

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ___ day of _____, 20___, by and between **Lakeside Haven Apartments, LLC** of 146 Colson Drive, Bronston, KY 42518, hereinafter referred to as “**LESSOR**,” and _____, of _____ hereinafter referred to as “**LESSEE(S)**.”

In consideration of the promises contained herein and the mutual and dependent covenants, conditions, and agreements more particularly hereinafter set forth, and the rent hereinafter agreed to be paid, Lessor hereby leases to Lessee(s) and Lessee(s) hereby lease(s) from Lessor the property, located at _____, Pulaski County, Kentucky, upon the following covenants, conditions, and agreements:

(A) USE

The leased premises shall be used and occupied solely by the Lessees [(_____) adults and child/children (_____)], exclusively as a private residence, and neither the leased premises nor any part thereof shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, nor for any unlawful purpose, nor for any purpose other than as a private residence.

(1) Lessee(s) shall comply with all existing or future laws and regulations affecting the leased premises which have been or which may be adopted, passed, or issued by any governmental agency, including, but not limited to, nuisance ordinances, fire codes, and environmental regulations.

(2) Lessee(s) shall not use any part of the premises to store any materials which are classified as hazardous and/or flammable.

(B) TERM

The term of the lease shall be for ___ (__) years, beginning on _____, 20___, and continuing until midnight on _____, 20___, unless sooner terminated as provided for in this Lease.

(C) RENTAL PAYMENTS

Lessee(s) agree to pay to Lessor or its successors and assigns, without demand, as rent for the leased premises, the sum of \$_____ per month. Lessee(s) shall

pay each rent installment by direct deposit to _____
account ending in _____. Lessor shall provide Lessee(s) with account information
for direct ACH payments from Lessee(s) to Lessor.

All installments of rent shall be due monthly in advance on the ____ day of each
month, with the first monthly payment being due on the ____ day of _____, 20__.
Should any installment of rent be paid by the Lessee(s) and accepted by the Lessor more
than five (5) days after its due date, Lessee(s) shall pay, in addition thereto, a late charge in
the amount of \$_____ per day for each day of delinquency.

Lessee(s) hereby agree and acknowledge that the failure of Lessee(s) to pay the rent
due under this lease, at the time and in the manner provided herein, shall constitute
material noncompliance with the provisions of this lease. Demand, notice of nonpayment,
and any other notice with respect to payment of rent are hereby expressly waived by
Lessee(s). In addition, Lessee(s) covenant and agree to pay the other amounts required to
discharge their obligations under the conditions and provisions of this lease.

(D) DEFAULT and LESSOR'S REMEDIES

If the Lessee(s) shall fail to pay any installment of rent when due, or commits any
other breach of the terms herein, and the Lessee(s) further fails to cure said breach within
fourteen (14) days after receipt of written notice by Lessor of such nonpayment or other
breach and of Lessor's intention to terminate this Lease if the rent is not paid or other
breach cured within such period, Lessor(s) may terminate this Lease. Upon termination of
this Lease, Lessor shall have the right to re-let the leased space from time to time; such re-
letting shall not discharge Lessee(s) from any liabilities or obligations hereunder, except
that the net rents collected as a result of any such re-letting shall be a credit to Lessee(s)'s
liability for rents payable hereunder. The failure to consider this Lease forfeited for failure
to pay rent when due or other breach shall not be deemed a waiver of Lessor's right to
exercise such remedy in the event of any subsequent breach, the right to declare forfeiture
being a continuing one. Nothing contained herein, however, shall be construed to require
Lessor to re-let the leased premises in any such event or events, nor shall anything herein
be construed to postpone the right of the Lessor to sue for rent. All rental obligations shall
be accelerated from the date of default/breach through the end of the existing term hereof.

In the event Lessor employs an attorney because of a willful default by Lessee(s)
under the terms and conditions of this lease, Lessee(s) shall further be liable for reasonable
attorney fees and other costs or expenses incurred by Lessor in connection therewith.

(E) ALTERATIONS AND IMPROVEMENTS; LIENS PROHIBITED

Lessee(s) shall make no alterations to, or make any other improvements on, the
leased premises without prior written consent of the Lessor. In the event Lessee(s) cause a
lien of any kind to be placed on the subject property, Lessee(s) shall promptly cause the
release of said lien, and if Lessee(s) fail to do so within thirty (30) days of placement,
Lessor may terminate this lease and is entitled to all remedies hereunder or available under

applicable law and as set forth herein for breach and default.

(F) ASSIGNMENT AND SUBLETTING PROHIBITED WITHOUT CONSENT

Lessee(s) shall have no right to assign this Lease, nor to sublet the leased premises or any part thereof without the prior written consent of the Lessor. Any assignment or subletting made or granted without the prior written consent of Lessor, or any assignment or subletting by operation of law, shall be void and Lessor may, at its option, terminate this Lease in such event and have all rights and remedies as set forth herein.

(G) UTILITIES & SERVICES

Lessee shall be responsible for arranging the connection of all electricity, water, sewer, telephone, internet, garbage collection, television, and all other services required and desired by Lessee(s) for the comfortable occupancy of the leased premises. Lessee(s) shall cause the bills for all such services to be issued in Lessee(s)'s name and shall pay any deposits and charges for such services at the time provided in such bills.

(H) CONDITION OF THE LEASED PREMISES

Lessee(s) have inspected the leased premises, acknowledge that such are in good and habitable condition, and accept(s) the same in their present condition.

(I) LIABILITY AND INDEMNITY

Lessee(s) shall indemnify and hold Lessor harmless from and against all claims for damages and expenses of every kind and character to parties who may claim, sue, or demand damages for injuries sustained upon the leased premises resulting from the acts or omissions of Lessee(s), the members of their family, and Lessee(s)'s family's guests or invitees. Lessee(s) will defend any such claim or suit for damages or injuries at their own expense.

Lessor shall not be liable to Lessee(s), the members of Lessee(s)'s family, and Lessee(s)'s family's guests or invitees or any other person or entity for any damage or injury of any kind caused by the acts or omissions of other residents or persons, whether such persons be off the property of Lessor or on the property of Lessor with or without its permission. Further, the Lessor shall not be liable for losses or damages from fire, theft, or other casualty not resulting from the acts or omissions of Lessor.

(J) PERSONAL PROPERTY

At the expiration of the term of this lease, or the earlier termination for any reason, Lessee(s) shall immediately remove all of Lessee(s)' personal property from the leased premises. If Lessee(s) do not immediately remove their personal property from the leased premises as provided herein, Lessor is expressly authorized to remove and store Lessee(s)'s personal property, at Lessee(s)'s sole cost and expense. If Lessee(s) do not claim

their personal property and pay all amounts due in accordance with the provisions of this lease within thirty (30) days after removal from the leased premises, Lessor may sell or dispose of the same and apply the proceeds, if any, to any unpaid rent, damages, storage fees, costs of sale, and reasonable attorney fees.

(K) DAMAGE TO OR DESTRUCTION OF PREMISES

Lessee(s) agree to pay rent as herein provided unless the leased premises shall be destroyed or rendered uninhabitable, through no fault of Lessee(s), as a result of fire, lightning, storm, tornado, or other casualty in which event Lessee(s) may immediately vacate the leased premises and shall notify Lessor in writing within fourteen (14) days thereafter of their intention to terminate this lease. Lessee(s) shall be liable for rent accrued up to the date of the damage by any one of the aforesaid causes and for all rent accruing after the leased premises shall again be made tenantable if this lease is not terminated as herein provided.

(L) ABANDONMENT

Lessee(s) agree to notify Lessor in writing of any anticipated extended absence from the leased premises in excess of fourteen (14) days, and such notice shall be given on or before the first day of any extended absence. Lessee(s) further agree that any unexplained and/or extended absence from the leased premises for thirty (30) days or more without payment of rent due shall constitute prima facie evidence of abandonment. Lessor is expressly authorized to enter the leased premises in the event of any abandonment and may remove and store all personal property of Lessee(s) at Lessee(s)' sole cost and expense. If Lessee(s) do not claim their personal property within an additional thirty (30) days, Lessor may sell or dispose of the same and apply the proceeds, if any, to any unpaid rent, damages, storage fees, costs of sale, and reasonable attorney fees.

(M) INSPECTION

Lessor and its agents shall have the right, at all reasonable times during the term of this lease, to enter the leased premises for the purpose of inspecting the same, upon giving Lessee(s) two (2) days oral or written notice of its intent to do so, unless such notice is impracticable under the circumstances. In case of emergency, Lessor shall have the right to enter the leased premises without any notice whatsoever to Lessee(s).

(N) SECURITY DEPOSIT AND CLEANING FEE

Simultaneous with the execution of this lease, Lessee(s) have deposited with Lessor the sum of \$_____, receipt of which is hereby acknowledged. Lessee(s) shall not be entitled to interest on the security deposit.

It is understood and agreed that the leased premises are received in good order and condition, and Lessee(s) hereby acknowledge that they have been given the opportunity to

fully inspect the leased premises and further acknowledge that they have received a comprehensive listing of existing damage to the leased premises, if any, which items of damage would be the basis for a charge against the security deposit and the estimated dollar cost of repairing such damage. Upon the expiration of this lease or the earlier termination by forfeiture or otherwise, Lessor shall inspect the leased premises and compile a comprehensive listing of any damage to the leased premises, which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. Lessor and Lessee(s) agree to sign the listing, and such signatures shall be conclusive evidence of the accuracy of such listing. If Lessee(s) refuse to sign such listing, Lessee(s) shall state specifically in writing the items on the list to which they dissent, and shall sign such statement of dissent. It is agreed that Lessor may apply the aforementioned deposit to the cost of repairing such items of damage, as well as to any unpaid rent due and owing at such time. If the damage to the leased premises exceeds the deposit, Lessor may repair the damage and Lessee(s) agree to pay to Lessor immediately upon demand for all expenditures in excess of the deposit. Should there be no expenses of restoration or should there be no unpaid rent, the aforementioned deposit shall be returned to Lessee(s) within thirty (30) days after the expiration of this lease.

(O) PETS

Pets are not allowed except upon a complete and accurate description of the pet, the written consent of Lessor and payment of an additional security deposit of \$_____. Consent for a specified pet is not transferable or assignable to another pet.

(P) TERMINATION BY LESSOR

Notwithstanding any other provision contained in this lease, this lease may be terminated by Lessor within three (3) days from the date written notice is delivered to Lessee(s) if Lessee(s) or any other person on the premises with Lessee(s)'s consent willfully or intentionally commits a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety, or welfare of the life or property of other Lessee(s) or persons on the leased premises. Such notice of termination shall become effective immediately upon receipt thereof by Lessee(s).

(Q) SURRENDER OF POSSESSION

Lessee(s) agree to return all keys and to surrender peaceable and quiet possession of the leased premises to Lessor upon the expiration or termination of this lease for any reason, and at any time, in good order and condition, ordinary wear and tear excepted.

(R) COVENANT OF PEACEFUL POSSESSION

Lessor agrees, under the terms of this lease, to keep Lessee(s) in peaceable and uninterrupted possession of the leased premises so long as Lessee(s) comply with and performs all of the terms, covenants, and conditions of this lease.

(S) NOTICES

Any notice required or permitted to be given by either party under the terms of this lease, except as provided in section (O) above, shall be given in writing and shall be delivered in person or sent by certified mail, postage prepaid. Notices to Lessor shall, unless Lessor otherwise advises Lessee(s) in writing, be delivered or addressed to Lessor at 146 Colson Drive, Bronston, KY 42518. Notices to Lessee(s) shall, unless Lessee(s) otherwise advise Lessor in writing, be delivered or addressed to Lessee(s) at _____.

Notices shall be deemed to have been given when delivered in person or when deposited in any United States Post Office by certified mail, return receipt, upon the date of mailing by certified mail.

(T) MISCELLANEOUS

(1) This Lease shall be governed by the laws of the Commonwealth of Kentucky.

(2) This Lease may be modified only upon the joint and mutual written consent of the parties hereto. All prior representations, understandings, and agreements are merged herein.

(3) Should any provision herein be deemed unenforceable for any reason that shall not invalidate any other provision.

(4) Waiver or forbearance at any time as to any provision herein shall not constitute grounds for a subsequent waiver or forbearance.

Done under our hands this _____ day of _____, 20__.

Lessor:
LAKESIDE HAVEN APARTMENTS LLC

Lessee(s):

BY: DENNY BRUMMETT, a duly
authorized representative

COMMONWEALTH OF KENTUCKY
COUNTY OF PULASKI.....SCT

The foregoing Lease was subscribed and sworn to before me by Lessor, Lakeside Haven Apartments LLC, by Denny Brummett, a duly authorized representative, on this ____ day of _____, 20____, as his voluntary act and deed in due form of law.

My Comm. Expires: _____
ID No. _____

Notary Public

COMMONWEALTH OF KENTUCKY
COUNTY OF PULASKI.....SCT

The foregoing Lease was subscribed and sworn to before me by Lessee(s), _____, on this the ____ day of _____, 20____, as his/her/their voluntary act and deed in due form of law.

My Comm. Expires: _____
ID No. _____

Notary Public

THIS INSTRUMENT PREPARED BY:

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