

This Form Has Been Approved By The Kentucky Real Estate Commission
(This is a Legally Binding Contract. If you do not fully understand the terms of this contract, contact an attorney.)

**SAMPLE RESIDENTIAL LEASE
(KREC)**

PARTIES

Landlord: _____
(print name)

Address: _____

Tenant(s): _____

(print name(s))

1. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the premises located at _____, Kentucky _____.

2. **TERM.** The Term of this Lease will begin on _____, 20__, and end on _____, 20__. This Lease shall not automatically renew or convert to a month-to-month tenancy. Either party may terminate this lease upon thirty (30) days prior written notice to the other party.

3. **SECURITY DEPOSIT.** Upon the execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount of \$_____ to be held as security for the payment of rent and the faithful performance by Tenant of all of its obligations in the Lease.

Landlord may use the security deposit to repair any damage to the Premises caused by Tenant or its guests, and to clean the Premises upon termination of this Lease. The security deposit shall be held and applied as provided by the laws of Kentucky. The security deposit shall be placed in the _____ (insert bank name) Bank in bank account # _____ (insert bank account number pursuant to KRS 383.580). If Tenant fully performs its obligations hereunder, the security deposit, or balance, shall promptly be returned to Tenant after the termination of this Lease.

4. **RENT.** Tenant agree to pay Landlord rental payments in the amount of \$_____ per month, payable on the first day of each month during the Term of this Lease.

Tenant shall pay the rent either by hand delivery or mailing it to Landlord at the address listed above. Tenant shall take all necessary precautions to ensure the safe and prompt delivery of each rent payment. Landlord shall consider rent received by mail after the due date as timely paid as long as it is post-marked by the due date.

5. **LATE CHARGES.** If Tenant fails to pay any installment of rent or any other amount within five (5) days of the due date, the Tenant shall pay Landlord a late payment charge in the amount of \$_____.

6. **POSSESSION.** Landlord shall be ready to deliver possession of the Premises to Tenant at the start date of the tenancy. If Landlord is unable to deliver possession due to circumstances beyond his control, he shall have ten (10) days to remedy the situation and put Tenants into possession. If he fails to do so, Tenants may immediately terminate the Lease and recover all prepaid rent and deposits.

7. **USE OF PREMISES.** Tenant shall not permit any other person to occupy the Premises. Tenant shall use the Premises only as a residential dwelling. Tenant shall not use the Premises or permit any guests to use the Premises for any unlawful activities or to unreasonably interfere with the rights, comforts, or conveniences of their neighbors or other Tenants.

8. **UTILITIES.** Tenant will pay for the following utilities and services furnished to the Premises: _____.

Landlord will pay for the following utilities and services furnished to the Premises: _____.

Landlord shall not be liable for the interruption or failure of any utility or service if due to any cause beyond Landlord's control.

9. **APPLIANCES.** Landlord will provide the following appliances in the Premises: _____.

Tenant shall not remove the appliances from the Premises without the permission of Landlord. Landlord shall be responsible for any damages and/or repairs needed for the listed appliances so long as the damages and/or repairs are not due to the actions of the Tenant.

Tenant plans to provide the following appliances in the Premises:

Tenant is solely responsible for any damages and/or repairs needed for these listed appliances.

10. **SUBLEASES AND ASSIGNMENTS.** Tenant shall not sublease or assign the Lease without the prior, written permission from the Landlord. Landlord shall not unreasonable deny permission to sublease or assign.

11. **MAINTENANCE AND CONDITION.** Tenant acknowledges that it has examined the Premises and furnishings and personal property and that they are in a good and habitable condition. Tenant shall keep the Premises and furnishings and personal property in a clean and sanitary condition and in as good order and repair as they were at the commencement of this Lease, ordinary wear and tear excepted.

Tenant shall dispose of all garbage in designated disposal facilities. Tenant will pay for all damage to the Premises and repairs required due to the misuse or negligence of Tenant or Tenant's guests. Landlord will maintain the Premises and common areas in a habitable condition. Landlord and Tenant each agree to maintain and repair the Premises in compliance with all laws, ordinances and regulations applicable to them. Tenant agrees to promptly give notice to Landlord of any required repairs or unsafe conditions and Landlord will be afforded a reasonable period of time to complete the same.

12. **PETS.** Tenant shall be allowed to keep the following pet(s) in or about the Premises: _____. No other animals or pets of any kind may be kept in or about the Premises without Landlord's prior written permission.

13. **ALTERATIONS.** Tenant shall not alter or permit any alteration of the Premises, including but not limited to paint, wallpaper, structural alterations or removals, and additions of fixtures (including TV antennae or satellite dish receivers), without the prior, written permission of Landlord. This clause pertains to any alterations made inside and outside the Premises, including changes to the surrounding land or common areas.

14. **ACCESS.** Landlord and its agents may enter the Premises at all reasonable times and upon reasonable notice to Tenant to conduct inspections, make necessary or desired repairs or improvements, or to show the same to prospective tenants, buyers or lenders. Landlord may also enter the Premises when the same appear to be abandoned and for the purpose of placing signs offering the Premises for sale or rent. In an emergency, and as permitted by law, Landlord may enter the Premises without prior notice to Tenant.

15. **TERMINATION IN EVENT OF SALE.** It is expressly agreed that Landlord, at its option, may terminate this Lease upon ____ days notice to Tenant in the event of a sale of the building containing the Premises.

16. **LOSS OR DAMAGE.** Unless, caused by the negligence of Landlord, Landlord will not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises. Tenant acknowledges that it is Tenant's responsibility to insure its own possessions.

17. **DEFAULT.** Tenant will be in default of this Lease upon the occurrence of any one of the following events:

- a. failure to pay any installment of rent or any other amount hereunder on the date it is due;
- b. failure to perform or comply with any other agreement, term or condition of this Lease;
- c. abandonment of Premises;
- d. any misrepresentation or omission of Tenant mad to Landlord in connection with this Lease; or
- e. assignment for the benefit of creditors by, appointment of a receiver for, or any filing of a petition under any bankruptcy or debtor's relief law by or against Tenant or any guarantor.

18. **REMEDIES OF LANDLORD.** Upon any default by Tenant, Landlord may, at its option, terminate this Lease and/or commence eviction proceeding in accordance with the laws of Kentucky.

19. **WAIVER OR BREACH.** No waiver of any breach of the Lease on any one occasion shall be construed to operate as a general waiver of another breach on a subsequent occasion. If any breach occurs and is later settled by the parties, this Lease shall still continue to bind the parties until amended, in writing, by the parties.

20. **SURRENDER.** At the expiration or sooner termination of this Lease, Tenant will remove its possessions and peaceably deliver possession of the Premises to Landlord in as good repair and condition as they were at the commencement of this Lease, ordinary wear and tear excepted.

Any personal property left on the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and Landlord may remove, store and/or dispose of the same as it sees fit, subject to the applicable law.

21. **DISCLOSURE OF LICENSEE STATUS.** The owner of the Premises is a licensed real estate broker licensed in the State of Kentucky.

22. **SEVERABILITY.** The provisions of this Lease are severable, and if any part of the Lease is held illegal, invalid, or inapplicable to any person or circumstance, the remainder of this Lease shall remain in effect.

23. **ENTIRE AGREEMENT.** This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representation that are not set forth herein. This Lease may only be amended in a writing that is signed by both Landlord and Tenant.

24. **APPLICABLE LAW.** This Lease will be interpreted and enforced in accordance with the laws of Kentucky.

25. **LEAD-BASED PAINT DISCLOSURE.** For Landlords whose premises were built prior to 1978 you are required by law to provide a Lead-Based Paint Disclosure to

the Tenant. By initialing here, Tenant acknowledges receipt of the Lead-Based Paint Disclosure Form. _____

We, the undersigned, hereby represent that we have read this entire Lease and agree to be bound by its terms and conditions.

Landlord:

| | |
|----------|-----------|
| _____ | _____ |
| Landlord | Date/Time |

Tenant(s):

| | |
|--------|-----------|
| _____ | _____ |
| Tenant | Date/Time |

| | |
|--------|-----------|
| _____ | _____ |
| Tenant | Date/Time |

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| _____ | _____ |
| Tenant | Date/Time |