

Marquis Middle
Residential Lease Agreement

407 Marquis Avenue
Lexington, KY 40502

This lease agreement, made this ____ day of _____, 2012, by and between FEDE, LLC, herein called "owner", and _____

herein called "resident", hereby stipulates: That in accordance with the provisions of the lease agreement, Owner agrees to lease to Resident the property located at 407 Marquis Avenue, Unit _____ for a term of _____ months beginning the _____ day of _____, 2012, to be occupied only as a residence and not otherwise. After the initial term of the lease, the lease will continue to be in force on a month-to-month basis – at LANDLORD's option .

That, in consideration of this lease agreement, Resident agrees to pay Owner the sum of _____, payable in monthly installments of _____ each. All rental payments are payable on the first day of each month in advance to FEDE, LLC, 609 West Short Street, Lexington, KY, 40508. Resident further agrees to pay the Owner the amount of \$500.00 as deposit for this lease. By signing below the Resident agrees to all Lease Provisions contained herein.

Resident Signature: _____ Phone: _____

Date: _____ E-Mail Address: _____

Resident Signature: _____ Phone: _____

Date: _____ E-Mail Address: _____

Resident Signature: _____ Phone: _____

Date: _____ E-Mail Address: _____

Resident Signature: _____ Phone: _____

Date: _____ E-Mail Address: _____

Lease Provisions

The following is hereby agreed:

1. Owner agrees to lease to Resident a residential unit that complies with the applicable laws and regulations for safe and comfortable residency, and that Owner agrees to make such repairs and adjustments as Owner may deem to be worthwhile in order to maintain such residential conditions.
2. Resident agrees to keep said unit in good and tenantable repair, and to return the unit in as good as condition as received, normal wear considered.
3. Resident agrees to pay all costs for replacements and/or repair damages done to said unit its fixtures when damaged by misuse or neglect by Resident, his family or guests at the time of damage.
4. Resident agrees not to wallpaper, paint, or make any alterations or additions to said unit.
5. Resident agrees not to sublet, underlet, or assign the premises in whole or part.
6. Resident agrees not to use said unit for illegal purposes.
7. Resident agrees that his personal property shall be maintained in said unit at his/her sole risk, and that Owner shall in no way be responsible for said personal property loss, destruction, theft, or damage unless caused by the negligence of Owner or his employees or agents.
8. Resident agrees to the following list of reasons upon which Resident agrees to vacate said apartment, without demand and without notice: (a) whenever any portion of the rent is due and unpaid, (b) whenever the unit is being used for purposes other than agreed to in this lease, (c) whenever Resident, or his family or guest shall become a nuisance in the sole opinion of the Owner, (d) whenever any part of this lease is violated by Resident, but however, Resident shall not be at liberty to terminate this lease by any act of his own, but Owner may on or after the violation of any condition herein, at his option, proceed to enforce the lease terms. If the Owner orders the resident to leave the unit under these terms all rent is due per the terms of the lease.
9. Owner reserves the right to constantly retain and use a pass key to said unit during reasonable hours in order to inspect same, to make necessary repairs or to do maintenance, or in the case of emergencies. The agreement shall never render Owner liable in any manner to resident.
10. Resident agrees to comply with all rules and regulations established by Owner which may be announced to Resident and as same may be changed from time to time hereafter, and said rules and regulations are made part of the conditions of this lease.
11. Owner stipulates, that where and when applicable, the term "Owner" may also be construed to mean "Management".
12. All wall hangings are to be hung with PUSHpins. No nails, screws, or adhesive type hangers shall be used. These all cause damage to the walls. No items on back of doors.
13. Upon expiration of lease, a written 60-day notice is required on the provided form "**Notice of Intent to Vacate**". Failure to vacate by the last day of the lease will result in a charge of FIVE TIMES THE DAILY RATE.
14. During the last 45 days of this lease, Owner shall have the privilege of displaying the "For Rent" sign on the premises and of showing the property to prospective tenants.

Lease Provisions

Rules and Regulations:

In order to maintain a proper residential atmosphere for all residents, the Owner has established the following rules and regulations. The resident agrees to abide by the following:

1. Rent Payment- All rent is due and payable on the first day of each month to:
FEDE, LLC
609 West Short Street
Lexington, KY 40507
Checks or money orders should be made payable to FEDE, LLC. Please note the unit number on your check, i.e. #201.
2. Returned Checks- Checks returned by a bank due to insufficient funds shall be assessed a \$50.00 fee.
3. Payments to the Owner: I agree that all payments made by me to LANDLORD will apply first to any outstanding late payment fees and any other charges due, and lastly to the monthly rental.
4. **No Pets. Violation of the pet policy will result in loss of deposit. \$20 per day fee will also be charged to tenants.**
5. Disturbances- Residents must make every possible effort not to disturb their neighbors by loud use of radios, TV's stereos, or other activities.
6. Refuse Removal- All garbage and trash must be placed in the dumpster as directed by the owner. No paint, chemicals, mattresses, furniture or other items not accepted by the Lexington-Fayette Urban County Government shall be placed in the dumpster. The dumpster area will be kept clean and neat at all times.
7. Autos- Unlicensed and derelict vehicles are not allowed to remain in any parking area or driveway. Autos parked in a way as to block any passageway will be towed at the Resident's expense. Off-street parking is available on a first come, first served basis and is for residents only. You will be issued one sticker per vehicle to identify you as a resident. This should be placed in your rear window. Permit expires with lease. All parking spaces are for resident use only. There are no extra spots. Friends and family will need to find parking nearby, or will be towed by independent towing company.
8. Maintenance Request- Requests for service and repairs should be requested via e-mail to MMApts@Insightbb.com. **Emergency repair situations only** should be made on our business line, 859-494-0904.
9. Legal Expenses - I agree to pay all legal charges incurred by LANDLORD required to enforce the terms of this agreement. I understand that any unpaid balance will accumulate interest at 1% per month, compounded monthly.
10. Property Conditions – I agree to keep the rental unit in good and tenantable repair, and to return the rental unit in the same clean condition as it was received. I agree not to let garbage, trash, dirty laundry, etc. accumulate on premises. I agree not to drive my vehicle on any part of

premises not designated for automobile use. I agree to keep interior and exterior premises of rental unit in a clean and healthy condition.

11. Liability - I release owner from liability for and agree to indemnify owner against all losses incurred by resident as a result of: (a) my failure to comply with this lease; (b) any damage or injury happening in or about the rental unit to my invitees or licensees or such person's property not caused by owner; (c) damage or loss in or about the rental unit caused by me, my family, my invitees or licensees; or (d) my failure to comply with any requirements imposed by any governmental authority; and (e) any judgment, lien or other encumbrances filed against the rental unit as a result of my actions.
12. Enforcement - Failure of the owner to insist upon strict compliance with the terms of this lease shall not constitute a waiver of owner's right to act on any violation.
13. Occupancy – The Resident shall not abandon the rental unit. If my personal property remains in the unit after termination or expiration of this lease or abandonment of the unit, the owner may, without notice, store or dispose of same and re-let the rental unit.
14. Key Fob – Each resident will be issued one (1) key fob and access code for entry into the building. One key will be issued to each resident for entry into the unit. The deposit includes \$50.00 for these items.
15. Additional Rules - The owner reserves the right to formulate additional rules and regulations as may be necessary to maintain the highest possible standards.
16. Utilities - Resident is responsible for setting up your own utility accounts and paying them in accordance with the utility company requirements. Resident will pay all Electric, and Water and Internet/Cable/Phone charges. Any utility charges paid by the LANDLORD will be charged to me along with a \$5.00 service charge. I agree to reimburse LANDLORD upon receiving written notification of all paid charges:

Electric – Kentucky Utilities: 859-255-0394
Water- KY-American: 859-269-2386
Internet/Cable/Phone – Insight: 859-514-1400

Signatures

Occupants of Unit (Print Names)

- (1) _____
- (2) _____
- (3) _____
- (4) _____

Effective Date of Lease _____

End Date of Lease _____

Amount of Damage Deposit _____

Pro-rated Rent Paid _____

Owner _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Signature of Lease Guarantor

Guarantor _____ Date _____

Guarantor Name _____

Guarantor Address _____

Guarantor Phones: _____ Cell

_____ Home

_____ Work

NOTICE OF INTENT TO VACATE

Date of Notice _____ Resident _____

Address _____

Home Phone _____ E-Mail _____

I, the undersigned, hereby serve notice that I intend to vacate above address on the ____ day of _____, 20____.

If you have fulfilled all the terms of your lease, you may anticipate a deposit refund. However, in order to receive a complete refund, several check points for you to observe are listed below. Please remember that your liability is not limited by the amount of your damage deposit.

- You will be responsible for any and all cost incurred by any other party due to your failure to vacate premises on the date indicated above.
- This notice may not be restricted nor may the date of vacating be changed except by written consent of the Owner.
- You are responsible for full month's rent. Damage deposit may not be applied toward any rent due.
- Failure to return all keys (apartment and building entry key fob) issued for your apartment will result in an automatic charge of \$50.00. I also understand that the apartment will not be considered vacated, and I will be responsible for rent until all keys are returned.
- I understand that giving up this notice does not relieve me of any liability that I may have under my present lease agreement.

Comments _____

New address _____

Reason for Vacating _____

Signature of Tenant _____

NOTICE TO CO-SIGNER

Marquis Middle Apartments
407 Marquis Avenue
Lexington, KY 40502

You are being asked to guarantee this lease agreement between FEDE, LLC (owner) and _____
(resident). Owner is leasing resident the property located at 407 Marquis Avenue , Unit _____
For the term of _____ months beginning the _____ day of _____ 20____. Resident agreed to pay
owner the sum of _____ payable in _____ monthly installments of _____
each. If resident fails to pay their monthly rent or breaks their lease prior to the first of each month you will
be responsible for their rent as well as any applicable late fees or damages.

By signing below, you accept this responsibility and acknowledge receipt of a copy of this notice.

Dated: _____

Signed: _____

Address: _____

Home Phone: _____

Work Phone: _____

Cell Phone: _____

E-Mail: _____