are not allowed on the premises, they are not to be allowed at anytime, except licensed animals needed by the blind, deaf, disabled or

_____ under the conditions of _____
Other *Conditions*

The Premises are to be used only as a private residence for the Tenant(s) listed in Section II of this Agreement, and the following minor children:

List Minor Children

Occupancy by guests for more than _____ is prohibited without Landlord's written

of Days

consent and will be considered a breach of this Lease Agreement.

V. RENT

Tenant shall pay rent to Landlord payable to in the monthly installments of

_____ Dollars (\$ _____)

Amount

\$

payable in the name of _____

Payable to

Payments are due on the _____ of every month (Hereinafter referred to as the “Due

#

Date”) beginning _____ . All rent payments shall be

Date

sent to _____ City of _____ State of

Street Address

City

_____ Zip Code _____ or if there is another way the Landlord would like to

State

Zip Code

receive rental payments it shall be described as follows:

Other

(if applicable) **Prorated first month's rent.**

For the period from Tenant's move-in date _____, _____, through the end
Tenant's Move-in Date

of the month, Tenant will pay to Landlord the prorated monthly rent of

\$ _____.

Prorated Rent Amount

This amount will be paid on or before the date the Tenant moves in.

VI. DEPOSITS AND CHARGES - In addition to Rent described above, the Tenant shall pay the following to the items that apply:

A. Deposits (check all that apply)

_____ - Security Deposit of \$ _____ paid upon signing the Lease
\$

_____ - Last Month's Rent of \$ _____ paid upon signing the Lease
\$

_____ - Rent in advance of \$ _____ paid upon signing the Lease
\$

_____ - Pet Deposit of \$ _____ paid upon signing the Lease
\$

_____ - Other _____
\$

If the Tenant has paid a deposit or an advancement of rent, the Landlord shall deposit the money in a separate interest bearing or non-interest bearing account for the benefit of the Tenant. Furthermore, within _____ days after Tenant has vacated the premises,

of days

returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

B. Late Charges - If Rent has not been paid in full to the Landlord by the Due Date as stated in **Section V** the Landlord has the right to either:

(choose one option)

_____ - Charge Tenant fee of \$ _____, for every day after the Due Date.

\$

_____ - Charge Tenant fee of _____% of the amount due, for every day after the Due Date.

%

VII. UTILITIES – Tenant is responsible for the following utility charges:

_____ - Electricity

_____ - Water

_____ - Cable

_____ - Internet

_____ - Heat

_____ - Other _____

Other

VIII. SUBLETTING & ASSIGNMENT – Tenant agrees not to sublet any part of the Premises or assign this Lease Agreement without written consent from the Landlord.

IX. MAINTENANCE – Tenant agrees to keep the Premises properly maintained and in sanitary condition during the term of the lease. Tenant must return the Premises to the same level of condition as when the day the Tenant took occupancy.

A. Tenant to keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to what existed when the Tenant took occupancy, except for ordinary wear and tear;

B. It is the Tenant’s obligation to notify Landlord IMMEDIATELY of any conditions that could be hazardous in or about the Premises.

C. Tenant agrees that they will be held accountable for any damage made by guests on the Premises.

X. LANDLORD’S ACCESS – Landlord or a Landlord’s representative may enter the Premises under the following conditions:

A. At anytime for the protection or preservation of the Premises.

B. After notice as required by State law for the purpose of repairing the Premises.

C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:

1. With Tenant's consent
2. In case of emergency
3. When Tenant unreasonably withholds consent.
4. If Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then the Landlord may only enter with Tenant's consent or for the protection or preservation of the Premises.)

XI. PROHIBITED ACTS BY LANDLORD

- A.** - Landlord cannot cause, directly or indirectly, the termination or interruption of any utility service that serves the Tenant including but not limited to; refrigeration garbage collection, gas, oil, electricity, lighting (interior and exterior), or any other service.
- B.** - Landlord cannot prevent the Tenant from accessing the Premises by any and all means.
- C.** - Landlord cannot make any unnecessary repairs to remove; windows, doors, or any fixtures. Landlord cannot remove Tenant's personal property from the Premises unless Tenant has not paid rent; in that case the Landlord may remove Tenant's Personal Property and is not responsible for storage or disposition.

XII. DEFAULT

- A. TENANT'S DEFAULT** – Tenant shall be in default if the following occurs during the term of the Lease Agreement:
1. Tenant fails to pay rent when it is due and the default continues for 3 business days (business days are defined as Monday through Friday except federal holidays) after written notice of failure to pay rent or possession of the Premises.
 2. If there is an intentional act that causes severe destruction, damage, or misuse of Property, then Landlord has the authority to evict the Tenant immediately for unreasonable disturbance.
 3. If Tenant fails to perform any of the stated terms of the Lease Agreement and fails to comply after seven (7) days of receiving notice.
- B. LANDLORD'S DEFAULT** – If Landlord does not comply with Tenant's maintenance obligations within seven (7) days of written notice of Landlord's default of obligation to repair, fix, or maintain the Premises, the Lease Agreement may be altered;
- C. WAIVER** – If Landlord accepts rent knowing of Tenant's default or accepts performance by Tenant of any part of the Lease Agreement, or, Tenant accepts performance by Landlord knowing of Landlord default and pays rent, then the party accepting performance shall not have the right under this Lease Agreement to make a claim or terminate Lease Agreement. This does not limit the rights of any party to enforce later default.
1. Tenant will not be liable for rent if the Landlord's failure to comply makes the Premises uninhabitable.
 2. If the Landlord's failure to comply makes the Premises habitable but not

in the condition upon move-in, then the rent shall be adjusted to the market value of the Premises.

XIII. POSSESSION – If, after authorization of this Lease Agreement by both parties either:

- A. Tenant fails to take possession of the Premises; Tenant is still responsible for paying rent on the Due Date every month and to comply with the provisions of this Lease Agreement.
- B. Landlord fails to grant possession of the Premises in a good and habitable condition to Tenant; The Tenant has the right to terminate the Lease Agreement with written notice to Landlord.

XIV. NOTICES – All notices made by the Tenant to the Landlord, must be delivered to the following address below;

Street Address

Street Address #2

City , *State*

Zip Code

XV. DISCLOSURES – Tenant agrees and acknowledges the disclosures attached to this agreement by filling in their initials below;

_____ - State of _____ required disclosures
State

_____ - Tenant Rules and Regulations

_____ - Tenant Checklist Upon Move-In

_____ - Other _____
Other

XVI. ADDITIONAL ADDENDUMS – If any Additional addendum(s) to this agreement, is described as:

Additional Addendums

XVII. DISCLAIMER – If one sentence, section, or portion of this Lease Agreement is deemed to be invalid, it does not affect the terms of the rest of this document.

XVIII. TENANCY – If for any reason the Tenant or Tenant’s guest(s) fail to comply with this Lease Agreement, or the Tenant misrepresented themselves in this Lease Agreement or on the Rental Application, the Tenant may be found in violation of this

Lease Agreement and at the Landlord's decision this document may become Void.

XIX. TIME - Is of the essence.

XX. ENTIRE LEASE AGREEMENT – This legal document is the agreement between Landlord and Tenant, any other promises or agreements must be attached hereto other than the necessary rules and regulations as implied by law, have been agreed upon. Any future changes or modifications must be made in writing and signed by both parties.

XXI. AUTHORIZATION & WITNESS – IN WITNESS WHEREOF, Landlord and Tenant agree to the terms and have executed and dated this Lease Agreement below.

Landlord:

Tenant:

Landlord's Printed Name

Tenant's Printed Name

Landlord's Signature

Tenant's Signature

Date

Date

(if applicable)

Licensed Real Estate Agent/Broker/Salesperson

Printed Name

Signature

Date