### LEASE

THIS LEASE made and entered into on this \_\_\_\_\_day of \_\_\_\_\_, \_\_\_, by LSN Properties, LLC, hereinafter referred to as LESSOR: and \_\_\_\_\_\_, as LESSEES:

#### WITNESSETH:

1. LEASED PREMISES: The Lessor hereby leases to the Lessee(s), and the Lessee(s) hereby lease from the Lessor, the following leased premises, located in the city of Bowling Green, Warren County, Kentucky and more particularly described as follows: \_\_\_\_\_\_Winners Circle, Bowling Green, KY 42103\_.

2. This lease is for a term beginning on the \_\_\_\_\_\_day of \_\_\_\_\_\_, and ending on the \_\_\_\_\_\_day of \_\_\_\_\_\_, \_\_\_\_.

3. RENT: The Lessee(s) agree to pay to the Lessor as rent for the leased premises the sum of \_\_\_\_\_\_\_ dollars, payable at (\$\_\_\_\_\_), \_\_\_\_\_\_ dollars each month on the 1<sup>st</sup> of the month during the balance of this Lease.

The Lessee(s) agree to make all said payments in lawful money of the United States in equal monthly installments as specified above, without demand, and in advance, on the 1<sup>st</sup> day of the month during the term of this Lease, at the address of the Lessor, 671 Old Greenhill Road, Alvaton, KY 42122, or at such other place as the Lessor may from time to time, by written notice to the Lessee(s), designate. Each and every installment of rent due under the terms of this Lease, and all sums of money payable by the Lessee(s) to the Lessor, shall bear a \$10.00 per day late fee for each and every day after the 5<sup>th</sup> of the month until date such installment of rent is paid in full.

4. SECURITY DEPOSIT: Prior to the taking possession of the leased premises, the Lessee(s) shall deposit with the Lessor the sum of \_\_\_\_\_\_

dollars (\$\_\_\_\_\_\_) and, which deposit, together with property of the Lessee(s) located upon the leased premises, shall serve as security for the full performance of the obligations of the Lessee(s) under the Lease. Such deposit shall not be considered as a rental payment nor shall such payment be considered to limit or relieve the Lessee(s) from any obligation or liability under the terms of this Lease. Upon surrender of the leased premises at the termination of this Lease, any amount remaining on deposit shall be refunded to the Lessee(s), subject however, to the Lessor's right to retain any or all portions of said deposit if any of the Lessee's obligations under this Lease have not been met.

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5. CONDITION OF PREMISES: No representations or promises respecting the condition of the leased premises have been made to the Lessees, and the taking possession of said leased premises by the Lessees shall be conclusive evidence as against the Lessees that same were in good and satisfactory condition and as represented when possession thereof was taken by the Lessees.

6. ALTERATION OF PREMISES: No alteration in or additions to said premises shall be made by the Lessees nor shall the Lessees paint, decorate or wallpaper any portion of the leased premises without first obtaining written consent of the Lessor thereto, and all erections, additions and improvements made in or upon said property of the Lessor, and remain upon said premises upon termination of this Lease, by lapse of time or otherwise, without compensation to the Lessor therefore, unless otherwise provided herein.

7. USE AND OCCUPANCY: The Lessees shall use the leased premises in a careful and proper manner and said leased premises shall be used and occupied only by those persons listed on the application attached to this lease and only as a residence for the Lessees and said persons, unless the prior written consent of the Lessor is obtained. The Lessees agree not to drill into, disfigure or deface any part of the leased premises, and to return same to the Lessor upon termination of this Lease, either by lapse of time or otherwise, in as good condition as when received. The Lessees further agree to obey, observe and promptly comply with all present and future laws, ordinances, rules and regulations, orders and requirements of all governmental authorities or agencies, respecting the use and occupancy of said unlawful or immoral purpose, or in such manner as to create a nuisance, or disturb the other lessees or occupants of the building in which the leased premises are located, or any neighboring property, or to injure the reputation of said building, or the development, or to suffer anything to be done upon leased premises which will increase the rate of fire insurance on said building, and that they will comply with the rules and regulations set out hereafter, and such other and further rules and regulations as the Lessor may from time to time deem needful and prescribe for the safety, care and cleanliness of the building, as well as the comfort, quiet and convenience of the other occupants of the development. The Lessees shall be deemed to have notice of such rules and regulations upon their posting at the Lessor's office.

8. DESTRUCTION OF THE PREMISES: If the leased premises, or any part thereof, are damaged by fire, the elements, acts of God, explosion, unavoidable accident, or other causes beyond the control of the Lessor, or if the leased premises, or any part thereof, are condemned or acquired by governmental or other authority, then the Lessor, may, at its option, either terminate this agreement or repair and restore same to their leased premises to their former condition, the rent shall continue, it being understood and agreed that the Lessor shall not be liable to restore or repair any furniture, rugs, fixtures, or other personal property brought upon said premises by the Lessees. If such damage shall render the leased premises substantially unrentable, then this Lease shall be terminated, the rent shall be paid only up to the time of such damage or destruction, and this Lease shall terminate as of said date.

9. SUBLETTING OR ASSIGNING PREMISES: The Lessees shall not sublet or underlet the leased premises, or any part thereof, nor assign this lease, for the whole or any portion of the term thereof, without having first obtained the written consent of the Lessor thereto, any assignment, underletting or subletting by the Lessee, voluntarily or involuntarily, or by operation of law, shall be void unless the Lessor shall have consented in writing thereto, is being agreed that the granting, giving or waiving of one or more such consents shall not render unnecessary or be deemed to operate as a waiver of, the necessity of the Lessees obtaining the Lessor's written consent to any subsequent assignment, underletting.

10. LIABILITY OF LESSOR: It is mutually understood that the Lessor shall not be liable for any damage or injury, either to the person or property of the Lessees, due to the act or neglect of any other lessee or invites of the Lessees, due to the act or neglect of any other lessee or occupant of the development, or caused by fire, water, steam, gas, snow, ice, frost, sewerage, or electric current, or by the breaking, leaking or obstruction of pipes, or resulting from any other cause whatsoever. The Lessee agrees to retain adequate insurance coverage on the contents of the leased premises, or if they neglect to obtain said insurance, the Lessees will not hold either the leasing agent or the owners of the building, or any agents of same, responsible or liable for any loss resulting from the aforementioned acts.

## 11. DEFAULT BY LESSEES (DAMAGES):

A. If default shall at any time be made by the Lessees in the payment of the rent hereby reserved, or any installment thereof, or if default shall be made in any of the covenants herein contained, to be kept, observed and performed by the Lessees' or if the leasehold interest shall be levied or under execution, or a petition in bankruptcy be filed by the Lessees or either of them or if the Lessees, or either of them shall be adjusted bankrupt, or insolvent, by any court, or make an assignment for the benefit of creditors, or if the Lessees shall vacate or abandon the leased premises for a period of thirty (30) days during the term of this lease, then, and in any of said cases, the Lessor may at once, at its option, terminate this Lease, the Lessees agreeing that the covenants and agreements made by them herein shall be termed conditions as well as covenants. Upon the termination of the Lease at the option of the Lessor as aforesaid, or at the expiration of this Lease by lapse of time, the Lessees have 7 days to surrender possession of said

premises to the Lessor, and if such possession be not and repossess itself thereof, as of its former estate, using such force as may be necessary, without being termed to be guilty of any manner of trespass or forcible entry of detainer and the Lessees expressly waive the service of any notice of intention to terminate this Lease or to re-enter said premises, and waive the service of any demand for payment of rent or for possession, and waive the service of any and every other notice or demand prescribed by any statute or any law, and agree that at the option of the Lessor the simple occurrence of any of the contingencies described in the first sentence of this paragraph 11 (A) shall, of itself, without the service of any notice or demand therefor, constitute a forcible detainer by the Lessees, within the meaning of the statutes of the Commonwealth of Kentucky. No receipt of money by the Lessor from the Lessees, or either of them, after this Lease has been terminated in any way, shall reinstate, continue, or extend the term of this Lease, or affect any notice given to the Lessees prior to the receipt of such money, it being agreed that after the service of notice or the commencement of a suit, or after a final judgement for the possession of said premises, the Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit or said judgement.

B. The Lessees will pay to the Lessor at once upon the termination of this Lease, in accordance with the provisions hereof, or upon the vacation of said premises by the Lessees, a sum of money equal to the entire amount of rent under this Lease provided to be paid and at the time remaining unpaid, whether or not presently due, including double rent as herein provided as the liquidated damages of the Lessor; upon making such payment the Lessees shall be entitled to receive from the Lessor all rents received by the Lessor from other Lessees on account of said premises during the term originally demised by this Lease; provided, however, that the monies to which the Lessee shall so become entitled shall in no event exceed the amount so paid by the Lessees to the Lessor.

C. The Lessees will pay to the Lessor, as liquidated damages, double rent for all the time the Lessees shall retain possession of said premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise; but the provisions of this clause shall not operate as a waiver by the Lessor of any right of re-entry herein provided; nor shall any waiver by the Lessor of its right to terminate this Lease for any later breach of the same or another covenant.

### 12. TERMINATION OF LEASE:

A. It is mutually understood and agreed that no surrender of the leased premises, or of the remainder of the term hereby created, shall be valid unless accepted by the Lessor in writing.

B. The Lessees agree, immediately upon the termination of this Lease by the Lessor for any causes specified in paragraph 11 (A) hereof, or upon the expiration of said Lease by lapse of time, to remove all effects belonging to the Lessees from said premises and to vacate and surrender to the Lessor possession thereof, including all additions and improvements thereto by either party.

C. Once Lessee has fulfilled the obligation of the lease and both parties agree to continue, the current lease continues to be valid month to month until the Lessee gives 30 day notice to evacuate the premises.

13. LESSOR'S LIEN: The Lessor is hereby given a first lien on all personal property of the Lessees on the demised premises, to secure the payment of all monies due, and to become due under this Lease from the Lessee to the Lessor.

14. LESSOR'S CUMULATIVE REMEDIES: The Lessees agree that the rights and remedies of the Lessor under this Lease shall be cumulative and shall not exclude any other rights or remedies by law.

15. UTILITIES: The Lessor shall not be required to furnish janitor service or heat, hot or cold water, electricity or gas to the Lessees, but will install an electric meter and cause the public utility companies to install gas and water meters, and all of said services shall be purchased and paid for by Lessees under direct contract with utility companies furnishing same unless otherwise agreed upon between Lessor and Lessee.

16. RIGHT OF ENTRY: The Lessees agree that the Lessor and its agents, including any contractor employed by the Lessor, shall have the right to enter the leased premises at reasonable hours of the day, for the purpose of inspecting same and of making such alterations and repairs as are, in the opinion of the Lessor, reasonable necessary for the safe and economical accomplishment of said purposed, without in any way being deemed guilty of an actual or construction eviction of the Lessees. The Lessees agree to allow the leased premises to be shown by Lessor to prospective tenants at reasonable hours during the last fifteen (15) days preceding the expiration of this Lease, as provided herein. The Lessor reserves the right to show the premises to current and prospective mortgage lenders, insurers, and prospective purchasers and brokers at reasonable hours during the Lease term.

17. ATTORNEY'S FEES: Pursuant to KRS 411.195, the Lessor and the Lessees agree that in the event of a default as described herein, the Lessees shall be required to pay reasonable attorney's fees and costs incurred by the Lessor in connection with its exercising any rights or remedies it may have under this Lease because of such default.

18. SERVICE OF NOTICE: All notices, demands, and communications referred to herein shall be deemed to have been well and sufficiently served if left at the leased premises, or forwarded by registered mail with postage prepaid, addressed to the Lessees

at the leased premises, and to the landlord at 671 Old Greenhill Road, Alvaton, KY 42122, or such other place as the Lessor may, by written notice to the Lessees designate.

19. SUCCESSORS AND ASSIGNS: All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the successor and assigns of the Lessor, and to the heirs, executors and administrators of the Lessees, and, so far as the same may be assigned by the Lessees hereunder, with the prior written consent of the Lessor thereto, to the Lessees' assigns.

20. MISREPRESENTATION BY LESSEES: If the Lessees have made any substantial misrepresentation in the form of application for lease heretofore executed by them, the Lessor may treat the same as a violation of a covenant of this Lease and invoke the remedies provided under Paragraph 11 hereof, or any of them.

21. QUIET ENJOYMENT: The Lessor warrants and represents that it has full power and authority to make this Lease, and that during the term thereof the Lessees, not being in default with respect to the payment of rent or the performance of any of the covenants and agreements made herein by them, shall peaceably occupy and quietly enjoy the lease premises.

22. GRAMMATICAL INTERPRETATION: It is mutually agreed that the work "Lessees" whenever used herein shall be constructed to mean "Lessee" and all cases where there is only one Lessee, and the necessary grammatical changes required to make the provisions hereof apply either to men or women shall be assumed as though they have been made.

# RULES AND REGULATIONS

23. SANITARY CONDITIONS: The leased premises shall be kept by the Lessees in good and sanitary condition; neither clothing, curtains, rugs nor other articles shall be shaken or cleaned from any of the windows, porches or doors, nor shall anything be placed outside the window sills nor thrown from the windows.

24. OBSTRUCTION OF PASSAGEWAYS: The sidewalks, entry and passages shall not be obstructed by the Lessees, nor used by them for any other purpose than for ingress and egress to and from their respective leased premises.

25. USE OF FIXTURES: The Lessees shall use carefully, and for their legitimate purposes only, all plumbing, electrical and other fixtures and shall pay for all damage thereto, not caused by ordinary wear and tear. No sweepings, rubbish, rags or other substance shall be thrown in the water closets or other water apparatus.

26. FIRE AND HEALTH HAZARDS: The Lessees shall not do, nor suffer to be done, nor keep on the leased premises, anything which shall affect the fire insurance upon the building or its contents, or which shall conflict with any public, local, or public general law of the Commonwealth of Kentucky or any regulation adopted pursuant to the authority thereof, or with the rights of the other Lessees or conflict with any of the rules and ordinances of the applicable health authorities.

27. PETS: The Lessees shall not keep any pets upon the premises without the consent in writing of the Lessor, nor retain pets after receiving notice from the Lessor to dispose of it.

28. NOISE: Disturbing noises shall be avoided at all times.

29. SIGNS: The Lessees shall not display signs in the windows or elsewhere, nor erect awnings without the written consent of the landlord.

30. HANGING LAUNDRY: Laundry shall be hung by the Lessees only at the places designated by the Lessor and under the rules and regulations of the Lessor.

31. DISPOSAL OF GARBAGE: The Lessees shall obtain and use their own garbage cans; garbage bags shall not be used. Garbage shall be disposed of by the Lessees in strict accordance with the rules and regulations set by law or order of any state or governmental agency and the Lessor.

32. WALLS: Only small nails shall be used to hang objects on the walls of the leased premises.

33. SERVICES REQUESTED BY THE LESSEES: The Lessee may request services from the Lessor that exceed the Lessor's responsibility to maintain the premises. These requests are generally made because of the misuse of the premises by the Lessees. Examples of these requests are: Open drains clogged by Lessees use; treatment for bed bugs if no previous problem; repair appliances damaged by Lessees abuse; repair windows, screens, doors damaged by the Lessees; repair or repaint walls, floors, ceilings, mouldings or railing damaged by Lessees; unlock doors or replace keys lost by Lessees.

It is understood that the Lessees will be charged by the Lessor for the full cost of these and similar services. If the Lessees request these services at times other than normal office hours of the Lessor (7:30 AM to 4:30 PM – Monday through Friday, except holidays), there will be a substantial additional charge as follows: For keys that have been lost a fee of \$2.00 will be charged to tenants; For opening apartments or houses between the hours of 5:00 PM and 11:00 PM, a charge of \$15.00 will be made to the tenants; After 11:00 PM, weekends and holidays a charge of \$25.00 will be made to the tenants.

34. SURRENDER OF PREMISES: Upon surrender of the leased premises at the termination of this Lease, the Lessees shall:

- A. Clean entire premises, including range, fan, bathrooms, cabinets, and closets.
- B. Clean and vacuum floors and carpets and have them cleaned.
- C. Discard all garbage, debris, and packing material.
- D. Notify the Lessor when utilities are to be transferred.
- E. Surrender keys to premises.
- F. Leave forwarding address with Lessor.

35. LANDLORDS RULES AND REGULATIONS: The Landlord reserves the right to rescind or change any of the foregoing rules and make such other rules and regulations from time to time as may be deemed needful for the safety, care and cleanliness of the lease premises and for securing the comfort and convenience of all residents of the development; the Lessees shall be deemed to have notice of such rules and regulations upon their posting at the Lessor's office.

36. ALTERATION OF TERMS BY SIGNED ADDENDUM: At any time after the execution of this Lease, the Lessor and Lessee may enter into a written Addendum to the Lease altering, changing or modifying any of the terms of the Lessee and the Lessor, or its agents; said addendum shall be affixed and attached to this Lease upon execution of said Addendum.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, on the day and year first above written.

LESSOR:	DATE:
LESSEE:	DATE:

## LSN PROPERTIES, LLC 671 OLD GREENHILL ROAD ALVATON, KY 42122 270-782-1669

**RENTAL APPLICATION** 

DATE: \_\_\_\_\_ The undersigned hereby makes application to rent \_\_\_\_\_ \_\_\_\_\_, beginning on \_\_\_\_\_, at a monthly rate of \_\_\_\_\_\_, Dollars (\$\_\_\_\_\_) and submits the following: 

 FULL NAME OF APPLICANT:

 DATE OF BIRTH:

 MARRIED (\_\_\_)

 SINGLE (\_\_\_)

NUMBER OF CHILDREN \_\_\_\_\_\_AGES \_\_\_\_\_, \_\_\_\_, CURRENT ADDRESS: \_\_\_\_\_PHONE: \_\_\_\_\_ HOW LONG: \_\_\_\_\_OWNER OR LANDLORD: \_\_\_\_\_ LANDLORDS ADDRESS AND PHONE NUMBER: REASON FOR LEAVING: \_\_\_\_\_ PREVIOUS ADDRESS: \_\_\_\_\_ HOW LONG: \_\_\_\_\_OWNER OR LANDLORD: \_\_\_\_\_ POSITION: \_\_\_\_\_\_SALARY: \_\_\_\_\_ SOCIAL SECURITY NUMBER: FULL NAME OF SPOUSE/ROOMMATE: DATE OF BIRTH: \_\_\_\_\_SOCIAL SECURITY #: \_\_\_\_\_ NEAREST RELATIVE NOT LIVING WITH YOU: ADDRESS: \_\_\_\_\_PHONE: \_\_\_\_\_ PAGE TWO

PERSON TO NOTIFY IN CASE OF EMERGENCY: _		
ADDRESS:	PHONE:	

CREDIT REFERENCES: (CREDIT CARDS, BANK LOANS, ETC.)

NAME:	ACCT NO.:
NAME:	ACCT NO.:
NAME:	ACCT NO.:

AUTOMOBILE LICENSE NUMBER:	STATE:
MAKE AND MODEL:	COLOR:
AUTOMOBILE LICENSE NUMBER:	STATE:
MAKE AND MODEL:	COLOR:

### HAVE YOU EVER:

FILED FOR BANKRUPTCY: () YES () NO
BEEN EVICTED OR ASKED TO MOVE OUT: () YES () NO
WHY?
INTENTIONALLY REFUSED TO PAY RENT: () YES () NO
BEEN CONVICTED OF A CRIMINAL OFFENSE: () YES () NO
PLEASE EXPLAIN
BROKEN RENTAL AGREEMENT OR LEASE: () YES () NO
PLEASE EXPLAIN
DO YOU SMOKE? () YES () NO
DO YOU HAVE ANY PETS? () YES () NO
WHAT KIND?

PLEASE NOTE:

THE ABOVE APPLICATION MUST BE COMPLETED IN FULL AS YOUR ACCEPTANCE OF TENANCY WILL BE BASED UPON THIS INFORMATION.

I hereby signify that I give prospective lessor permission to check on the above information including reports through the Credit Bureau before taking possession of the above property. I understand that if I am approved and decide not to rent, my deposit will be forfeited.

APPLICANT		

PHONE

APPLICANT

PHONE

## SECURITY DEPOSIT AGREEMENT

Received from _	, this
day of	,,,,
dollars (\$	), for Security Deposit for property located at

The return of your security deposit is subject to the following conditions:

1. Occupy the premises for the term of the Lease.

- 2. Give a thirty (30) day written notice of intent to vacate.
- 3. Clean entire unit:

-Kitchen: Sinks, stove, oven, dishwasher, refrigerator, counter tops, cabinets, floors, utility room and pantry.

-Bathrooms: Sinks, tub, counter tops, floors, commodes, and cabinets.

-Windows must be cleaned.

-Light fixtures must be cleaned and bulbs replaced.

-Painting: If required for less than one year occupancy, tenant(s) will be held liable for cost of labor and materials. Tenants who have occupied the residence for more than one year will not be charged for the painting expenses, unless management decides the damage is beyond normal wear and tear.

-Carpets must be professionally cleaned. (RECEIPT MUST BE PROVIDED)

We prefer you use Quality Carpet Care at 270-782-8504.

4. Use small nails, no stickers, no large holes in wall.

5. No delinquent or unpaid rent is tolerated. NOTE: There is a \$10.00 per day late charge for all rents that is unpaid after the fifth day of each month. Any outstanding late charges will be shown as an unpaid balance and must be paid within the month.

6. There is a \$25.00 charge on any returned check. If during the course of your tenancy, you have a check returned twice, your rent must be paid in cash or with a cashier's check from that point forward.

7. All debris, garbage and packing materials must be discarded by tenants.

8. Forwarding address must be left with management.

9. Rent will be charged until keys are returned to landlord.

10. Notify the landlord when utilities are to be taken out of tenant's name.

11. You must provide your own trash cans.

12. If you should house a pet during your tenancy without a pet deposit, this constitutes automatic forfeiture of your security deposit.

13. When vacating rental unit, it is the sole responsibility of the Property Manager to determine if unit is as clean as it was when originally occupied. If not, you will have the opportunity to complete the necessary tasks as specified by the Property Manager or forfeit deposit.

14. LSN Properties reserves the right to hold the refund of your security deposit for thirty days to assess any damages.

15. This security deposit agreement becomes part of the original lease.

Undersigned agrees that the security deposit may not be applied as rent at any time. Undersigned also agrees that he has received a copy of this agreement. Undersigned agrees that in the event a lease is not signed, this deposit will NOT BE REFUNDED.

It is our desire to provide you with a clean, well maintained rental unit. Please leave the property in the condition in which you first occupied it so that we may refund your security deposit.

LSN PROPERTIES, LLC

LESSEE(S) Print Name and Sign

LESSEE(S) Print Name and Sign