

Lease for SAMPLE Apt# SAMPLE , Morgantown, WV 26505

BCK Rentals PO Box 643 Morgantown, WV 26507 (304) 594-1200

- 1. This lease made this SAMPLE day of SAMPLE , by and between BCK Rentals, Landlord, and the individual/s who have signed this lease, Tenants. Tenants are jointly and severally liable for all portions of this lease. Liability for full Lease payments is **JOINT & SEVERAL** between all who sign this Lease. Tenants are 100% liable for their own actions, the actions of any guests or visitors while in/on Landlord property.
- 2. **TERM OF LEASE:** Landlord hereby leases to Tenants from 8am Sunday, May 12, 2019 until 8am Sunday, May 10, 2020, for the unit stated above. **There are no early move-ins or late stayovers.**
- 3. Normal business hours are from **8 am - 4 pm Monday through Friday**. Holidays are exceptions. Summer hours vary.

RENT / UNIT DEPOSIT

- 4. The lease rate is \$ SAMPLE per payment, in advance, for a total annual lease rate of \$ SAMPLE . The total annual lease rate is divided into 12 equal payments due and payable to Landlord by the 10th of each month, beginning on May 10th, 2019. Late fees are applicable to any payment received after the 15th of each month, in compliance with State Law. A \$25 per check fee will be charged for any returned check. After two (2) returned checks – or any legal action – only cash, cashier’s checks or money orders will be accepted.
- 5. Lease payments are to be mailed to above address or dropped in the office mail slot at the rear of 324 Willey Street. Tenants agree to pay the lease payments at the time and in the manner specified in this lease. **December 10th rent is due on December 10th, 2019.** Writings, notations, statements or otherwise, written on the front or back of any check, money order or other monetary instrument given to Landlord shall not be enforceable against Landlord, shall not be deemed to amend this lease and shall not be binding on Landlord. Landlord’s acceptance, endorsement, deposit or negotiation of any check, money order or other monetary instrument shall not be deemed an acceptance of the conditions of same and Landlord may accept same as if the said writing, statement or notation did not exist. This lease is assignable by Landlord. **NO RECEIPTS ARE MAILED.**
- 6. The last rent payment of \$ SAMPLE must be paid to Landlord on or before SAMPLE , thirty (30) days after the signing of this lease. If not paid in full by said date, the unit will be placed back on the rental market and all monies received from all Tenants of said unit as of said date will be forfeited to Landlord.
- 7. A joint and several Deposit of \$ SAMPLE is required at the signing of this lease. The Deposit is for payment of any financial obligation to Landlord by Tenants. The Deposit will be placed in the mail to Tenants by Landlord, in part or full, with a written statement of any deductions, forty-five (45) days after the expiration of the lease, less any damage done to the unit/property, cleaning which is required and any other financial obligations due to Landlord. Any questions concerning the Deposit return must be in writing and are accepted only from the Tenant. **The entire Deposit must be maintained for the duration of the Lease.** This means that should the Landlord charge Tenants for damage to the rental unit, unpaid bills, etc. during the term of the Lease, Tenants are required to pay Landlord for those charges, upon receipt of the charges, to maintain the Deposit at a full amount. Should the Tenants not pay these charges prior to the next Lease payment, the charges will be deducted from the next Lease payment received and applied to the Deposit. Therefore, Tenants will be in arrears on their Lease payments and will need to become current forthwith. Excuses are not accepted.
- 8. **VISA, MASTERCARD, AMEX, and DISCOVER** are accepted for payments. A 4% Service Charge (rounded to nearest whole number) applies to credit card charges. Credit Card Auto-Pay and Automatic Bank Transfers are also available upon request. This method is highly recommended. **There is no charge for Automatic Bank Transfers.** Stoppage of an Automatic Bank Charge invokes a penalty. See website (www.bckrentals.com) for form.

UTILITIES

- 9. Tenants shall pay the following utilities which are marked “Tenant”. The utilities which Tenants are responsible for paying must be transferred to Tenants name on or before 8am Sunday, May 12, 2019 and cannot be turned off before 8am Sunday, May 10, 2020. Landlord will charge Tenants a minimum of \$200 if utilities are not turned on/off as such. Electric: SAMPLE Gas: SAMPLE Water/Sewer: SAMPLE
- 10. **UTILITIES:** Dominion Energy Gas: (800) 688-4673 Mon Power: (800) 686-0022 MUB: water & sewer (304) 292-8443 **WITHOUT going on the “BUDGET PLANS” in May, your utility bills will be EXTREMELY LOW in the summer and ASTRONOMICALLY HIGH in the winter.** Plan ahead.
- 11. **GARBAGE:** Garbage via WMI Trash is **MANDATORY**. We take pride in the cleanliness of our properties. BCK Rentals has hired a 3rd party to collect garbage. The charge is \$200 per tenant per year payable within 60 days of lease signing. Tenants are provided locked receptacles which Tenants are responsible for maintaining and are liable for any damage. Pick-up is twice per week. Reasonable (determined by Landlord) move-in trash is included in this price. Reasonable (determined by Landlord) move-out trash in trash bags is included, but anything else is not since it can be massive. Please see “WMI Trash Agreement” for usage and payment details.

DOGS, CATS OR KEGS. REFER TO ITEMS 36, 44 & 61.

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12. **“UTILITIES INCLUDED”** rentals units. If Tenants unit is leased with any or all utilities included, it is up to the Tenants to conserve utilities. Tenants agree not to leave appliances, stereos, TV’s, interior lights, etc. on when not in the unit. Tenants agree not to turn their thermostat above 72 degrees from Oct. 15 – April 15. Tampering with a locked thermostat cover or turning the thermostat above 72 degrees will cost the Tenants \$300 per occurrence. If Tenants have a leaking/running faucet, shower or toilet – Tenants agree to report it as soon as they find it – not 24 hours later. If Tenants do not conserve utilities or do not report water leaks, it is agreed that the Tenants will be charged a fee to be determined by Landlord for over consumption. Turning a Landlord owned AC unit/system below 68 and/or any AC unit/system in use after November 1st will result in a \$100 penalty per occurrence.
13. Tenants must maintain the heat in this unit at a minimum of 68 degrees and a maximum of 72 degrees from Oct. 15 – April 15. Tenants are responsible for all damage caused by frozen pipes associated with their unit and any damage in any other unit damaged by said frozen pipes. This includes Landlord property & any personal property of other people.
14. Landlord will not be responsible for failures to water supply, electricity, gas, telephone or cable etc., beyond their control. Tenants will not be entitled to any rent/damage refund for any interruptions of such service.
15. Phone, cable & internet connections/wiring are the responsibility of the Tenants. No satellite dishes – No Exceptions. Installation of any private products is done at the Tenants risk. No interior photographic equipment may be installed.

MAINTENANCE

16. Tenant/s must submit – in writing – a list of any concerns or requested maintenance by noon Sunday, May 19, 2019. We will do our best to accommodate requests within reason. Lists / requests / calls coming from non-tenants (parents) will not be considered. Maintenance request lists received just prior to the start of class in the fall expecting immediate responses are not acceptable. Plan ahead. We are closed Thursday through Monday for freshman move-in.
17. Maintenance/repair requests **MUST** be called or emailed into Landlord – **BY TENANTS ONLY – NO ONE ELSE** – at (304) 594-1200. “I told maintenance” is not acceptable. If a repair is needed and not called into Landlord immediately by Tenants and the repair causes damage to the rental unit, other rental units or increases the costs to Landlord such as in, but not limited to, leaking/running toilets (water bill), Tenants are responsible for paying for the increased charges. A two hour minimum labor charge applies. Landlord is the only one permitted to make the repairs or arrangements for work to be done. Friday maintenance calls are willingly accepted and dealt with the following week as scheduling permits. Maintenance/Cleanliness inspections will be performed sporadically. Parent calls are not accepted. Life is not instant, neither are we. Any after-hours maintenance request or other service response is subject to charges.
18. Refrigerators will freeze solid & be rendered useless if the control is turned past medium for only a short period of time. Tenants’ refrigerator will be set to medium during cleaning. If Tenants turn the setting past medium, the refrigerator will freeze & Tenants will be charged to unthaw and/or fix/replace the refrigerator if it is rendered useless from freezing. Landlord is not responsible for refrigerated or frozen food which goes bad due to a refrigerator not working correctly.
19. **SHOWER LEAKS:** The most frequent cause of shower leaks is someone not closing the shower curtain correctly. The shower curtain must be closed on both sides of the shower. Tenants are 100% responsible for any water damage.
20. **TOILET CLOGS:** Toilets do not just break. They overflow because they are clogged. Tenants are responsible for payment to have toilets, sinks and main lines unclogged. The main cause of toilet and main line clogs are paper towels, baby / feminine hygiene wipes and tampons. Absolutely none of these products shall be flushed down the toilets. Roto Rooter is used to clear main line clogs at Tenants expense. Tenants agree to purchase a FULL sized toilet plunger to use in case of a toilet clog. Tenants are 100% responsible for all water damage done to any Landlord property or personal property of other people should any toilet, sink, shower or tub in Tenants unit overflow or be misused. Do not use **Drano**. Call Landlord and describe clog in detail.
21. **Washers/Dryers/Disposals/Dishwashers/Stoves/Refrigerators/Air Conditioners:** If Tenants unit is equipped with any Landlord owned appliance/s as mentioned, Tenants are responsible for maintaining these appliances in good working condition. If Tenants cause any of these appliances to malfunction or be rendered inoperable, Tenants will be responsible for paying to have the appliance fixed or replaced depending on the damage. No Landlord installed item is to be removed by Tenant. No major appliances can be installed in the rental unit by Tenants. AC units are not permitted to be used after November 1st. Each occurrence documented is subject to a \$100 penalty.
22. **WATER PROBLEMS:** Water can do major damage in a short period of time. Tenants agree to report any water problems to Landlord immediately. If Tenants toilet takes more than 2 minutes to fill up and shut off after flushed, there is a water problem. A toilet that runs constantly or leaks can increase a water bill by \$300 or more in just a few days. Landlord will fix a leaking/running toilet at no cost to Tenants, if there has been only normal wear and tear on the toilet.
23. Central Air and Landlord installed AC units are to be set and operating between 70 and 76 degrees for the summer even if the Tenants are not there. Turning an AC unit or Central Air below 68 degrees can freeze the unit and render it inoperable. AC reduces the moisture content in the property and stimulates air circulation reducing the potential for mildew or mold issues. Repairs are at the Tenants expense. When outside temperature drops below freezing, Tenants are

DOGS, CATS OR KEGS. REFER TO ITEMS 36, 44 & 61.

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required to close all windows / doors and allow water to DRIP in all bath/kitchens. Open your kitchen and bathroom cabinet doors to circulate warm air onto the pipes.

24. **PESTS:** FLEAS and BEDBUGS do not just appear. FLEAS are brought into rental units by animals. Animals are not permitted in this rental unit at any time – for any reason. BEDBUGS are brought in by Tenants in their belongings and furnishings. Tenants are therefore responsible for all FLEA and BEDBUG extermination treatments & any other costs. Storage of non-tenants belongings over the summer months is not permitted due to liability and the possibility of the belongings containing pests for which the Tenants will be held responsible. Upon move-in date, your unit will be flea and bedbug free. If you disagree, it must be reported in writing by 12 noon Sunday, May 19, 2019. A re-inspection will then be done to assess your concerns.

SAFETY

25. Tenants/guests/visitors will not use any roof, for any reason, at any time at this rental unit. #61 of this lease applies.
26. No unlawful business of any kind or character is allowed or permitted on said premises. Violence of any type is prohibited. No musical instrument practicing is allowed in the unit or on the property. Sunday through Thursday nights – including mid-terms, “dead” and finals week – are considered Study nights. Absolutely no loud parties and/or noise of any kind is allowed from 7PM to 8AM. Respect your neighbors. Study and allow them to do the same.
27. Snow, ice and proper trash removal/disposal are the responsibility of the Tenants.
28. Tenants agree to comply with the rules and regulations specified in “WMI Trash Agreement” and will be responsible for any trash citations levied by the City. A minimum \$75 fee will apply if Landlord has to clean up trash or garbage inside or outside the rental unit. Exterior trash clean-up will be split between all units in multiple unit dwellings. Tires are \$75 each, paint cans are \$50 each, refrigerant items are a minimum of \$250 each, TV’s are \$500 each, furniture items are a minimum of \$100 each for Landlord to remove. Many charges are due to EPA regulations. Trash – interior and exterior – will attract rodents / pests for which Tenants will be financially responsible for removal and control costs. Mt. State Pest Guard (304-292-1666) is the only BCK Rentals approved pest control company.
29. The following items are not permitted on/in Landlord property. Any/all of these items will be removed at Tenants expense if found. Landlord is not responsible for replacing them.

Kegs	Animals	Space heaters	Charcoal Grills	Extension cords
Lava lamps, heat lamps & halogen lamps		Beer pong/other drinking game items, large game tables		
Candles Incense (any smoldering object)		Combustion engines or flammable liquids (\$500 fine)		
Open flames (except kitchen stove)		Fireworks	Waterbeds	Pools (of any type)
BB, Air Soft, and Paintball guns		Weapons of any type (Police will be called)		Dartboards

No liquid filled furniture, receptacle containing more than ten (10) gallons of liquid is permitted without prior written consent and meeting the requirements of the Landlord. If consent is provided, tenant(s) shall be fully responsible for any damage that may occur to the premises, and be required to have insurance deemed appropriate by Landlord to cover possible losses that may be caused by such items. #61 of this lease applies.

Many of the above listed items are not permitted due to insurance regulations and/or Morgantown City Code.

30. Tenants agree to leave all exterior lighting “ON”. Lights are to remain on to prevent crime and reduce possible accidents. Disabling exterior light bulbs will result in the loss of parking privileges and/or a fine. Tenants assume total responsibility for any damage or loss caused by Tenants, guests, visitors to any Landlord owned property.
31. **LIFE SAFETY:** By Law, smoke detectors have been placed on each floor & in each bedroom of the rental unit. Tenants are responsible for maintaining the detectors. Fire Alarm systems are installed in some units. If the alarm is set off for a non-emergency reason, then it is agreed that #61 of this Lease applies for the unit which set off the alarm. In units with sprinkler systems, Tenants are responsible for all damage caused by the sprinkler system in their unit being activated for any reason – this includes damage to any personal items or Landlord owned items in the Tenants unit or other units in the building that were damaged due to the sprinkler system. Metal life safety escape ladders have been placed in required bedrooms beside required windows. Do not move them. They are there for your safety. Replacement of these ladders will cost you \$500 per occurrence. #61 of this lease also applies.
32. No drugs except prescription drugs for the authorized person are allowed in the unit. The consumption of alcohol in/on Landlord property by persons under the legal drinking age is against the law and prohibited.
33. The punch codes for the “E locks” on your unit will be changed prior to your move in. Only Tenants for this unit will be given codes. Landlord will provide bedroom deadbolts for Tenants upon request at no charge. **Bedroom door keys are to be left in the bedroom deadbolt at the end of the lease.** Tenants **cannot** install their own locks – anywhere in/on the unit - for any reason. If Tenant lock is discovered, it will be destroyed, replaced and Tenant/s will be subject to minimum \$100 penalty per occurrence.
34. Landlord accepts no responsibility and Tenants hold Landlord/Owner harmless for liability relating to the loss, damage or theft of any of Tenants personal property or for damages or injury to Tenants, other residents or their property, resulting from the explosion, fire, mechanical failure of water, steam, electric, gas, sewer lines or from any defective wiring or for

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loss or damage resulting from the negligence of any other resident / person in the building, or for any other cause.
Tenants agree to get Renters Insurance.

FURTHER AGREEMENTS

35. Units are leased **Un-Furnished**. All furniture must be removed from unit by Tenants, by lease end. Landlord charges to remove any items left in unit. No interior furniture is ever allowed outside – it will be removed without notice at Tenants expense. Do not bring BEDBUGS in with your furniture. You will be responsible.
36. No pets or animals are permitted in/on Unit or Landlord property, without Landlord consent. If an unauthorized animal (determined by Landlord) is found in/on Landlord property, the animal WILL BE physically removed from Landlord property, by Landlord or agent at Tenants' expense of \$250. If animal food, toys and / or crates are found on premises, it is agreed that an animal has been there. In addition, #61 of this Lease will be enforced per each occurrence of animal presence. **THIS IS STRICTLY ENFORCED**. Our insurance supersedes your animal. Landlord tries to comply with all ADA and HUD regulations. All reasonable accommodation requests must be disclosed to Landlord in writing, prior to lease signing and are to be detailed in #63 of this lease. #61 of this Lease will be enforced upon failure to disclose reasonable accommodations requests. Requests must always be in writing with proper documentation included.
37. **Parking** on Landlord run property is a **PRIVILEGE AND NOT A RIGHT**. There is **REDUCED FEE** is for **TENANTS ONLY**. Parking privileges may be **REVOKED** by Landlord at any time for any reason, i.e.: un-kept units, large parties, noise complaints, late rent, arrogant behavior and others. If your parking is revoked, you will not receive a refund. Tenant Reduced Fee parking permits **MUST** remain on vehicle at all times. Your permit will be revoked and you will be towed if you remove the permit and swap your permit to another vehicle. Tenants are required to inform BCK of any updates or changes in vehicle information. Parking permits are non-transferable and a new permit will be issued for any changes. Parking areas are not swept, salted, plowed or patrolled. Landlord accepts no liability for any safety to persons, damage to vehicles, incidents or Acts of God. By paying for and / or accepting a parking permit the Tenant accepts **FULL RESPONSIBILITY** for any incidents, accidents, safety to persons, and damage to vehicles or Acts of God. If you disagree with this – park elsewhere. No exceptions. No vehicles larger than a Jeep Grand Cherokee (see internet for size) will be allowed to park in the lots. Parking is not included in rent. A separate payment **MUST** be written for parking. Tenants must download the Parking Agreement from www.bckrentals.com, fill it out and attach a copy of the following: Tenants valid driver's license, valid vehicle insurance and valid vehicle registration. Submit this information with your payment to receive your permit. **Fall semester must be submitted prior to August 1, 2019. Spring semester must be submitted prior to December 15, 2019.** If you wait until after school begins you may get towed, may not receive a space or may have to pay full price. Spaces not reserved in advance will be leased to others forthwith. Lots are patrolled by an outsourced towing company. **DO NOT** call the Landlord for help with towed cars. **DO NOT** park on Landlord property if you have questions. Ask in advance. Each year Tenants get towed because their permit was not displayed correctly and they ask that exceptions be made. They will not. Your unit can have up to SAMPLE Reduced Fee Parking Permits if they are reserved **IN ADVANCE** as detailed above. We try our best to accommodate people. We want to work with you but we will not make exceptions. Making exceptions is discrimination. Do not ask us to discriminate.
38. The rental unit is to be used by Tenants as a residence, not for any business. This unit can be occupied only by individuals who signed this lease. Tenants shall have the right to sublet the unit, subject to the prior written approval of the Landlord. Tenant understands that they are responsible for all rent payments to be paid on time from anyone that may sublet from them. Tenant is also responsible for any damage that may occur. In addition, the sublet will be required to sign a sublease agreement, sign on to the lease and pay a Deposit to the Landlord and Landlord will hold both Deposit's until the original end of the lease. In the event that more than one individual is listed as Tenant, all such individuals must agree to the sublet. #61 of this lease will apply to the Tenants for moving someone in without prior written consent from Landlord. The person will then be removed forthwith.
39. Tenants will not paint, wall paper or alter any part of the unit. If any of the above is done a fee will be deducted from the units next lease payments and applied to a repair charge to return the room(s) to their original color / condition. BCK Rentals determines interior painting on an "as needed" basis.
40. If you have any allergies, emotional, physical or other concerns you must list and initial them in section #63.
41. Landlord, in person or by agent, has the right to enter and view conditions of the premises, to show the same to prospective purchasers and renters, to insure compliance with all provisions and conditions of this lease and/or to make necessary repairs, alterations, or additions deemed necessary by Landlord for the preservation or upkeep of the unit or building from 8AM until 9PM seven days per week or at any time if thought to be an emergency. Tenants must keep premises, landings, steps, porches, lawns, driveways and parking areas clean & presentable at all times.
42. **UNIT SHOWINGS: CLEAN UNITS RENT FASTER!** Tenants unit will be placed on the rental market in the fall. If Tenants wish to lease the unit for another year, Tenants must inform sign Landlord and sign a new lease. The unit will be shown until this occurs. Landlord will try to notify Tenants of potential showings the night before, but this is not always possible due to changing demands. Tenants agree to keep the unit clean and presentable at all times. If Landlord feels

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- Tenants unit is not clean & presentable, Landlord will give Tenants 24 hours to clean it. If Tenants do not comply with the Landlord request within that 24 hour period, Landlord will pay someone to clean the unit and charge the Tenants plus a 25% non-compliance fee. Normal showing hours are 10AM to 9PM Monday through Friday.
43. Tenants stipulate that any personal items left in/outside the rental unit after 8am May 10, 2020 are to be disposed of at Tenants expense by the Landlord. Tenants agree to be charged & pay for disposal of any personal items left in the unit.
 44. **NO KEG / LARGE PARTIES:** If a keg (full, partially full or empty) is found in/on Landlord property, it is agreed that a keg party took place in/on Landlord owned property. The keg/tap will be removed at Tenants expense. If over ten non-tenants are in your unit / on the premises, it is agreed a large party took place. #61 of this lease applies to this section. Do not make yourself a target by having people in your unit that you do not know. They may come back to visit (steal).
 45. Smoking is preferred to be limited to outside properties. Tenants are responsible for any repairs/remediation necessary to eliminate damage caused by smoking inside units.
 46. **Your “E lock” will start flashing red when the batteries are depleting. This gives you about 24 hours. Do not wait until they are dead to call. If you are locked out** of your unit or bedroom after normal business hours, please leave a message at (304) 594-1200 and your unit or bedroom will be unlocked for you the morning of the next business day. If you cannot wait, call G Locksmith at (304) 591-5625 at your expense. They only accept cash.
 47. If the unit which you have leased requires cleaning, it will be cleaned between May 6 and June 1, 2019. Carpets are cleaned after all of the rental units are cleaned. BCK Rentals determines interior painting on an “as needed” basis. Over the summer, dust will gather and without air circulation a musty smell will be evident in the unit. Tenant agrees leave air conditioners running at a minimum of 76 degrees during the summer to protect the property.
 48. Upon expiration of the lease and departure of the Tenants, Landlord will inspect the unit for damages and cleaning. Should any damages need repaired, Landlord will hire someone to repair them. Should, in the opinion of Landlord, the unit need cleaned, Landlord will hire someone to clean the unit. Tenants are responsible for cleaning the carpets in the unit prior to moving out. Only a receipt: less than 5 days old within 5 days of move-out from a Professional – Local – Carpet Cleaning Company – stating the cleaning address and what was cleaned, dropped in the office mail slot at the rear of 324 Willey Street prior to 8am May 10, 2020 will serve as proof the carpets were cleaned. Should in the opinion of the Landlord the carpets need to be cleaned or spot cleaned and/or no receipt was provided as described above, Landlord will hire someone to clean the carpets. Tenants will be responsible for paying all charges plus a 20% fee for non-compliance. The following list is the **MINIMUM** cleaning requirement:
 - All carpet professionally cleaned with hot water at a minimum temperature of 180°. No DRY cleaning of carpet permitted. BCK offers discounted carpet cleaning coordination through a third party.
 - Wipe all walls.
 - Scrub and wax all non-carpeted floor areas, including under the stove, refrigerator and washer/dryer.
 - Clean out all bathroom fixtures, vanity, tiles, drawers, cabinets and tub/shower.
 - Clean stove, refrigerator, dishwasher and kitchen cabinets, inside and out.
 - Clean all doors and door facings.
 - Insure that all light fixtures are equipped with working light bulbs, clean out bugs and wipe fixtures.
 - Insure all smoke detector batteries are in place and operable.
 49. Vehicle repair, oil changes, etc. are not allowed in/on Landlord property. Item #61 of this lease applies.
 50. The Morgantown Housing Inspectors normally overlook the use of GFI power strips but prohibit extension cords.
 51. **LANDLORD DOES NOT PROVIDE:** storm/screen doors, window screens/blinds, curtains/drapes or fans.
 52. Management /Owner has the right to open doors for Tenants to be served legal documents.
 53. **Destruction of Landlord’s Property will not be tolerated at any time for any reason. Any bottle breaking / punching / kicking / body slamming through doors / walls or any other area of Landlords property will result in fines for the first and second incidents; eviction for the third incident. This does not include the cost of materials and labor to repair the destruction. Think hard before destroying an inanimate object.** If a break-in occurs, Tenants **MUST** provide Landlord a copy of the police report within 24 hours to avoid being charged for the damages. Cameras are privately owned and reviewed at Landlords discretion only. Footage is only given to First Responders.
 54. **SIGNAGE:** Any signage attached to Landlord property must be approved in writing by the Landlord in advance. Homecoming excluded. Landlord has the right to place signage on the building or property at any time.
 55. **Communication:** When communicating with Landlord or BCK representative, the use of profanity, name calling, aggressive behavior or any other improper language/physical behavior will result in the immediate termination of the communication or work being performed and possible loss of parking for entire unit. Communication and/or work will not resume until Landlord is satisfied a proper communication/work atmosphere has been restored. **Landlord will only communicate with Tenants.**
 56. **Landlord uses EMAIL for communication. Not picking up email is not an acceptable excuse. If you call and get voice mail, leave a message if you expect a return call. If no message is left, you did not call.**

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- 57. Landlord will communicate with Tenants ONLY. Tenants have signed the lease and are therefore responsible for any and all communications concerning the above unit. Calls, emails or lists received from non-tenants will be deleted.
 - 58. This lease is subject to the laws of the State of West Virginia.
 - 59. It is agreed that if a Morgantown Building/Housing/Fire Code Official closes the unit, during the term of the lease, due to living conditions, damage or other reasons caused or created by the Tenants and/or their guests, the moment the condemnation signs are placed on the unit, the entire remaining unpaid lease amount will become payable to the Landlord by the Tenants. Damage costs will be due and payable when they are established by the Landlord. Tenants agree to pay damage costs in full within 15 days of receipt of the damage statement.
 - 60. **IF:** you are not certain you will return to WVU; or your GPA is too low, or you are on probation; or the lease payments do not fit your budget; or you do not wish to be responsible for your actions, the actions of your roommates, guests or visitors; **or if you wish to have a pet/animal or have one “just visit”**; or you wish to have large parties or keg parties; or you want to change your mind at a later date; then PLEASE rent from someone who allows those things. We would enjoy working with you but all provisions of this Lease will be enforced without exception.
 - 61. Tenants agree to immediately forfeit their full rental units Deposit for not abiding by this lease. Tenants agree to pay Landlord another full Deposit before the next lease payment date. If the full Deposit is not paid before the next lease payment date, any monies collected from the Tenants will be applied to the new Deposit until the new Deposit is fully paid. Tenants will then be in arrears in rent and subject to eviction.
 - 62. PARENTS: Please allow your children to be responsible adults. We understand you may be helping them financially but legally they are over 18 and we cannot discuss their business with you per Federal Law.
 - 63. Any additions, deletions, exceptions or work to be performed by Landlord, for this lease, must be written in this section. Any allergies, emotional or physical conditions must be listed in this section without exception.
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- 64. This lease can be assigned by BCK Rentals to another management company without notice. Tenants have viewed the rental unit for this lease or provided Landlord with notarized letter waiving the right, obligation to view the rental and have deemed said rental unit to be fit and habitable. Venue for any litigation shall be in Monongalia County, West Virginia. No modifications of this lease shall be made, except in writing signed by all parties signing this lease. Tenants have read each page of this lease, asked all questions they feel necessary, had those questions answered to their satisfaction and initialed each page indicating such. Tenants agree to all terms, conditions, provisions and covenants stated above without exception or alteration. Tenants affirm that they are at least 18 years of age and are willingly signing this lease.

_____ <u>SAMPLE</u>	
Tenant #1 / date	Initials
_____ <u>SAMPLE</u>	
Tenant #3 / date	Initials
_____ <u>SAMPLE</u>	
Tenant #5 / date	Initials

_____ <u>SAMPLE</u>	
Tenant #2 / date	Initials
_____ <u>SAMPLE</u>	
Tenant #4 / date	Initial
_____ <u>SAMPLE</u>	
Tenant #6 / date	Initials

SAMPLE
Landlord / date

The Landlord acknowledges receipt of \$ _____ SAMPLE for the Unit Deposit:
 Pmt type: SAMP Amount: SAMP Tenant SAMPLE Pmt type: SAMP Amount: SAMP Tenant SAMPLE
 Pmt type: SAMP Amount: SAMP Tenant SAMPLE Pmt type: SAMP Amount: SAMP Tenant SAMPLE
 Pmt type: SAMP Amount: SAMP Tenant SAMPLE Pmt type: SAMP Amount: SAMP Tenant SAMPLE

DOGS, CATS OR KEGS. REFER TO ITEMS 36, 44 & 61.

Tenants initials: #1 SAMPLE #2 SAMPLE #3 SAMPLE #4 SAMPLE #5 SAMPLE #6 SAMPLE