

Bluegrass Rental Properties

PO Box 481 • London, KY 40743-0481
(859) 252-5858

1. Lease of Premises

1.1 .

This Lease Agreement ("Lease") is made and entered on <<Lease Creation Date>> by and between <<Company Name>>, with an address of <<Company Name>>, P.O. Box 481, London, KY 40743-0481 ("Landlord") and <<Tenants (Financially Responsible)>> (singularly or collectively referred to as "Tenant") jointly and severally.

In consideration of the mutual covenants herein contained, and based on Tenant's representations, if any, (which are made to Landlord) set forth in Tenant's Rental Application to Landlord, which by this reference are incorporated herein as if set forth at length, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which are hereby acknowledged, Landlord and Tenant agrees as follows:.

1.2 .

Landlord hereby leases to Tenant, and Tenant hereby leases and accepts from Landlord, for the Rent as provided for herein, those premises ("Premises") described as

<<Unit Address>>

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
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2. Lease Term

2.1 .

The term of this lease ("Lease Term") shall commence at 12:01 am on the <<Lease Start Date>> ("Commencement Date") and shall end at 10:00 am on the Lease Termination Date ("Termination Date").

Regardless of Commencement Date, this lease agreement shall terminate in the month of July on the day & time specified above (Termination Date).

Tenant acknowledges that Lease Term is NOT simply based on a twelve (12)-month period from the Commencement Date.

By initialing below, you acknowledge and agree to the terms in Section 2.

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3. Rent

3.1 .

During the Lease Term, Tenants, jointly and severally, shall pay a total rent to Landlord in the amount of TOTAL RENT. Said total rent shall be paid by Tenant to Landlord in equal monthly installments of <<Monthly Rent>> ("Rent"). Please note that this is a term lease and rent is NOT prorated. In other words, regardless of move-in date, the first monthly installment of <<Monthly Rent>> shall not be prorated and, regardless of move-out date, the last monthly installment of <<Monthly Rent>>, shall not be prorated. Any unpaid balance owed on lease shall be charged as a termination fee.

All rent payments shall be paid online via the Resident Portal on Landlord's web site, www.bluegrassrentalproperties.com on or before the first (1st) day of each calendar month during the Lease Term and without demand, delay or offset for any reason and without a grace period.

If Rent is not paid online via the Resident Portal on Landlord's web site, then Tenant shall pay a \$25 processing fee per check submitted. In the event there is more than one Tenant and Tenants desire to pay via US mail, then Tenants shall send all separate payments (including the \$25 processing fee per check) at the same time in the same envelope. Landlord reserves the right to refuse individual or partial payments if Rent is not paid via the Resident Portal.

If Rent is not paid in full on or before the 1st day of each month, then Tenant is in default of this said lease. Time is of the essence for each and every monthly Rent payment and for all other monies due and owing under this Lease, including security deposit, damages, invoices or other costs or expenses chargeable by law by Landlord to Tenant.

Tenant acknowledges that Rent amount for Premises specified herein may vary from similar Premises within the building and that such variation is due to either a discount granted to other Tenants for longevity of leasing with Landlord or water usage by double occupancy of any bedroom (Example: 2 tenants occupying a 1-bedroom apartment, 3-4 tenants occupying a 2-bedroom apartment, or 4-6 tenants occupying a 3-bedroom apartment).

Tenants, shall jointly and severally, immediately pay to Landlord a late fee of Fifty Dollars (\$50) for any monthly payment of Rent not paid to Landlord on or before the first (1st) day of each calendar month, and an ongoing \$5 per day late fee after the 5th day that Rent has not been paid to Landlord. It is Tenant's responsibility to ensure that Landlord receives said Rent.

Tenants jointly and severally shall pay to Landlord a fee of Fifty Dollars (\$50) for each payment of Tenants jointly or severally returned by a banking institution for insufficient funds or for any other reason.

Landlord shall have the right to first deduct all fees, damages, costs and charges, including late fees, NSF fees, and other damages and costs set forth herein, from all amounts received from Tenant on a monthly basis before applying said amounts to the Rent due.

By initialing below, you acknowledge and agree to the terms in Section 3.

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4. Advance Payment of Last Month Rent

4.1 .

Tenant shall pay rent in advance for the last month of the lease term.

Advance rent payment shall be made on or before March 1st.

If advance rent for the last month of lease term is not paid in full on or before March 1st, then Tenant is in default of this said lease.

By initialing below, you acknowledge and agree to the terms in Section 4.

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5. Renewal

5.1 DEADLINE

This Lease has no automatic renewal provision. Landlord has no obligation whatsoever to renew the Lease.

If Tenant desires to renew Lease, then Tenant shall sign a new Lease or Lease Extension Agreement by March 15th with the following exceptions:

- Tenants of **127 Gazette Avenue** have a deadline of October 15th for lease renewal
- Tenants of **535 South Upper Street** have a deadline of October 15th for lease renewal
- Tenants of **330 Rose Street** have a deadline of January 15th for lease renewal

If Tenant fails to sign a new Lease or Lease Extension Agreement by the deadlines specified above, then Landlord shall assume that Tenant

intends to vacate at the end of the Lease term and market the property to prospective renters.

5.2 AGREEMENT TO SHOW

Once Tenant notifies Landlord of intent to not renew Lease, Tenant agrees to set aside a 15 minute period one day / week over the last 90 days of the Lease in order to show Premises to prospective renters and/or future incoming resident(s) for Landlord. Tenant gives Landlord authorization to share contact information (e-mail and/or phone number) to prospective renters and/or future incoming resident(s) for the purpose of arranging a time to show Premises.

By initialing below, you acknowledge and agree to the terms in Section 5.

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6. Good Faith Deposit

6.1 .

Immediately after signing this Lease Agreement, Tenant shall pay a good faith deposit (*if not already paid during the pre-leasing season / prior to receipt of this lease agreement*) in the amount of Good Faith Deposit.

The good faith deposit shall be retained in full by Landlord as damages if Tenant fails to follow through and lease the Premises according to the terms of this Lease as well as resident is responsible for full lease amount unless other arrangements are agreed upon by both parties.

After the 1st month's rent is paid, the good faith deposit of Good Faith Deposit shall be broken down as detailed in Sections 7, 8, and 9 of this Lease.

By initialing below, you acknowledge and agree to the terms in Section 6.

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7. Advance Turnover Fee

7.1 .

As detailed in Section 6, Tenant shall be responsible for an advance turnover fee, which is simply a component of the good faith deposit-- it is **NOT** an extra fee over & above the good faith deposit amount of Good Faith Deposit. The advance turnover fee represents a non-refundable charge for getting the Premises ready for the next resident upon expiration of Lease. Tenant acknowledges and agrees that the advance-turnover fee is *not* a security deposit.

The advance turnover fee is for maid service and professional carpet cleaning as well as for "little things" such as replacement of stove drip pans, replacement of burned-out light bulbs, replacement of air filters, etc... Any additional services needed to clean / sanitize / deodorize the Premises further shall be taken out of the security deposit.

Premises	Advance-Turnover Fee
Efficiency apartment	\$175
1-bedroom apartment	\$215
2-bedroom apartment	\$265
3-bedroom apartment	\$315
House	\$700

The purpose of the advance turnover fee is to free Tenant from the burden of having to clean Premises

upon departure and to give Landlord the resources to professionally clean Premises to a uniform standard for incoming residents.

Landlord and Tenant recognize that the word "clean" is a concept often disputed at the end of a lease for the simple reason that everybody has their own definition of what constitutes a state of cleanliness. Simply put, what some folks view as clean, other folks view as filth. In order to avoid potential dispute between Landlord and Tenant regarding this matter and to facilitate a quick, worry-free departure, a departure whereby Tenant does not have to lift a finger to clean Premises (other than removing all debris / rubbish / trash from Premises and placing it the dumpster), Tenant agrees to pay to Landlord the applicable advance turnover fee as specified in the above table.

Tenant acknowledges that apartment turnovers around the campus of the University of Kentucky frequently leave Landlord with extremely limited time to clean Premises. In light of such time restrictions, cleaning services will not be furnished to an exhaustive extent—in other words, a "fine-tooth comb" will not be used with respect to wiping down baseboards, cleaning windows, etc...

By initialing below, you acknowledge and agree to the terms in Section 7.

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8. Administrative & Advance Painting Fee

8.1 .

As detailed in Section 6, Tenant shall be responsible for an administrative & advance painting fee, which is simply a component of the good faith deposit--it is **NOT** an extra fee over & above the good faith deposit amount of Good Faith Deposit. The administrative & advance painting fee represents a non-refundable charge for document processing and painting the Premises prior to Tenant taking occupancy. Tenant acknowledges and agrees that the administrative & advance painting fee is *not* a security deposit.

Tenant acknowledges that the Uniform Residential Landlord and Tenant Act ("Act") (Fayette County Ordinance #98-84 / KRS 383), in its definition of *security deposit*, makes mention of "damage" and "ordinary wear and tear" but does not explicitly define either concept. Landlord and Tenant further acknowledge that the Act fails to even offer examples of what findings constitute "damage" and "ordinary wear and tear." In light of such ambiguity / lack of clarity, Landlord and Tenant desire to avoid potential dispute at the end of the lease term, specifically with respect to the Premises' interior paint, regarding what findings fall within the undefined concept of "ordinary wear and tear" and what findings cross the threshold beyond "ordinary wear and tear." Thus, Landlord and Tenant agree in advance that, specifically with respect to the Premises' interior paint, this Lease shall have an advance painting fee provision rather than painstakingly trying to determine room by room and wall by wall what conditions constitute "ordinary wear and tear" at the end of the lease.

Premises	Administrative & Advance-Painting Fee
Efficiency apartment	\$250
1-bedroom apartment	\$325
2-bedroom apartment	\$375
3-bedroom apartment	\$475
House	\$1,350

Tenant agrees to pay to Landlord the applicable administrative & advance painting fee as specified in the above table.

Tenant acknowledges that apartment turnovers around the campus of the University of Kentucky frequently leave Landlord with extremely limited time to paint Premises. In light of such time restrictions, painting services may not be furnished to an exhaustive extent—in other words, doors and/or trim may not be painted

By initialing below, you acknowledge and agree to the terms in Section 8.

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9. Security Deposit

9.1 .

As detailed in Section 6, Tenant shall be responsible for a security deposit, which is simply a component of the good-faith deposit--it

is **NOT** an extra fee over & above the good faith deposit amount of Good Faith Deposit.

Landlord shall hold security deposit as security for the protection of the Premises from any damages, to be deposited into an account at US Bank, 2020 Nicholasville Road, Lexington, KY 40503 in account <<Site Manager>>, and as security for Tenant's other obligations under this Lease.

Tenant shall not be entitled to any interest that may accrue on the security deposit. Landlord shall be entitled to co-mingle the security deposit with Landlord's other funds in said account above.

9.2 .

No portion of the security deposit may be applied as rent by Tenant for payment of any rent due to Landlord.

9.3 .

Tenant shall submit to Landlord a forwarding address and e-mail address associated with / linked to Tenant's PayPal account within seven (7) days after vacating the Premises.

9.4 .

If the Premises (excluding general maid-service type cleaning & professional carpet cleaning, which are exempt from this lease provision per Section 7 AND excluding interior paint, which is exempt from this lease provision per Section 8) are *not* left in the same or substantially the same condition as reflected in the move-in inspection form, then Tenant shall be responsible to Landlord for all charges set forth herein for administrative work and other damages to the Premises at the end of the Lease Term, which shall be due and payable by Tenant to Landlord at the end of the Term and payable out of the remainder of the security deposit.

If Tenant fails to perform as stated above, and Landlord is forced to repair premises and/or to restore the Premises to a rentable condition, then Landlord shall have the right to charge reasonable fees and amounts to repair and/or restore the Premises, and to retain Tenant's security deposit according to the fee schedules set forth herein.

Although Landlord may assess these charges against the security deposit, nothing in this section shall prohibit landlord from fixing or otherwise repairing damage caused by Tenant and invoicing Tenant for said amounts, plus reasonable charges for Landlord's time and expense, on a monthly basis.

Should Tenant be responsible for damage and or loss of value to the premises greater than the value of the security deposit, Tenant agrees to make payment to Landlord for such loss within fourteen (14) days after presentation of a bill or said damage and/or loss.

Fee schedule - not limited to:

- Removal of personal property
 - \$75 per large item (furniture)
 - \$35 per bag for smaller items (kitchenware, clothes, boxes, etc...)
- Removal of trash / rubbish / litter from floors: \$75+
- Drywall repair: \$100+
- Wall repair & painting secondary to sticker(s) / decal(s): \$100+
- Odor remediation--smoking: \$400+
- Odor remediation--animal: \$400+
- Flooring damages will be totaled on a case by case basis
 - Carpet stains starting at \$75 per room
 - Quarter round damage/replacement starting at \$15 per piece
- Mini Blinds (depending on size): starting at \$20 each
- Vertical Blinds: starting at \$75 each

9.5 .

The security deposit, less any charges if applicable as set forth above and herein, less rent or other late fees or other charges due and owing, and less any unpaid utilities, is to be refunded within thirty to forty-five (30-45) days after Termination Date of Lease, provided no damage occurs, the Premises have been left in good condition, appearance and repair, and all of the terms of this Lease have been fulfilled. Landlord will issue security deposit refunds around the last calendar day of the month following the last month of the lease agreement. *(For example, if lease agreement ends on the 22nd of July, then security deposit refund shall be issued around August 31st.)*

At Landlord's sole discretion, the security deposit refund may be issued to Tenant via electronic transfer of funds (PayPal, Zelle, or Venmo) in lieu of issuing the refund via manual check through standard U.S. mail delivery. Tenant agrees to the electronic disbursement method detailed in this paragraph.

If Tenant insists that refund of security deposit be made via manual check through standard U.S. mail delivery, then Tenant agrees to a \$20 processing deduction from security deposit.

9.6 .

If the Premises is rented to more than one person, Tenants agree to work out the details concerning division of any refund among themselves. Landlord may issue security deposit refund to any individual identified as "Tenant" on page 1 of this Lease, and in doing so, satisfies its legal obligation for return of the security deposit.

9.7 .

Any unpaid late fees, insufficient funds / return-check charges, or other fees or charges accumulated over the period of this or any prior Lease executed by Tenant, at Landlord's sole discretion, and without notice by Landlord and without Landlord waiving the right to collect such fees monthly or at the termination of the Lease, may be deducted by Landlord from the Security Deposit at the termination of the Lease instead being collected monthly from Tenant. Tenant authorizes the release of the Security Deposit to Landlord for satisfaction and payment of any and all expenses incurred by Landlord due to Tenant's non-compliance with the terms and conditions of this Lease, as well as any late fees not paid in advance by Tenant.

9.8 KEY RETURN

Immediately upon move out (defined as within 12 hours of departing Premises), Tenant shall return all apartment keys *and* all mailbox keys to Landlord.

There is a \$50 charge per apartment key that is not returned to Landlord within the 12-hour period specified above.

There is a \$50 charge per mailbox key that is not returned to Landlord within the 12-hour period specified above.

Tenant agrees that the above charges shall be assessed against / paid from the security deposit.

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9.9 DELAYED MOVE OUT

Tenant acknowledges that the nature of apartment turnovers relative to property in / around the campus of the University of Kentucky is extremely time sensitive in that incoming residents often have no choice but to move into Premises immediately at the start of their lease agreement.

In light of such urgency, it is crucial that Tenant completely vacates from Premises at the expiration of the lease term—10:00 a.m. on the Termination Date as specified in Section 2.1.

Tenant acknowledges that a delayed departure from Premises causes great hardship on Landlord and limits the time Landlord has to clean & prepare the Premises for the incoming resident.

If Tenant fails to completely depart from Premises by the expiration of the lease agreement, then Tenant agrees to the following fee schedule, which shall be assessed against / paid from the Security Deposit:

Late Departure Fee Schedule

Termination Date 10:01 am - 2:00 pm = \$50

Termination Date 2:01 pm - 6:00 pm = \$100

Termination Date after 6:00 pm = \$300

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By initialing below, you acknowledge and agree to the terms in Section 9.

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10. Utilities

10.1 .

Tenant shall be responsible for payment of the following utilities:

- Electric
 - Except for the following properties where Landlord pays
 - 165 Virginia Avenue #100 (capped based on average usage based off historical amounts, overages would be due from resident for high balances)
 - 135 Transcript Avenue #13 (capped based on average usage based off historical amounts, overages would be due from resident for high balances)
 - 178 Leader Avenue #22 (capped based on average usage based off historical amounts, overages would be due from resident for high balances)
 - 1348 Royalty Court #1 (capped based on average usage based off historical amounts, overages would be due from resident for high balances)
- Internet (if Tenant desires such service)
- Television (if Tenant desires such service)
- Water (*only applicable to the following properties*):
 - 127 Gazette Avenue
 - 171 Gazette Avenue
 - 135 Transcript Avenue (except for Apts. #1 & #13 where Landlord pays)
 - 145 Transcript Avenue
 - 330 Rose Street (except for Apts. #110, #111, & #112 where Landlord pays)
- Lex Serv sewer & WQMF (*only applicable to the following properties*):
 - 127 Gazette Avenue
 - 171 Gazette Avenue
 - 135 Transcript Avenue (except for Apts. #1 & #13, where Landlord pays)
 - 145 Transcript Avenue
 - 330 Rose Street (except for Apts. #110, #111, & #112 where Landlord pays)
- Gas (*only applicable to the following properties*):
 - 127 Gazette Avenue
 - 145 Virginia Avenue
 - 1340 Royalty Court
 - 1344 Royalty Court
 - 1348 Royalty Court
 - 1352 Royalty Court
 - 1356 Royalty Court

10.2 FLAT WATER/SEWER FEE

Except for the properties identified in Section 10.1 above where Tenant is responsible for establishing water / sewer service in Tenant's own name and thus paying the utility company directly for such services, Tenant shall be responsible for payment to Landlord a monthly water / sewer fee according to the table below:

Efficiency apartment	\$35 / month
1-bedroom apartment	\$35 / month
2-bedroom apartment	\$55 / month
3-bedroom apartment	\$65 / month

To reiterate, the flat monthly water / sewer fee shall NOT apply to Tenants of the following properties:

- 127 Gazette Avenue
- 171 Gazette Avenue
- 135 Transcript Avenue (except for Apts. #1 & #13)
- 145 Transcript Avenue
- 330 Rose Street (except for Apts. #110, #111, & #112)

Please note that the flat monthly water / sewer fee is NOT prorated and runs concurrent with monthly rent installments. In other words, regardless of move-in date, the first monthly fee payment shall not be prorated and, regardless of move-out date, the last monthly fee payment shall not be prorated.

All water / sewer fee payments shall be paid online via the Resident Portal on Landlord's web site, www.bluegrassrentalproperties.com on or before the first (1st) day of each calendar month during the Lease Term and without demand, delay or offset for any reason and without a grace period.

If water / sewer fee is not paid in full on or before the 1st day of each month, then Tenant is in default of this said lease. Time is of the essence for each and every monthly water / sewer payment.

Tenants, shall jointly and severally, immediately pay to Landlord a late fee of Twenty Dollars (\$20) for any monthly fee payment of water / sewer not paid to Landlord on or before the first (1st) day of each calendar month, and an ongoing \$5 per day late fee after the 5th day that water / sewer fee has not been paid to Landlord. It is Tenant's responsibility to ensure that Landlord receives said water / sewer fee.

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10.3 ESTABLISHMENT OF UTILITIES IN TENANT'S NAME--WHEN TO DO IT

All utilities that are the responsibility of Tenant shall be transferred into Tenant's name on or before Commencement Date. Please note that the Commencement Date represents the 1st day of the lease agreement--NOT when Tenant plans to move into the Premises / takes actual physical occupancy of the Premises. (For example, if Lease starts on August 5th and Tenant plans to move into Premises on August 12th, then Tenant shall establish utilities in his/her name on or before August 5th--actual move-in date is irrelevant with respect to establishment of utilities in Tenant's name.)

Failure to comply with this provision shall be a material breach of this Lease and entitle Landlord to immediately terminate this Lease, recover possession of premises, and to recover reimbursement for any utility expenses paid, the cost of which shall be borne by the Tenant.

In the event Landlord pays such utility(ies) for one or more months, such payment shall not be considered a waiver of Landlord's rights under this section.

If Tenant fails to transfer utility(ies) into Tenant's name within the time frame specified above, then there will be a \$50 penalty payable to Landlord in addition to reimbursing Landlord for utility expenses incurred from Commencement Date.

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10.4 MAINTENANCE OF UTILITIES IN TENANT'S NAME--HOW LONG

Tenant shall keep all applicable utility services in Tenant's name for the entire duration of the Lease Term (Commencement Date-->Termination Date)--regardless of Tenant's actual occupancy of Premises, regardless of Tenant's move-in date, and regardless of Tenant's move-out date.

In the event that Tenant fails to have utilities in Tenant's name by Commencement Date, Landlord shall have the right to charge actual incurred utility expenses to Tenant and a \$50 penalty for late transfer of utilities into Tenant's name.

In the event that Tenant discontinues utilities in Tenant's name prior to Termination Date, Landlord shall have the right to deduct actual incurred utility expenses from Tenant's security deposit and charge a \$50 penalty for early termination of utilities, which shall be retained from security deposit refund.

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10.5 NON-LIABILITY OF LANDLORD

Landlord shall not be liable for any claim of damages or charges of any kind whatsoever in the event of interruption of any utility (including without limitation, supply of water, heat, electric current, gas service, or refrigeration) caused by failure of power supply, nonpayment of resident, or any other cause. Any loss or reduction in services shall not terminate this lease or reduce the amount of rent due to Landlord, except as provided by law.

10.6 DOUBLE OCCUPANCY FEE FOR WATER/SEWER

In the event of a double occupancy (2 tenants occupying a 1-bedroom apartment, 3-4 tenants occupying a 2-bedroom apartment, or 4-6 tenants occupying a 3-bedroom apartment) within Premises where Landlord pays water and LexServ sewer & WQMF, Landlord shall add to tenant's monthly rent a \$25 fee per double-occupied bedroom to cover extra utility expense.

By initialing below, you acknowledge and agree to the terms in Section 10.

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11. Condition of Premises at Move In

11.1 MOVE-IN INSPECTION FORM

Tenant acknowledges that Landlord has made no representations, promises or warranties (actual or implied) with respect to the condition of the Premises. At the time of move-in, Tenant shall thoroughly inspect and note in writing any defects or damage to the Premises on the "Move in/Move out" inspection form; otherwise, the Premises shall be deemed to be in clean and good condition, and the taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises was delivered in good order and in a satisfactory, clean, and habitable condition. In the event there are flooring/carpet damages tenant is responsible to send in photos to be attached with move in inspection form to document said damages. Tenant agrees to surrender to Landlord the Premises at the Termination Date of this Lease or at the end of any extension thereof, in the same condition as of the Commencement Date, reasonable wear and tear excepted. Reasonable wear means wear which occurs without negligence, carelessness, accident or abuse. Tenant shall make no alterations or modifications to the Premises contents without the prior written permission of Landlord.

Tenant and Landlord agree that the Premises are free from damages or defects of any kind, except as set forth in writing by Landlord and Tenant in the "Move in/Move out" inspection form, which shall be (a) completed by Tenant and submitted to Landlord within seven (7) days of move in and (b) incorporated herein as a part of this Lease. The failure to describe any such damage on said "Move in/Move out" inspection form shall constitute evidence that Tenant takes the property in good and satisfactory condition.

11.2 OUR CLEAN MIGHT NOT = YOUR CLEAN

As noted in Section 7, everybody has their own definition of what "clean" means. Landlord will make every effort to have the apartment cleaned to a basic uniform standard, which might not be consistent with Tenant's cleanliness standard.

Tenant acknowledges and agrees that given (a) the extremely high volume of apartments turning over on/around UK campus, (b) the very short window of time Landlord has to prepare apartments for arriving residents, and (c) the scarcity of qualified housekeeping / maid service personnel available during the high-demand period, Landlord's cleaning services will not be furnished to an exhaustive extent. A fine-tooth comb will not be used--baseboards might not get wiped down, windows will not be cleaned, appliances might not be pulled away from walls to clean behind them, etc...

Landlord strives to have happy residents upon their move in, but cannot promise an apartment cleaned to the standard of a 5-star Marriott hotel. In light of the circumstances detailed in the preceding paragraph, Tenant acknowledges that there is a chance Landlord's cleaning contractors might drop the ball and not have an apartment cleaned to its basic uniform standard. Cleaning contractors, of course, are human beings who are not perfect and can make mistakes amid the chaos of apartment turnovers.

Ted Williams is arguably the greatest baseball hitter to ever walk the planet earth and his best full-season batting average was a little over four hundred (0.406). Hitting a baseball is no easy task--the same goes for turning over numerous apartments around UK. Tenant acknowledges that Landlord will not likely bat a thousand across the board for all turnover apartments. If Landlord does drop the ball with respect

to having apartment cleaned to its basic uniform standard, then Landlord shall have cleaning contractors return for follow up work until standards are met.

The whole point of this entire section is not to give Landlord an "out" or "pass" when it comes to cleaning the apartment, but rather to give Tenant some perspective and set reasonable expectations.

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11.3 DEPARTURE / ARRIVAL SCHEDULES MIGHT LIMIT EXTENT TO WHICH APARTMENT CAN BE CLEANED

Tenant acknowledges that the nature of apartment turnovers relative to property on / around the campus of the University of Kentucky is such that timing is frequently very tight / limited with outgoing residents often not able to depart until the last minute of their lease terms and incoming residents often needing to move in immediately at the start of their lease agreements. If Tenant's time frame for moving into the Premises is such that possession of Premises is taken immediately at the Commencement Date of this lease and Landlord has not had time to sufficiently clean the Premises due to outgoing resident not departing the Premises until the last minute, then such an occurrence shall not exempt Tenant from the obligation of paying the advance turnover fee per Section 7 of this lease, nor shall such an occurrence entitle Tenant to a refund of the advance turnover fee.

By initialing below, you acknowledge and agree to the terms in Section 11.

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12. Maintenance & Repairs

12.1 .

Tenant agrees to maintain the Premises in reasonably good condition and to *immediately* notify Landlord should any minor or other repairs be needed.

Tenant shall be responsible for monitoring the working order of all smoke detectors and fire alarm systems in the Premises; and shall promptly advise Landlord in writing of any part if said system becomes inoperable.

Major repairs necessary to the Premises shall be reported promptly by Tenant to Landlord in writing and shall be performed by Landlord within a reasonable time. Tenant shall notify Landlord immediately of any emergency repairs necessary to the Premises.

If in Landlord's judgment there is substantial damage to the Premises, Landlord may terminate this lease by giving written notice to Tenant and the Rent shall be prorated and the balance refunded to Tenant, less lawful deductions. Tenant shall pay Landlord for any property damage and/or cost of repairs to the Premises or appliances therein caused by the negligence or improper use by Tenant, Tenant's guests or other occupants.

Without limitation, the disposal of women's feminine hygiene products, coffee grounds, rice, cooking grease, or any other object that does not constitute normal material in the waste/sewer system at the Premises shall be negligent/improper use of the Premises.

Tenant shall maintain Premises' good appearance, insure safety on the Premises, and inform the Landlord if any safety problems arise that Tenant cannot quickly and reasonably remedy.

12.2 EXCESSIVE WATER USAGE

Tenant shall immediately report any toilet malfunction (running toilet, leaking toilet, noisy toilet, weak-flushing toilet, non-flushing toilet, etc...) to Landlord by entering a work order via the resident portal. After Landlord notification, Tenant shall "kill water" to the toilet via the shut-off valve at the base of the toilet's water tank. If Tenant fails to notify Landlord and fails to "kill water" to the toilet, then Tenant shall be responsible for reimbursing Landlord for any excessive water and sewer expenses.

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By initialing below, you acknowledge and agree to the terms in Section 12.

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13. Use and Occupancy of Premises

13.1 .

The Premises shall be occupied and used solely as a private dwelling by Tenant, and for no other purpose. Tenant agrees to abide by all governmental laws, orders, and regulations and to avoid disruptive behavior or conduct. Tenant shall not permit any nuisance to be created on the Premises. Boats, trailers, and recreational vehicles are prohibited on the Premises. Tenant shall not post any advertisements or posters of any kind on the exterior of the Premises.

Tenant shall avoid unnecessary noise or the use of any musical instrument, radios, televisions and amplifiers that may disturb residents of other properties surrounding the Premises.

No inoperable, unlicensed or abandoned motor vehicle of any type shall be parked or stored upon the Premises, and the Premises shall not be used for the repair, overhaul, painting or work of a similar nature of any motor vehicle.

The Premises shall not be used for any unlawful, immoral or improper purpose. No activity shall be done or maintained in or on the Premises which will increase the rate of insurance for the Premises, or which shall result in the cancellation of insurance thereon.

Tenant shall obey and abide by all Landlord's Rules and Regulations, now or hereafter in effect (except as limited by applicable law) and all by-laws, ordinances and zoning and other governmental rules and regulations affecting the Premises.

The Premises shall only be occupied by Tenant.

13.2 .

Each Tenant must complete a Rental Application and be approved by Landlord. There shall be no other person(s) residing in the Premises without the PRIOR written consent of the Landlord. It shall be presumed that any guests who occupy the Premises for more than seven (7) total days shall be considered as illegal resident(s) and this Lease will be declared in default. Tenant will be responsible for any and all fees associated with processing the application for approval and review by Landlord.

13.3 .

Tenant agrees not to permit roomers or lodgers to reside in the Premises. Guests are permitted, but Landlord reserves the right to request proof of domicile if it is suspected that a guest is an unauthorized resident of the Premises. Such suspicion may arise whenever an adult person is making recurring visits or one continuous visit for seven (7) days and/or nights within a 31-day period. Should the Tenant not provide the requested information needed to confirm other domicile for the guest, or should the facts be sufficient to evidence domicile in the unit, the Landlord may consider such person to be an unauthorized resident of the Premises, and may proceed to either (a) terminate the tenancy and recover possession of the Premises, with the Tenant to be responsible and liable for all resultant damage(s) caused by the Tenant's breach of Lease or (b) increase monthly rent for the Premises by one hundred fifty dollars (\$150.00) for each occupant of the Premises other than Tenants who executed this lease agreement residing at the Premises for any period in excess of seven (7) days or for lesser periods aggregating to fifteen (15) days during any calendar month of the lease term.

13.4 .

Landlord shall not be liable for any personal conflict of Tenant with co-tenant(s), Tenant's guest or invitees. Therefore, a conflict between Tenants does not constitute grounds for termination of the Lease.

By initialing below, you acknowledge and agree to the terms in Section 13.

X _____
Initial Here

14. Assignment & Sub-letting

14.1 .

Tenant shall not assign this Lease, or otherwise sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord’s sole and exclusive option, terminate this Lease.

By initialing below, you acknowledge and agree to the terms in Section 14.

X _____
Initial Here

15. Required Standard of Conduct on Premises

15.1 .

Tenant acknowledges that Tenant is entering into a lease for a property that marketed on the basis of its studios environment. Tenant agrees to respect that image and adhere to such a standard at all times. Tenant shall conduct himself or herself and require other persons on the premises, including family, friends, invitees to conduct themselves in a manner that will not disturb the peaceful enjoyment of the Premises by his or her neighbors. Tenant agrees 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, boisterous, dangerous, offensive, illegal, or otherwise improper. Tenant shall also maintain the Premises in a clean and sanitary condition at all times. Tenant shall not make or permit any offensive odors or otherwise disturb other residents.

Tenant acknowledges that Premises are subject to the Public Nuisances article within the Housing chapter of the Lexington Fayette Urban County Government (LFUCG) Code of Ordinances—specifically Article II of the Chapter 12. If the actions of Tenant (or any of Tenant’s family members, guests, visitors, etc...) result in the designation of the Premises as a public nuisance, then Tenant acknowledges that Landlord could be assessed a civil penalty of not less than \$500. If the aforementioned occurs, then Landlord has the right to terminate this Lease without further obligation, cause, or warranty and demand reimbursement from Tenant for all penalties, fines, attorney fees, court fees, etc... related to such occurrence.

By initialing below, you acknowledge and agree to the terms in Section 15.

X _____
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16. Rules, Regulations, and Policies

16.1 .

Tenant and Tenant’s family members, guests, employees and agents are subject to the Rules and Regulations included in this Lease, and such other and further reasonable rules and regulations as Landlord may adopt from time to time. Tenant is responsible in all aspects for the actions of any of the above people. The Rules and Regulations are hereby made a part of this Lease and incorporated into it as terms hereof and any violation of these Rules and Regulations by Tenant and/or Tenant’s family members, guests, employees, and agents shall constitute a substantial and material violation of this Lease by Tenant thereby affording Landlord the remedies at Landlord’s option set herein above. The following rules, regulations and policies are in place for the Premises

16.2 .

Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Premises do NOT have a food disposal—thus, Tenant shall discard food products (rice, noodles, cooking grease, coffee grounds, etc...) in the trash and shall NOT allow food products in the drain. Tenant shall use mesh strainers in kitchen sink to prevent food products from entering drain. Tenant shall use mesh strainers in bathroom sink(s), and bathtub(s) to prevent excessive hair build up in drain pipes. Tenant shall notify Landlord immediately about any drain pipe that is draining slowly or clogged. Tenant's failure to use mesh strainers and/or notify Landlord about a drain pipe not functioning properly shall constitute negligence / improper use of Premises. Tenant shall pay Landlord for any property damage and/or cost of repairs to the Premises or appliances therein caused by the negligence or improper use by Tenant, Tenant's guests or other occupants relative to plumbing. The cost of clearing stopped plumbing resulting from misuse (example: discarding food products down drains, not using mesh strainers) shall be borne by Tenant. Tenant shall NOT use any drain cleaners such as Drano to unclog a drain/pipe. Any damages from said products would result in tenant being responsible for any damages.

16.3 .

Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements

16.4 .

Reimburse Landlord for any damages that are a result of Tenant's negligence, carelessness, fault, intentional act, or misconduct

16.5 .

Keep inside of the Premises at a temperature sufficiently high enough to prevent freezing of water in the pipes and fixtures inside the leased Premises

16.6 .

Not create or maintain or allow others to create or maintain any nuisances including be not limited to loud noises, sound effects, offensive odors, smoke or dust on or about the leased Premises, and that Tenant will commit no waste.

16.7 .

Not leave windows or doors in an open position during any inclement weather. Windows/doors may not have screens. If tenant wishes to have screens, then Tenant shall be responsible for acquiring and maintaining screens.

16.8 .

Promptly file a police report if the Premises is damaged in any way by an unknown person. Failure to file a police report and provide a copy to Landlord in a timely manner will result in the Tenant being charged for the damage to Premises

16.9 .

Be completely responsible for payment of all necessary treatments to eradicate bed bugs if found at the Premises and if their presence, as solely determined by a pest-control professional, was likely due to the action(s), intentional or unintentional, of the Tenant or any person associated with Tenant (family member, friend, etc...)

16.10 .

Be solely responsible for payment of all non-termite pest control services outside of the Premises' normal monthly pest-control sprayings if, as solely determined by a pest-control professional, that the probable cause for the presence of pests is Tenant's excessive dirtiness. Landlord shall have no obligation whatsoever to pay for non-termite pest control services at the Premises other than the regular pest-control sprayings

16.11 .

Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair. Window /door screens may not be provided. Tenant shall be responsible for providing and maintaining window / door screens if such screens are desired.

16.12 .

Not obstruct or cover the windows or doors

16.13 .

No personal belongings of any type are to be left on the lawns, walks, parking areas, stairs, landings, patios, public halls, or in any common area(s). Tenant will be responsible for keeping his/her own breezeways, patios, and stairways clean and free of debris. Tenant shall not obstruct the driveways, sidewalks, courts, entryways, stairs and/or halls, which shall be used for the purposes of ingress and egress only

16.14 .

Loud and boisterous noise or any objectionable, abusive or threatening behavior by any resident or guest towards the management or other residents or guests is not permitted. Tenant shall keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other residents

16.15 .

Use of foil and other similar unsightly materials, including but not limited to neon or flashing lights, signs, advertising etc. over or in windows is strictly prohibited. Windows and doors shall not be obstructed. In residential properties where Landlord provides blinds on the windows, such blinds shall not be removed, damaged, or destroyed. If Tenant installs draperies over the blinds, any damage will be repaired or removed by Tenant or at Tenant's expense. Damage to property, including but not limited to, paint, plaster, cabinets, carpets, floors, furniture or damage to any part of the Premises caused by leaving windows or doors open during inclement weather will be the responsibility of Tenant

16.16 .

Locks or electronic security systems may NOT be added or changed without prior written permission from Landlord. Locks and the appropriate keys and /or chains added must be left in place upon vacating the Premises. All keys must be returned to Landlord upon termination of tenancy or Landlord may impose a reasonable charge.

16.17 .

Tenant must keep designated utilities turned on for the duration of the Lease term in order to maintain appliances in operating order and to provide a minimum temperature of 60 degrees in cold months. From the date utilities are turned off by cancellation or otherwise, it is presumed that the Tenant has abandoned the Premises and the Landlord may enter the Premises and take possession. Any damages from the utilities being turned off until Landlord gains possession shall be Tenant's responsibility. If disconnected utilities are turned over to the account of the Landlord, the Landlord has the right to bill an equal share of such charges, plus reasonable management overhead to Tenant.

16.18 .

If Tenant is convicted of a criminal offense including, but not limited to, injury or attempted injury to person or damage to property, the Tenant is subject to the termination of tenancy.

16.19 .

No contact paper, adhesive fasteners, or any other object whatsoever shall be attached to the roof or exterior of the building, or in any position in which such item could be seen from the outside.

16.20 .

Automobiles, motorcycles, including motorbikes or minibikes, bicycles shall not be parked on the patios, sidewalks, or grass.

16.21 .

Tenant must compensate Landlord for any damages to the grounds, trees or shrubs in the complex caused by Tenant or Tenant's guests. Any act of destruction or vandalism shall be reported to Landlord immediately. Tenant shall be responsible for the cost of damage(s) done to the Premises due to vandalism or any other crime.

16.22 .

No alterations, additions, fixtures, fences, etc. are to be placed or constructed in or about the Premises without prior written consent of Landlord.

16.23 .

Tenant agrees that Landlord reserves the right at any time to make reasonable changes to the Rules and Regulations as Landlord shall in

its judgment determine to be necessary for the safety, care and cleanliness of the Premises and for the preservation of good order, comfort and benefit of the Tenants in general and for the efficient operation of the property, provided the Landlord notifies Tenant in writing within fifteen (15) days.

16.24 .

No campers, boats, recreational vehicles, or similar vehicles, regardless of the owner, are to be stored in the parking areas. Inoperable vehicles or vehicles which are unlicensed or not currently licensed, or which are left on the Premises for a period of seven (7) days unremoved, are not permitted. Any motor vehicle of Tenant or their guests or visitors parked in violation of terms hereof, or any other unauthorized motor vehicle, boat or trailer parked on the Premises, will be removed at the expense of the owner of the vehicle pursuant to KRS 182.725.

16.25 .

No vehicle maintenance of any type, including washing, is permitted within the complex or on the property. All vehicles must be fully licensed and operable

16.26 .

Dumpsters are provided by Landlord. All trash, garbage, and refuse of any type must be placed in appropriate bags, sealed and immediately placed in dumpsters—trash bags are not to be left outside the door or in any common area.

16.27 .

Solicitation or distribution of printed materials, except by management, shall not be permitted on the premises, either by Tenant or outside solicitors. Landlord is to be immediately contacted upon such instance.

16.28 .

Tenant is required to maintain the leased premises in a clean, safe and sanitary condition at all times, including disposing of all garbage and other waste promptly by placing it in plastic trash bags in the dumpster provided. Resident is required to undertake such cleaning and efforts as is necessary to maintain the kitchen and bathrooms in an absolutely clean and sanitary manner such that mold is not allowed to form or reproduce.

16.29 .

Tenant shall immediately notify Landlord in writing of the observation of any electrical problems, heating and air conditioning malfunction, crack in plaster or stucco, moisture in the ceiling, buckling sheet rock or siding, leaky roof, spongy floor, leaking water heater, termite activity, water leakage or flooding, any unusual coloration or discoloration or deterioration of the walls, ceilings, floors, or other areas, any evidence of water intrusion, through leaking faucets, or other wise, any mold or mildew that is seen on tiles or other surfaces in the bathrooms, any odor or other evidence of an unusual nature that may indicate the presence of mold, and any other conditions that may pose a hazard to property, health or safety.

16.30 .

Tenant shall not hang any laundry, clothing, sheets, etc from any window, rail, porch or balcony nor air or dry any of same within any yard area or space.

16.31 .

The use of fuel-burning appliances using flammable liquids for cooking or for any other purpose is prohibited without express prior written consent of Landlord.

16.32 .

Tenant agrees not to keep any liquid-filled furniture in this dwelling without first obtaining Landlord's written permission.

16.33 .

Should Tenant lock himself / herself out of the Premises and be unable to gain access through their own resources, they must call upon a professional locksmith to let them in. Tenant shall be responsible for payment for the charges and/or damage involved.

By initialing below, you acknowledge and agree to the terms in Section 16.

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17. Animals

17.1 .

No animals shall be allowed, **even temporarily**, anywhere on the Premises without the express prior written permission of Landlord and without payment in advance of a non-refundable animal fee in the amount of \$250 per animal for a 1-bedroom apartment, \$350 per animal for a 2-bedroom apartment, and \$450 per animal for a 3-bedroom apartment. Feeding or harboring stray animals constitutes having an animal and is prohibited. If an animal is or has been kept by Tenant without Landlord's permission on the Premises, at any time during the Lease, then Tenant shall owe Landlord the applicable animal fee as detailed in the schedule above. If Tenant fails to pay animal fee, then Landlord shall have the right to deduct animal fee from Tenant's security deposit. Payment of the non-refundable animal fee does not relieve the Tenant from responsibility for any damages done to the Premises by animals. In the event a problem arises with fleas and pest control services are needed, then Tenant shall bear complete responsibility for payment of such services in full. Smaller animals other than cats/dogs will have animal fees that vary based on type/size. No fish tanks on any floor except 1st floor levels. Pet/breed restrictions shall apply.

17.2 REMEDIATION OF ANIMAL ODOR

If a foul animal odor lingers when Premises are vacated, then Tenant shall be responsible for all remediation expenses to repair, clean, or replace any damage to the Premises caused by Tenant's residual animal odor.

Tenant acknowledges that in order to remove odor caused by animal urine, Landlord may need to replace carpet/flooring on Premises regardless of when these items were last cleaned or replaced. Consequently, Tenant acknowledges that damages from animal urine will result in forfeiture of all or part of Tenant's security deposit and expense will be Tenant's responsibility.

By initialing below, you acknowledge and agree to the terms in Section 17.

X _____
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18. Portable Space Heaters

18.1 .

Tenant acknowledges that use of a portable space heater is a serious fire hazard and agrees not to use any such device. Use of any portable space heater for any amount of time for any reason whatsoever is strictly prohibited on the Premises. If Premises' heating system malfunctions, it is the Tenant's responsibility to immediately notify Landlord of the situation so that the problem can be addressed.

By initialing below, you acknowledge and agree to the terms in Section 18.

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19. Insurance

19.1 .

Tenant shall be responsible for any insurance covering their personal property and shall provide a copy of any insurance policies to Landlord upon request. Tenant understands that Tenant is not insured under Landlord's insurance coverage and agrees that Landlord is not responsible for fire, theft, or damage to Tenant's personal effects, including vehicles on the premises. Landlord strongly recommends Tenant secure renter's insurance with carrier of Tenant's choice. Tenant has examined the premises to the extent necessary to ascertain its condition. The premises is leased in the condition found and Landlord 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 premises, it being understood that Tenant, and all others, take the premises as they found them.

Landlord shall not be liable for any personal injury to Tenant or damage or loss to Tenant's property, including but not limited to any injury, loss or damage caused by burglary, assault, vandalism, theft, or any other crimes. All personal property placed or kept in the Premises, or in any storage room or space, or anywhere on the adjacent property of the Landlord shall be at Tenant's sole risk and Landlord shall not be liable for any damages to, or loss of, such property. Tenant is required to purchase renter's insurance at his or her own expense to cover such potential losses.

By initialing below, you acknowledge and agree to the terms in Section 19.

X _____
Initial Here

20. Liability & Indemnity

20.1 .

Tenant hereby jointly and severally agrees to indemnify, compensate and forever hold Landlord harmless from any and all claims, damages or liability whatsoever, including without limitation litigation costs and attorneys' fees, resulting from or arising out of injury to or death of any guest, agent, employee, licensee or invitee of Tenant in or about the Premises, or damage or destruction of any property owned by Tenant or any guest, agent, employee, licensee or invitee of Tenant, unless such injury, death or damage solely and directly results from the intentional or grossly negligent acts of Landlord. Should Landlord become liable to Tenant as a result of any breach by Landlord of the terms of this Lease or as a result of any act or omission by Landlord or any person or entity acting on behalf of Landlord, Tenant shall look solely to the ownership interest of Landlord in the Premises for the recovery of any damages incurred by Tenant.

In no event shall Landlord be liable for damages or injury to persons or property caused by wind, rain, fire, or other acts of nature or God, and Tenant hereby expressly waives all claims for such injury, loss, or damage.

By initialing below, you acknowledge and agree to the terms in Section 20.

X _____
Initial Here

21. Casualty

21.1 .

If the Premises are damaged or destroyed by fire or other casualty to an extent that the use of the Premises is substantially impaired, Tenant may immediately vacate the Premises and may terminate the lease upon written notice to the Landlord given within fourteen (14) days of Tenant's vacation of the Premises. In the event the Premises are damaged by fire or other casualty or in the event the building of which the leased Premises are a part is damaged by fire or other casualty (whether or not the leased Premises are damaged) and Landlord elects to not restore, repair, and rebuild, Landlord may terminate this lease by giving written notice to Tenant, whereupon Tenant shall promptly vacate the Premises. Rent shall be paid through the date the Tenant vacates.

By initialing below, you acknowledge and agree to the terms in Section 21.

X _____
Initial Here

22. Inspection & Entry by Landlord

22.1 .

Tenant acknowledges that Landlord shall have an absolute right to inspect the Premises for cleanliness or otherwise, to do all necessary or agreed repair, decorations, alterations or improvements, to supply necessary or agreed services, or to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, without liability, at any time after having given Tenant a two (2) day notice, verbal or written, of the intention to do so, without notice in the event of emergency, reasonable suspicion of illegal activity within the Premises, or if notice is not practical otherwise. Tenant acknowledges Landlord faces logistical challenges in managing property and serving the needs of Tenants given the fact Landlord does not maintain an office in Lexington—in light of such and notwithstanding the foregoing in this paragraph, Tenant agrees to allow Landlord to access Premises, without notice, immediately (defined as 50 square feet) beyond the front door of Premises for the purpose of delivering items to Tenant such as parking permits, boxed goods delivered by retailer (example: postal deliveries too large for mail box, shipments from Amazon, etc....)

22.2 SHOWING OF PROPERTY

Once Tenant notifies Landlord of intent to not renew lease agreement, Tenant agrees to either (a) show Premises to prospective renters on his/her own for Landlord or (b) allow Landlord's property manager to show Premises to prospective renters.

If Tenant elects to show the Premises to prospective renters on his/her own, then (1) Tenant gives Landlord authorization to share Tenant's contact information (e-mail and/or phone number) to prospective renters for the purpose of arranging a time to show Premises, (2) Tenant shall have the right to designate when showings occur so long as the window of time designated by Tenant is reasonable at Landlord's sole discretion, and (3) Landlord shall have the right to be present for any & all showings that Tenant conducts.

If Tenant desires that Landlord's property manager show Premises to prospective renters, then Landlord shall have the right to designate when showings occur.

If Tenant elects to show Premises himself / herself and Landlord deems it is in the best interest of Landlord, rather than Tenant, to conduct the showings, then Landlord shall have the right to show Premises.

Tenant is responsible for making sure Premises is in good showing condition.

By initialing below, you acknowledge and agree to the terms in Section 22.

X _____
Initial Here

23. Abandonment & Absence

23.1 .

Tenant must notify Landlord of any anticipated absence from the Premises that shall be in excess of fourteen (14) days. It is agreed that if the Leased Premises shall be abandoned or become vacant during the term of this lease, Owner/Landlord shall have the right, at its option, to take possession of the Leased Premises, and let or re-let the same, and apply the proceeds received from such letting toward the payment of the rent due under this lease; and such re-entry and re-letting shall not discharge Tenant from liability for rent, nor from any other obligations of Tenant under the terms hereof. Tenant shall be deemed to have abandoned the Leased Premises if Tenant is absent from the Leased Premises for five (5) days or more without payment. The Tenant's nonpayment of rent for five (5) days past the rental due date, together with other reasonable factual circumstances indicating the Tenant has permanently vacated the premises, including, but not limited to, the removal by the Tenant of substantially all of the Tenant's possessions and personal effects from the premises, or the Tenant's voluntary termination of utility service to the premises, or leaving door to Premises unlocked and keys inside shall also be prima facie evidence of abandonment.

At the option of the Owner/Landlord and upon the default of the Tenant, the rent for the entire term shall at once become due and payable, and Owner/Landlord may proceed to the collection of rent for the entire term as if by the terms of this lease the rent for the entire term should be made payable in advance.

If Tenant shall at any time be in default hereunder, and if Owner/Landlord shall deem it necessary to engage attorneys to enforce Owner's/Landlord's right hereunder, Tenant shall reimburse Owner/Landlord for the reasonable expenses incurred thereby, including but not limited to court costs, collection costs, and reasonable attorney fees.

By initialing below, you acknowledge and agree to the terms in Section 23.

X _____
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24. Application

24.1 .

The application of the Tenant is an important part of this lease and is part of consideration incorporated herein by reference. Any misrepresentations, misleading or false statements made by the Tenant which are later discovered by the Landlord, automatically grants the Landlord the right to terminate this lease at Landlord's option.

By initialing below, you acknowledge and agree to the terms in Section 24.

X _____
Initial Here

25. Default by Landlord

25.1 .

Upon the breach by Landlord of the terms and conditions of this Lease, Tenant may terminate this Lease, provided that (i) all Rent and other charges due and payable to Landlord have been paid by Tenant to Landlord; and (ii) Tenant shall make written request for performance or cure of any such obligation or default and allow Landlord a period of fourteen (14) days after receipt of such notice to commence to cure the breach. If performance or cure of the default has not been commenced or completed after such reasonable notice period, providing the nature of the default and the availability of materials, labor and utilities or other resources permit Landlord to commence cure of the default during such reasonable notice period, then Tenant may terminate this Lease by giving Landlord written notice of Tenant's election to do so, and Landlord shall thereupon refund Tenant's Security Deposit, less proper charges, together with any unearned portion of any Rent prepaid by Tenant.

If owner is unable to deliver possession of the premises at the commencement of hereof, Landlord shall not be liable for any damage caused thereby, nor shall this Lease be void. Tenant shall not be liable for any rent until possession is delivered.

No failure of Landlord to enforce any term hereof shall be deemed a waiver, nor shall acceptance of partial payment be deemed a waiver of Landlord's right to the full amount thereof. This Lease superseded any other lease on the premises during the term stated herein.

By initialing below, you acknowledge and agree to the terms in Section 25.

X _____
Initial Here

26. Default by Tenant

26.1 .

If Tenant shall default in the prompt payment of Rent or any other sums due, abandon the Premises, or otherwise violate any of the terms of this Lease, Landlord may pursue any and all rights or remedies to which it may be entitled as a matter of law or in equity, including without limitation (i) the right to specific performance of Tenant's obligations under this Lease, and (ii) the greater of the amount equivalent to (A) the accelerated amount of all Rent for the unexpired portion of the Lease Term, or (B) two times the amount of the monthly Rent provided for in paragraph 3 hereof as liquidated damages to compensate Landlord for its costs incurred in repainting and preparing the Premises for reletting and costs and time incurred in reletting the Premises (in this regard the Tenant and Landlord agree that it would be difficult at this time to precisely establish the damages sustained by Landlord by reason of Tenant's default and that such amount is a fair and reasonable

amount of the damages Landlord will have sustained by reason of Tenant's default hereunder). All rights and remedies of Landlord under this Lease and otherwise shall be cumulative and non-exclusive.

By initialing below, you acknowledge and agree to the terms in Section 26.

X _____
Initial Here

27. Lead Paint

27.1 .

Tenant acknowledges that Landlord has informed Tenant that the Premises may have been constructed prior to 1978 and that the Premises may contain lead based paint.

Tenant acknowledges that Landlord has disclosed to Tenant information on lead-based paint and lead-based paint hazards via a federally approved booklet on lead poisoning prevention found at Landlord's web site, www.bluegrassrentalproperties.com.

Tenant acknowledges that Landlord has directed Tenant to the Forms section of Landlord's web site, www.bluegrassrentalproperties.com, to review the federally approved booklet on lead poisoning and prevention and Tenant agrees to do so prior to signing this Agreement.

By initialing below, you acknowledge and agree to the terms in Section 27.

X _____
Initial Here

28. Release

28.1 .

Tenant hereby expressly authorizes, permits, allows, consents, directs and agrees that all his/her prior landlords may be contacted, be communicated with and discuss Tenant's leasing other real property from such landlords with the Landlord herein, and such contact, communication and/or discussion may include, without limitation, timeliness of Tenant's prior payment of rent, whether Tenant defaulted under such prior lease, the length and terms of such prior lease, whether a forcible detainer action was filed and if so the results of same, and the circumstances of termination of such prior lease.

By initialing below, you acknowledge and agree to the terms in Section 28.

X _____
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29. Parking

29.1 .

Parking is assigned at <<Company Name>>

All vehicles must be currently registered, licensed and be in good, operable condition or the vehicle will be towed at the owner's expense, without liability to Management. All towing is handled through Bluegrass Towing except for 535 South Upper Street

29.2 .

In order to obtain a parking permit tag, Tenant shall provide to Landlord a copy of his/her driver's license AND provide proof (current certificate of registration) that the vehicle to be parked is actually owned by Tenant or an immediate family member of Tenant—**such proof**

shall be furnished to Landlord no later than August 5th. The number of parking spots available shall be equivalent to the lesser of the following: (a) number of Tenants or (b) number of bedrooms in Premises. If the requirements cited herein are not furnished to Landlord before the deadline specified, then Tenant shall not be guaranteed a parking spot on the Premises for the entire lease term. Furthermore, if Tenant's ownership, licensure, registration, and operability are not maintained throughout the Tenant's residency, then Landlord shall have the right to revoke the parking permit tag assigned.

29.3 .

The parking permit tag must be hung from Tenant's vehicle's rearview mirror or otherwise prominently displayed. Tenant acknowledges that failure to do so may result in Tenant's vehicle being towed at Tenant's expense. If a Tenant's friend or visitor parks his/her vehicle in Tenant's assigned parking space and does not have a valid parking permit tag for that specific assigned parking space displayed in a prominent position, then such vehicle will be at risk for being towed and Landlord shall absolutely not be liable for any expenses related to such action.

29.4 .

Tenant acknowledges that all unauthorized vehicles may be towed at the automobile owner's expense and that Landlord holds absolutely no liability for cost, storage, damages, or any other dispute. UNAUTHORIZED vehicles shall be as follows:\

- Invalid or no parking permit in vehicle that occupies the assigned parking space of Tenant (even if vehicle is operated by a visitor or friend of Tenant)
- Parking permit displayed in incorrect position on vehicle.
- A motorcycle, bicycle, or similar form of transportation parked in a space.
- Campers, boats, trailers, recreational vehicles, or similar vehicles on property.
- Vehicles parked in a fire lane, traffic lane, entrance/exit, or other No Parking area.
- Vehicles parked in a handicap space without proper tag/identification.
- Vehicles double parked.
- Vehicles parked on a painted or unpainted curb
- Vehicles blocking a dumpster
- Vehicles parked on the landscape, lawn, or sidewalk.
- Inoperable vehicles or vehicles with broken windows, flat or no tire(s), or vehicles with expired tags.

29.5 .

Tenant shall park in a manner that allows other cars easy access in and out of the lot. Tenant agrees to keep assigned space clean of oil drippings. Only those motorcycles, which have exhaust muffling comparable to that of a passenger car are allowed. Tenant agrees to not repair vehicle on the Premises if such repairs will take longer than a single day.

29.6 .

If Tenant's parking permit is lost or stolen, Tenant must immediately report such occurrence to Landlord. All lost or stolen permits will be discontinued and become invalid. Tenant agrees to pay Landlord a \$50 fee for a replacement permit.

29.7 .

Tenant acknowledges that parking is a privilege and may be denied upon Tenant's failure to adequately and satisfactorily uphold all Lease terms including but not limited to being current on all rent payments.

By initialing below, you acknowledge and agree to the terms in Section 29.

X _____
Initial Here

30. Appliances

30.1 .

Tenant acknowledges receipt of appliances furnished by Landlord for use by the Tenant during the term of this lease, as follows:

- Refrigerator
- Range

- Microwave (only applicable to the following properties)
 - 127 Gazette Avenue
 - 535 South Upper Street #223
 - 145 Virginia Avenue
 - 165 Virginia Avenue
- Dishwasher (only applicable to the following properties)
 - 127 Gazette Avenue
 - 535 South Upper Street, #223
 - 145 Virginia Avenue #106 & #113
 - 330 Rose Street

By initialing below, you acknowledge and agree to the terms in Section 30.

X _____
Initial Here

31. Co-signer Requirement

31.1 .

At Landlord's discretion, Tenant may be required to have a co-signer

Co-signer shall be an income-earning adult family member (parent, grandparent, sibling, aunt / uncle, cousin, etc...) or friend who lives & works in Kentucky.

If Tenant does not have a co-signer, then Landlord will waive requirement if additional security deposit (equivalent to one month of rent) is paid over & above the good-faith deposit amount specified in Section 6 of this Lease. Additional security deposit shall be paid by Tenant via one payment or, with consent of Landlord via installment payments as specified by Landlord.

By initialing below, you acknowledge and agree to the terms in Section 31.

X _____
Initial Here

32. Smoking Policy

32.1 DEFINITIONS

"Smoking" means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe or any other device containing any tobacco product, or any other leaf, weed, plant or other products. Smoking shall include the combustion of any cigarette, cigar, pipe tobacco, roll-your-own tobacco, other product containing any amount of tobacco, or other like substance, including marijuana.

32.2 NO SMOKING ALLOWED

Tenant shall not smoke in his/her unit or anywhere in or on the property. Tenant shall not allow his/her family members, occupants, invitees or guests to smoke in the Tenant's unit or anywhere on the property. Smoking shall be prohibited throughout the entire building and grounds, including but not limited to, inside all tenants' units, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds and building facilities

32.3 COMPLIANCE

Tenant acknowledges that smoking increases the risk of fire; smoking is likely to damage the Tenant's apartment; and secondhand smoke is likely to drift from one apartment to another.

Tenant shall inform Tenant's guests of the no smoking rule. Tenant shall promptly give Landlord written notice of any incident of smoking or migrating secondhand smoke.

32.4 DISCLAIMER

Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce non-smoking policy than any other landlord obligation under the Lease.

32.5 REMEDIATION OF SMOKING DAMAGES

If smoking does occur on the Premises, then Tenant shall be in breach of Lease Agreement and shall be responsible for all damages caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris with respect to carpets, floors, tiles, walls, ceilings, doors, screens, windows, blinds, and drapes. Tenant will pay all costs to repair, clean or replace any damage to the Premises caused by Tenant's prohibited smoking or use of tobacco or cannabis.

Tenant acknowledges that in order to remove odor caused by smoking, Landlord will need to replace carpet and blinds and paint the entire Premises regardless of when these items were last cleaned, replaced, or repainted. Consequently, Tenant acknowledges that damages from smoking will result in forfeiture of all or part of Tenant's security deposit.

By initialing below, you acknowledge and agree to the terms in Section 32.

X _____
Initial Here

33. Video Cameras

33.1 .

Landlord has real video cameras installed to a limited extent at the following properties only:

- 330 Rose Street
- 165 Virginia Avenue (laundry room only)
- 135 Transcript Avenue (laundry room only)
- 178 Leader Avenue (laundry room only)

Tenant is hereby notified that video cameras installed elsewhere at properties other than those listed above, despite any signage posted to the contrary, are fake / dummy cameras. Thus, Tenant acknowledges that any appearance of safety and/or sense of security created by fake / dummy cameras is **false and should not be relied upon**. Tenant agrees that he/she is not leasing Premises in any way, shape, or form on the basis of video camera presence and will always act as though no video cameras exist.

Tenant understands that any proactive steps Landlord has taken are neither a guarantee nor a warranty that there will be no criminal acts or that Tenant will be free from the violent tendencies of third persons. Tenant has been informed and understands and agrees that personal safety and security are Tenant's own personal responsibility. No video cameras can guarantee protection against crime.

Landlord does not monitor any video cameras.

Video cameras are subject to mechanical malfunctions, tampering, and human error and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, Tenant should always proceed on the assumption no video cameras exist.

Tenant acknowledges reading, understanding, and agreeing with the above notice. Tenant has received no representations or warranties, either expressed or implied, as to the overall safety of the Property and/or any video camera system thereon.

By initialing below, you acknowledge and agree to the terms in Section 33.

X _____
Initial Here

34. Notice

34.1 .

Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

<<Company Name>>

P.O. Box 481

London, KY 40743-0481

If to Tenant to:

Address as stated in Section 1.2 of this Agreement

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

By initialing below, you acknowledge and agree to the terms in Section 34.

X _____
Initial Here

35. Miscellaneous

35.1 .

This Lease contains the entire understanding and agreement of the parties hereto, and no other understanding, undertaking, agreement, representation or warranty shall alter or modify this Lease unless in writing and duly executed and signed by the parties hereto. Time shall be of the essence in the performance of all terms and conditions of this Lease. Landlord and its agents shall have the right to enter and inspect the Premises at reasonable times. Judicial declaration of the invalidity of any part of this Agreement or any attachment hereto shall not invalidate the remainder of the terms of this Lease. In any legal proceeding pursuant to this Lease, including a suit to enforce this Lease or to collect damages for its breach, the prevailing party shall be entitled to recover attorneys' fees, costs of court and interest at the rate of 18% per annum upon all sums due from due date from the nonprevailing party, to the extent allow by law. This Lease shall be construed under and in accordance with the laws of the Commonwealth of Kentucky; and jurisdiction and venue for litigation of any matters concerning this Lease shall be with the Courts of the Commonwealth of Kentucky sitting in Laurel County, Kentucky. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. All sums not paid when due hereunder shall accrue interest at the rate of eighteen percent (18.0%) per annum, or the maximum rate of interest allowed under applicable law, whichever is less.

It is hereby understood that this is a Lease, after being executed by Tenant, is an offer to rent by Tenant and is not enforceable by either party until executed by Landlord. Landlord expressly reserves the right to reject this offer to rent by Tenant, if upon evaluating eligibility of Tenant, Landlord determines Tenant is not eligible.

35.2 RECORDING OF LEASE

Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

35.3 GOVERNING LAW

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Kentucky.

35.4 SEVERABILITY

If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

35.5 BINDING EFFECT

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

35.6 HEADING

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

35.7 CONSTRUCTION

The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

35.8 NON-WAIVER

No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

35.9 MODIFICATION

The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

By initialing below, you acknowledge and agree to the terms in Section 35.

X _____
Initial Here

36. Additional Lease Terms

36.1

None

By initialing below, you acknowledge and agree to the terms in Section 36.

X _____
Initial Here

37. Sign and Accept

37.1 SIGN AND ACCEPT

This Lease is a legally binding contract. If Tenant does not understand any terms of this lease, an attorney should be consulted.

This Lease contains the entire agreement between Landlord and Tenant. Tenant hereby acknowledges that he/she has read this Lease and understands all of the terms and conditions herein contained and is not relying on any verbal statement made by Landlord or any other party associated with the preparation of this lease, and agrees with the statements and representations of the terms and conditions contained herein. All notices called for in this lease are to be in writing.

In witness whereof, Tenant has executed this Lease on <<Lease Creation Date>>

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed

SAMPLE