

**SCOTT PROPERTIES, LLC
LEASE AGREEMENT**

This lease agreement, made this ____ day of _____, 200__ by and between SCOTT PROPERTIES, LLC, of the City of Morgantown, County of Monongalia, State of West Virginia, hereinafter called "LANDLORD" and

Hereinafter collectively called "TENANTS".

It is hereby expressly covenanted and agreed between LANDLORD and TENANTS as follows:

1. LANDLORD hereby lets and demises unto TENANTS Unit __ of, SCOTT PROPERTIES, LLC. This unit, consisting of a __ bedroom apartment unit, furnished / unfurnished, situated at _____, in the County of Monongalia, State of West Virginia, _____. The lease is for the term of approximately 12 months, at the monthly rental of \$_____, in advance, which sum includes the above described rental unit. All payments thereof to be made the 25th day prior to each months rentals for the rent due for the next calendar month during the term of the agreement. The first payment thereof to be made April 25, 2008 and each successive payment being due on the 25th day of each month thereafter during the term of the Lease, with final payment due on or before March 25, 2009. The first payment due on April 25, 2008 is to cover May 15, 2008 through June 14, 2008, and the final payment is to cover April 15, 2009 through May 13, 2009.
2. TENANTS shall deposit with LANDLORD a security deposit in the sum of \$_____ upon the execution of the Lease, said security deposit to be returned to TENANTS within a reasonable time upon completion of repairs of damages after the termination of this lease, provided that (a) ALL TENANTS' ACCOUNTS ARE PAID UP TO DATE, INCLUDING RENT, LATE FEES, AND GARBAGE FEES, AND (b) LANDLORD and TENANTS have agreed after due inspection that the said leased premises have suffered no damage, other than normal reasonable wear and tear, as a result of the TENANTS occupancy. This security deposit MAY NOT be applied to rent payments in any way except if Tenant is delinquent in paying rent and the Landlord chooses to apply it towards rent at his sole discretion. In the event of disagreement on point (b), the parties further agree to appointment of an independent inspector, approved by both parties, whose costs are to be incurred by the party that is wrong, and whose decision with respect thereto shall be binding.
3. TENANTS shall have the right to sublet the leased premises, subject to the prior written approval of the LANDLORD, which prior approval shall not be unreasonably withheld. TENANT understands 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.
4. TENANTS agree to, at the end of or sooner termination of this lease, peaceably deliver unto the LANDLORD the premises in as good order and repair as the same now are, reasonable wear and tear excepted, and to remove and all rubbish and refuse matter therefrom, within the day of vacating said premises, and that the following list will constitute the minimum cleaning requirements to be, or caused to be, done by the TENANTS prior to the return of the TENANTS security deposit: (a) clean all walls and ceilings; (b) professionally shampoo all carpets; (c) scrub and wax all floor areas, including under the stove and refrigerator, and washer / dryer areas; (d) clean out all bathroom fixtures, vanity, tile, drawers, cabinets and shower; (e) clean stove, refrigerator and kitchen cabinets, inside and out; (f) clean all doors and door facings; (g) vacuum all furniture if apartment is furnished; (h) all light fixtures are equipped with working light bulbs, (I) clean all window blinds and ceiling fans. The tenant is required to complete a check-out form available from management or at ***scottpropertiesllc.com (username – scottprop, password – moveout)*** and return via e-mail. LANDLORD may make deductions from the security deposit to pay for any such work as may be reasonably necessary.
 - Please call the office with the date that your apartment will be vacant. The apartment must be vacated and ready for occupancy by midnight of May 13, 2009. All belongings must be removed by this time, as well any garbage, and all cleaning completed. Any delay in the new

tenants moving in will be charged at a prorated amount or actual cost to you. The following charges will apply for services that must be completed:

Painting / Patching – There will be a \$50.00 minimum charge for any painting or patching work that must be done and will be charged at a rate of \$20.00 per working hour for every hour after the first hour, plus the cost of paint and materials. If you choose to paint your apartment, we will supply the paint.

Cleaning – A minimum charge of \$100.00 will apply for any cleaning that must be done and will be charged at a rate of \$20.00 per working hour per person for every hour after the first hour.

Carpet Cleaning – A minimum charge of \$100.00 for a one bedroom will be charged, \$150.00 for a 2 bedroom and \$175.00 for a 3 bedroom, \$250 for house exceeding 3 bedrooms. If you have another company shampoo your carpets, you must turn in the receipt to us at the time of your inspection.

Tenant understands that he/she must be moved out, their apartment or house must be cleaned, all damages must be repaired, and the keys must be returned before the last day of the lease. Anything in said apartment after that date will be assumed to be abandoned, and will belong to the LANDLORD or will be thrown away. LANDLORD reserves the right to charge a minimum dump fee of \$100.00 per item required to be removed and transferred to the local sanitation station.

5. LANDLORD agrees to provide the TENANTS with an itemized list of all deductions from the deposit.
6. TENANT agrees to inspect, accompanied by LANDLORD, if requested, the rental unit at the beginning of the occupancy of the premises, and, if necessary, to provide an inventory an itemization of damages present at such time; to provide a copy of the list, when completed, to LANDLORD. At the end of the TENANTS occupancy, but prior to the occupancy of the next tenants, LANDLORD to inspect, accompanied by TENANTS, if so requested by the TENANTS, which request must be 14 days prior to writing, and against TENANTS. If no notification is given, FOURTEEN (14) days prior to end of TENANTS occupancy, of TENANTS intention to complete the aforementioned list as stated in section 4, the LANDLORD will at his option, enter said rental unit upon TENANTS vacating said rental unit to complete the itemized list.
7. TENANTS shall be bound by the restrictions, protective covenants, charges, reservations, rights of way and any other masters and conditions as set forth in any and all documentation that exists or will be imposed by SCOTT PROPERTIES, LLC, all of which, by the acceptance of the Lease Agreement, provided that TENANTS are given reasonable notice thereof, the TENANTS covenant and agree to abide by and full perform as part of the consideration for the letting of the above described unit.
8. TENANTS agree to pay rent punctually on the day it falls due and payable at the address of **SCOTT PROPERTIES, LLC**, to-wit: **P.O. Box 818, Morgantown, WV 26507-0818**, without demand being made thereof. A late fee off twenty-five dollars (\$25) shall be charged to TENANTS after five (5) days from the due date of said rental payment, plus a fee of \$5.00 per day until paid in full. This late fee will also apply to all charges billed to tenant such as rent, utilities, repairs, and any and all charges. Tenants agree that any and all monies collected by Landlord shall be applied to the oldest charge first and the balance to the rent or then to a newer charge. All non-sufficient funds or returned checks will be billed a minimum fee of \$50.00 / check.
9. TENANTS will _____, LANDLORD will pay _____ of the utilities. TENANT agrees to keep heat in unit at a reasonable level. In particular, TENANTS acknowledge the importance of maintaining a heated unit during cold weather on any vacations to prevent freezing of pipes and other possible related damages. In the event that the LANDLORD inspects the leased premises, and finds that the TENANTS have had the heat

turned off, then, in such event, TENANTS shall owe unto the LANDLORD a Fifty Dollar (\$50.00) charge, which shall be due from TENANTS unto the LANDLORD immediately upon demand, and further in the event that the TENANTS have had the heat turned off, the TENANTS shall be liable unto the LANDLORD for any and all damages that may occur or result of LANDLORD'S property as result of the heat being turned off. The TENANTS are responsible to ensure that the humidity level of the unit is controlled within reason for the duration of the term of the lease agreement, i.e. allowing fresh-air exchange through the use of air-conditioning, opening windows, use of furnace, etc. The LANDLORD may not be held responsible for mold conditions if the TENANT has not turned on utilities and/or made reasonable attempts to control humidity levels during the term of the lease agreement.

10. If at any time during and before the expiration of the term of this lease TENANTS shall remove or attempt to remove or vacate the said unit, or shall make default in any of the covenants herein contained to be performed by TENANTS, said premises may be rendered until all payments are current and, or the whole of the rent for said term then remaining unpaid shall, at the option of the LANDLORD, be and become payable forthwith and it shall have full power and authority to institute any action at law or in equity for the collection thereof, to proceed by distress or any other process of the law to collect the same, or at its option, it may declare the said term ended and re-enter the premises and every part thereof and remove all persons therefrom or to proceed by action for the recovery thereof or otherwise, however. Furthermore, LANDLORD agrees that, in the event of invocation of the provisions of this paragraph, LANDLORD will immediately undertake to re-let the demised premises at a reasonable rental rate, and any rentals received in connection therewith shall be credited to the account of TENANTS, minus any reasonable charges for cleaning, damages, other costs incurred, such as advertising.
11. LANDLORD agrees that if TENANTS should vacate the premises without cause and in violation of this Lease Agreement, the LANDLORD shall exercise due diligence to re-let the premises and recovery against TENANTS for rent due is limited to the damages actually incurred by LANDLORD who has exercised such due diligence to re-let the premises.
12. The RULES AND REGULATIONS with regard to the unit herein demised are appended to this lease and made part hereof as "Exhibit B". Reasonable alterations, additions, and modifications thereof may from time to time be made by the LANDLORD, which shall be not otherwise be inconsistent with the provisions of this Lease Agreement, and shall be considered a part of this Lease Agreement with the same effect as though written herein, and the TENANTS covenant and agree that said RULES AND REGULATIONS shall be faithfully observed by the said TENANTS and expressly reserved by the said LANDLORD to reasonably add to, alter, modify or rescind, from time to time, such RULES AND REGULATIONS, upon ten (10) days notice to tenants.
13. The TENANTS may, if in compliance with this Lease Agreement, renew this lease before November 25, 2009. Any such renewal will be at the then applicable rental rate. If not renewed, LANDLORD may at reasonable terms and with reasonable notice exhibit the unit to prospective tenants. LANDLORD will provide a written letter prior to the next rental season to serve notice of intention to show the premises at reasonable times.
14. If any of the rules, regulations or agreements of said lease are violated in any manner by the TENANTS, the LANDLORD, at its option, after a written notice shall have the right to service and enforce a five (5) day eviction notice to TENANTS, shut off any utilities, tow tenants vehicle, or may immediately render such unit and prepare it to be released.
15. TENANTS are jointly and separately responsible for the entire amounts of rent per month, and are jointly and separately responsible for any and all charges and any damage to premises caused by them.
16. TENANTS are responsible to carry renters insurance, including flood insurance, or the equivalent thereof on his or her personal property and belongings. LANDLORD shall not be liable for personal injuries or property damage, or loss from theft, vandalism, fire, water, hurricane, rain, explosion, or

any other causes whatsoever, unless the same is due to the negligence of the LANDLORD, its agents, servants, or employees. LANDLORD shall not be liable for loss or damage resulting from failure, interruption, or malfunction of the utilities, appliances, or fixtures provided to the TENANTS under the terms of this lease agreement. Further, LANDLORD shall not be liable to the TENANTS or the TENANTS invites family, employees, agents, or servants for any personal injuries or damage to personal property caused by any act or negligence of any other person on said premises other than the LANDLORD and the agents, servants and employees of the LANDLORD. TENANTS hereby agree to indemnify and hold harmless the LANDLORD from and against any and all claims for damages to property or personal injury and costs including attorney's fees, arising from TENANTS use of the premises, and grounds, or from activity, work, or things done, permitted, or suffered by TENANTS in or about the premises.

17. LANDLORD agrees to keep the premises, including all furniture and appliances furnished by the LANDLORD, in reasonable repair during the term of the Lease Agreement, except when disrepair has been caused by the action of TENANTS or their guest(s). LANDLORD will be given reasonable time to repair or replace appliances upon malfunction. Further, it is the responsibility of the TENANT to notify the LANDLORD of said need for repair and the LANDLORD is held harmless until such notification is given.
18. TENANT acknowledges he/she has inspected premises and found that they are inhabitable and satisfactory in all respects at the time of this lease signing and that normal wear and tear is accepted prior to actual lease effective date. Further, it is the TENANTS responsibility to complete the check-in form per section 20 of this agreement regarding needed repairs or damages identified at time of check-in.
19. TENANT acknowledges that the fire alarm works and that the batteries are in good working order. TENANT assumes all responsibility to check the smoke detector at move-in date and regularly thereafter. It is the responsibility of the tenant to evacuate the building upon the alarm sounding.
20. LANDLORD agrees to allow TENANT five (5) days after the lease start date to complete an on-line check-in form available at scottpropertiesllc.com (*username – scottprop, password – movein*) or by request to identify minor preexisting defects or damages. If the TENANT has not turned in a list within the five (5) day period that shall have the same effect as the TENANT handling the LANDLORD a damage list with no damages on it. The TENANT also gives the LANDLORD a reasonable amount of time to correct the defects or damages as agreed to with the TENANT.
21. TENANT acknowledges that should any litigation occur, it shall be in the courts of Monongalia, West Virginia.
22. TENANT acknowledges that no one is allowed on the roofs in anyway or for any reason. If anyone is caught on the roof they will lose their security deposit, be responsible for any damages, and may face immediate eviction.

SCOTT PROPERTIES, LLC

I UNDERSTAND ALL MY RIGHTS AND OBLIGATIONS UNDER THIS LEASE AND AGREE TO ABIDE BY THEM, AND I ACKNOWLEDGE RECEIVING AN EXACT COPY THE SAME.

TENANT _____ DATE _____

TENANT _____ DATE _____

The landlord acknowledges receipt of the tender of \$ _____ to cover the security deposit and \$ _____ to cover the last months rent.

SCOTT PROPERTIES, LLC

By: _____
ITS AGENT

DATE: _____

Tenant repairs and concerns can be directed as follows:

General Maintenance Request
Scottpropertiesllc.com
Online Forms – Complete Maintenance Request

Emergency Maintenance Line:
319-1498

Bookkeeping / Accounting
296-7400

Main Office
599-5011

**RULES AND REGULATIONS RESPECTING LEASE AGREEMENT
EXHIBIT B**

1. The sidewalks, halls, passages and stairways shall not be obstructed by any or the TENANTS or used by them for other purposes than ingress and egress to and from the respective units, these unleased portions of the building being reserved to and under the exclusive control and regulations of the LANDLORD.
2. Nothing shall be placed on the outside of the building, or on the windows, window sills or projections, and no signs or advertising notices of any kind shall be placed on any part of the building or on the doors of any units herein.
3. No TENANT shall do or permit anything to be done in the building, or bring or keep anything therein which will in any way increase the fire risk of the building, or obstruct or interfere with the rights of other tenants, or in any other way injure or annoy them or conflict with any of the rules and ordinances of the Board of Health.
4. No TENANT will use ordinary extension cords. Only approved power supply cords are permitted. No tenant shall burn candles.
5. No animals shall be kept in or about the premises, except on the written consent of the LANDLORD. Any violation will result in loss of TENANTS security deposit and/or a \$200 fee payable immediately upon said notice, and possible immediate eviction. If Tenant does not remove pet upon notice, Tenant gives Landlord right to do so.
6. No TENANTS or any of their family, guests, or visitors, shall disturb or annoy other tenants or occupants of the building by and unseemly or untimely noises, or cause interference with their rights & privileges in any way.
7. The walls, ceilings, hardwood floors, and woodwork must not be marred by driving nails, tacks, or screws, or by otherwise defacing the same.
8. No alteration, additions, or improvements shall be made in the rented unit without the written consent of the LANDLORD. When made, such shall become the property of the LANDLORD.
9. LANDLORD agrees to enter a rental unit only for the purpose of: (a) making necessary repairs or improvements, including changing filters; (b) exhibiting the rental unto to prospective tenant(s), purchasers, or mortgagees; (c) to distribute notices to the tenant, unless an emergency is reasonably believed to exist.
10. The covenants and agreements herein contained shall be for the benefit of the binding upon the heirs, executors, administrators and assigns, respectively, of each party hereto.
11. No TENANT shall keep, or permit to be kept, a truck or vehicle with GVW over three (3) ton or any unlicensed vehicles, boats, trailers, or any vehicle other than cars or trucks under three (3) ton.
12. The garbage dumpster / cans / totes located on the premises is for the TENANTS garbage only. The TENANTS shall be responsible to place all garbage or debris within lined garbage bags and then place within the available dumpster / totes / cans located on the premises. The TENANTS shall not cause, or permit any garbage or debris to accumulate in the apartment, decks and hallways or grounds of the premises. In the event that the LANDLORD should find any of the TENANTS garbage or debris in the apartment, on the decks, hallways or grounds of the premises, then, in such event, LANDLORD shall cause the same to be removed and placed into the garbage dumpster / totes / cans on the premises and TENANTS shall be liable unto the LANDLORD for a Fifty Dollar (\$50) fee per item and/or bags so removed, which said charge be payable from TENANTS unto the LANDLORD immediately upon demand. In addition, when applicable, TENANTS are responsible to set garbage cans at curbside for pick-up after 6 P.M. the evening prior. The TENANTS are responsible for returning cans to their appropriate location. For each garbage can the LANDLORD must set at curbside or return, the TENANT will be responsible for a Twenty-Five (\$25) fee. All tenants within a building are held mutually responsible for cleaning trash and debris from the common yard space. Garbage service must be maintained until after the next available pick-up date at lease end. TENANTS are responsible for removal of all large items not acceptable for curb-side or dumpster pick-up at end of lease date.
13. LANDLORD will provide TENANTS with a parking permit if required. TENANT acknowledges the fact that the LANDLORD has the right to tow any car without a permit, for blocking dumpsters, other vehicles or for any rent or any other charges owed to LANDLORD.

SCOTT PROPERTIES, LLC

14. LANDLORD will check fire alarms upon moving in to insure proper working order. It will be the responsibility of the TENANT to make sure the fire alarm continues to be in working order by testing on a regular basis. At no time is the fire alarm to be disconnected or removed. LANDLORD reserves the right to charge a \$50 fine for any smoke detector found to be tampered with by the tenant.
15. TENANT will be financially responsible for all service calls for stopped up toilets or sinks or any other service call related to the TENANTS improper use of said premises. All such charges shall be payable on the next payment due following completion of work. TENANT is responsible for any and all light bulb replacements after acceptance of said premises. A minimum \$5.00 fee will be charged for LANDLORD to replace bulbs.
16. At termination of lease, key(s) must be turned in for all doors and mailbox. There will be a charge of Fifty Dollars (\$50.00) for any key not turned in. At no time shall TENANT alter or install a new lock without prior written consent of the LANDLORD. If requested, during the term of the lease the landlord at the tenant request replace the lock for a \$75.00 fee.
17. Upon availability, the LANDLORD will provide a courtesy call to unlock doors between standard working hours of 8 A.M. to 5 P.M. After 5 P.M. and before 8 A.M. the LANDLORD will unlock doors, upon availability, for a standard \$25.00 fee payable at time of services rendered.
18. It is the responsibility of the TENANT to have all utilities turned into their name, for the utilities they are responsible for paying from the start of the lease and continue to be in their name until the lease is terminated. If garbage service is the responsibility of the TENANT, the TENANT must sign-up for garbage service during the entire term of the lease agreement and maintain service until after the next available pick-up date. If cleaning services are required, the TENANT is responsible for maintaining other utilities a minimum of three days after lease end date or may result in additional charges associated with hauling water, etc to complete cleaning functions.
19. No parties will be allowed by TENANT and/or their guests unless approved by LANDLORD first. For guidance, a party would consist of a gathering of 10 or more people.
20. Any maintenance problems including water drips, leaks, toilets running, electrical shorts, etc. must be reported to the LANDLORD immediately. The LANDLORD reserves the right to charge a fee for additional costs exceeding average monthly bills when the TENANT fails to notify the LANDLORD in a timely manner. The tenant should provide notice to LANDLORD regarding maintenance problems immediately on the on-line form available at scottpropertiesllc.com. All urgent matter should be phoned immediately using the listed number in the lease agreement.
21. TENANTS must keep their apartments clean and neat at all times. If upon notice the tenant does not clean apartment to eliminate health or safety hazards, the landlord reserves the right to contract with a cleaning service to perform such services. The cleaning service will be charged at the same rate as outlined in the lease agreement.
22. Any person signing the lease must be at least eighteen years of age. If tenant is under the age of eighteen, a legal guardian must co-sign the lease.
23. Only those TENANTS, who have signed this lease agreement, may reside in the apartment. Failure to sign all TENANTS will result in an extra charge per month and / or eviction of said parties. In addition, that extra amount will be charged for all previous months residency.

TENANT _____ DATE _____

TENANT _____ DATE _____

SAMPLE