

**THE FOLLOWING RULES ARE A PART OF THE ABOVE RENTAL AGREEMENT**

1. We limit the occupancy of our units to one family and not more than two persons to a bedroom.
2. Articles are not to be left in storage rooms, halls, under steps, on the lawn or in surrounding parking lots.
3. Replacing of electric light bulbs is the responsibility of the Resident.
4. Locks may not be changed or additional locks installed on the doors without authorized agent's consent.
5. Residents will be responsible for all damages resulting from their own negligence.
6. NO PETS without permit.
7. No bikes, skateboards or skates in hallways or walkways.
8. Children may not use balconies, parking lots, or laundry rooms unless accompanied by an adult.
9. Normal maintenance calls should be made between 9 a.m. and 5 p.m. weekdays.
10. When we receive a 30 day written notice of move-out, we will send an itemized list describing what you need to do to prepare for your move-out inspection.
11. Residents must use their own discretion in using recreational or laundry facilities. Only immediate family of residents living on premises may use facilities and they must use them at their own risk.
12. Residents must register any vehicle with the management.
13. Furnace filters shall be cleaned or replaced monthly by residents.

**I HAVE READ THE ABOVE PROVISIONS AND I HAVE INSPECTED THE PREMISES AND ACCEPT THEM AS THEY ARE. I AGREE TO OCCUPY THE PREMISES ACCORDINGLY.**

- ❖ Any violation of the lease rules will result in termination of this lease by the management.
- ❖ **JOINT AND SEVERAL OBLIGATION:** Each resident under the Lease is jointly and severally (individually) liable to the Owner for the total rent due and for damages inflicted upon the leased premises. This means that if one Resident fails to pay rent or pay for the damage done to the premises, any one of the other Residents may be held liable by Owner.
- ❖ I have had the location and/or function of the following items explained to me: dumpster or trash bin, breaker box, water heater pilot light and shut-off valve (if applicable), furnace filter access, smoke alarm operation and test, thermostat operation, toilet and faucet operation (water shut-off if applicable), A/C condensate lines and ceiling panels (when applicable), common areas—laundry, storage, etc. (if applicable). Initials: \_\_\_\_\_

	AUTHORIZED AGENT
	DATE
RESIDENT (S)	CO-SIGNER
DATE	DATE

UTILITIES: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_ RENEW: \_\_\_\_\_

PAID: \_\_\_\_\_

## LAFAYETTE ENTERPRISE

850 River Dell Court  
Louisville, KY 40206  
894-8899

General Manager: Jennifer McGuirk

MONTHLY RENT: Due on or before the first day of  
each month in advance

LEASE: ONE YEAR

- Paid by 5<sup>th</sup>: \$ \_\_\_\_\_
- Paid 6<sup>th</sup>—15<sup>th</sup>: (money order) \$ \_\_\_\_\_
- Paid 16<sup>th</sup>—Court Date: (money order) \$ \_\_\_\_\_

Security Deposit of \$ \_\_\_\_\_  
held at PNC Bank  
Account 30-95101202  
Interest bearing account to owner.

LESSEE:  
Name: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
Zip: \_\_\_\_\_

LESSOR: LAFAYETTE ENTERPRISE  
Agent to Lessor: Jennifer McGuirk  
Pam Condon  
Molly Hollenbach  
Joyce Crawford  
Susan Bingham  
Pauline Goebel  
Kasey Hollenbach

Location—Description of Leased Premises:

Individuals to occupy apartment:

Utilities to be furnished by Lessor:    Electric    Water    Gas    Sewer    Trash

Resident pays: \_\_\_\_\_

In consideration of the mutual agreements and covenants set forth on the following pages, the payment of rent and the deposit of the amount specified above to secure the premises from damage, the Lessor hereby leases to Resident the premises described above for the term stated. The leased premises shall be used as a dwelling, and not otherwise, and shall not be sublet, assigned or transferred in any manner without the written consent of Lessor.

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1. \*Resident shall pay to Lessor at above address the monthly rent of \$\_\_\_\_\_ on or before the first day of each month in advance. Rent must be paid no later than the 5<sup>th</sup> of the month. Rent paid on the 6<sup>th</sup> or later must be a money order for the amount of \$\_\_\_\_\_. Returned checks must be replaced with a money order for the amount of \$\_\_\_\_\_. In addition to the \$50 late charge, there will be an additional \$88 court filing fee, due to eviction proceedings, for money order payments made after the 15<sup>th</sup>.
2. Resident shall not at any time use the premises, or permit them to be used, in such a manner as to create a hazard that would endanger him/herself or other residents. The owner is not held responsible for a violation of this kind.
3. Resident shall:
  - a. Comply with all obligations imposed by building and housing codes materially affecting health and safety;
  - b. Keep that part of the premises that he/she occupies or uses as clean and safe as possible;
  - c. Dispose from his/her dwelling unit all garbage, rubbish and other waste in a clean and safe manner;
  - d. Keep all plumbing fixtures in the dwelling unit or used by Resident as clean as possible;
  - e. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in the premises;
  - f. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
  - g. Abide by any rules or regulations adopted by the Lessor to promote the convenience, safety or welfare of residents on the premises.
4. To secure the property of Lessor from damage, Resident has placed with Lessor a security deposit. This deposit will be utilized as a fund for repairing damage to the leased premises. It is not an advance of rent, and may not be deducted from a rental payment at any time.
5. Resident shall make no alterations or additions nor install or maintain on the premises major appliances or devices of any kind without in each case obtaining written consent of Lessor.
6. \*Lessor does not insure Resident's person or personal property in the leased premises. Occupancy shall be at the risk of the Resident only, and that Resident should carry renter's insurance. Water beds and aquariums up to 25 gallons permitted only with proof of renter's insurance.
7. The Lessor shall have access to the leased premises at any reasonable time in order to inspect, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or show premises to prospective purchasers, tenants, workmen, or contractors.
8. \*If Resident locks him/herself out of the apartment and must be let in by a member of our staff a charge of \$50 will be made AT TIME DOOR IS OPENED. If keys are lost, Resident must pay for their replacement.
9. While Resident lives with us he/she agrees to replace all broken, cracked or splintered glass in the apartment.
10. Resident shall not possess, store or use any type of fireworks anywhere on the premises.
11. \*Resident must cooperate to eradicate any bugs or pests on the premises. A \$25 charge will be assessed if exterminator's instructions are not closely followed.
12. \*Resident must notify maintenance if A/C panel produces moisture. The moisture results from clogged A/C lines. Maintenance personnel will be sent right away to clean out the clogged lines.
13. \*Vehicles – No truck (larger than a pick-up), go-cart, mini-bike, boat, camper or trailer will be permitted on the premises without prior written approval of the Owner. No car repairs on the premises. All vehicles must be operable, have air in the tires, have all major components in tact--including windows and windshield--and be reasonably clean. No vehicle or moving truck shall be on the grass. All such vehicles WILL BE TOWED without notice at the expense of the resident. No car washing allowed on premises.
14. \*Owner, manager, agents, employees or subcontractors cannot be held responsible for health conditions caused by lead paint, which could have been used in buildings constructed prior to 1978, or lead content in vinyl mini blinds.
15. If you shall violate any covenant, term or condition of this agreement and we shall employ an attorney to take other action, you shall pay all costs incurred by us, including counsel fees.
16. \*After you have fulfilled the time agreement stated in the lease, your lease will be on a month to month basis. You or the management may terminate that agreement upon thirty (30) days written notice given on the first (1<sup>st</sup>) day of the month on which rent is payable, in advance, effective from the first (1<sup>st</sup>) day of the month. Following such notice you shall: pay rent for said month in advance, leave apartment in good repair and turn in keys at the move-out inspection, which will be scheduled on or before the last day of the month. Extra rent will be due for each day after that until inspection and return of keys takes place. Any damage beyond normal wear and tear will be deducted from security deposit. Deposit will be returned by mail to forwarding address within thirty (30) days from the date keys are returned and inspection occurs.
17. \*If, in an emergency, Residents fail to fulfill the time agreement stated in the lease, they must pay two months rent on the day the 30 day written notice is given and forfeit the security deposit. In addition, if Resident defaults in the performance of any lease obligation, owner may terminate this lease or terminate the right to possession of the premises. Resident shall remain liable for any charges associated with preparing the apartment for re-rental: \$100 re-rental fee; advertising; painting; cleaning; carpet cleaning/replacement; maintenance.
18. A thirty (30) day written notice is always necessary to vacate apartment at the end of the lease term, at its renewal, upon breaking the lease, during eviction, and when on month-to-month.
19. Neither party has made any promise not in this lease. Changes made during the lease term must be written and signed by both parties. Owner may make changes at renewal for month-to-month terms by 30 day written notice.
20. All residents are entitled to the quiet enjoyment of the apartment they occupy. All residents have the obligation to respect the quiet enjoyment of others. Quiet hours are from 11:00 p.m. to 7:00 a.m. During those hours residents are required to keep electronics, appliances, and all other noises at a minimal volume. At all other hours a reasonable level of quiet must also be maintained. All residents are also entitled to live normally and emit the sounds of normal life.
21. By order of the Fire Marshall, no grills or grilling supplies may be used or stored on balconies or patios, or within ten feet of any building.
22. Satellite dishes only with consent of Management and with these unalterable limits: no dish may be affixed to any part of the building or other edifice on the property; no dish may be erected in common areas, such as hallways, breezeway or on property grounds; no alteration to the property will be allowed to accommodate satellite dishes or their constituent parts.

**ALL NOTICES CALLED FOR IN THIS LEASE ARE TO BE IN WRITING**