

Bluegrass Cottages, Inc. LEASE AGREEMENT Feb2022

THIS LEASE AGREEMENT ("Lease"), by and between Bluegrass Cottages, Inc. Lexington, KY, ("Landlord") and _____ ("Tenant (s)").

RECITALS:

- a. **Tenant** desires to rent from **Landlord** that certain property known as _____ ("the **Demised Premises**") all on the terms and conditions set forth in this **Lease**.
- b. **Landlord** desires to lease to **Tenant** the **Demised Premises** all on the terms and conditions set forth in this **Lease**.

AGREEMENT: NOW, THEREFORE, for and in consideration of the recitals set forth herein, and the agreements, covenants and rent to be performed, kept and paid by the **Tenant** as provided for herein, **Landlord** and **Tenant** hereby agree as follows:

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1. **Effective Date.** Notwithstanding the date or dates of execution of this **Lease** by the parties hereto, the **Effective Date** ("**Effective Date**") hereof for the purpose of measuring all time periods hereunder and for all other purposes shall be _____.

2. **Demised Premises.** **Landlord** hereby leases to **Tenant**, for the Initial Term and any Renewal Term(s) of this **Lease** (as those terms are defined herein), and **Tenant** hereby rents from **Landlord**, subject to the terms and conditions set forth herein, the **Demised Premises**.

3. **Term.** The term of this Lease shall commence on the **Effective Date** and end on _____ **25th**, _____.

3.1 **Possession:** If there is a delay in delivery of possession by **Landlord**, rent shall be abated on a daily basis until possession is granted. If possession is not granted within five (5) days after the beginning day of the initial term, **Tenant** may void this agreement and have a full refund of any deposit. **Landlord** shall not be liable for any damages for delay of possession.

4. **Rent and Other Payments.**

4.1 **Rent.** During the Initial Term, **Tenant** agrees to pay rent in advance to **Landlord** for the **Demised Premises** in the amount of \$ _____ (\$ _____ **base rent, plus pet fee of \$ _____**) per month. This rent amount is only guaranteed for the **Term** of the lease as described in Section 3. The **Landlord** has the right to increase the rent in any future agreed on term, renewal, or extension.

4.2 **Indemnification Deposit.** **Tenant** has deposited with **Landlord** the

sum of \$_____ as an indemnification deposit which shall not be used by **Tenant** for any rent due. Indemnification deposit will be utilized as a fund for cleaning and repairing damages to the **Demised Premises** incurred since the lease **Effective Date**, excepting normal wear and tear. Within forty five days after **Tenant** vacates the **Demised Premises**, **Landlord** will refund the unused portion of the indemnification deposit by mail. The indemnification deposit is held in Cumberland Valley National Bank #4062388 and Republic Bank #45344671.

4.3 Payment of Rent. The obligation of the **Tenant** to pay rent shall begin with the **Effective Date** of this **Lease**. Rent for the first month or partial month, as the case may be, shall be paid upon execution of this **Lease**. Thereafter, rent shall be paid in advance, in equal, consecutive monthly installments.

4.4 Manner of Payment of Rent. All payments of rent and any other payments to **Landlord** required hereunder shall be made without set off or demand, by certified, or personal check payable to **Landlord**, at the address set forth in the notice section of the **Lease**, or to such other party and place as may be designated by written notice from **Landlord** to **Tenant** from time to time. **The due date for rent is the 1st of the month. Any monthly installment of rent not paid by the first of the month shall be subject to a late charge in an amount equal to 8% of the amount of rent which is past due. After the 10th of the month, an additional late fee of \$5 per day will be assessed.** Late charges, if any, will accrue and be assessed on a monthly basis. In addition to all applicable late fees, returned checks will be charged \$40. If a check is returned from a banking institution, **Landlord** has the option to require all future payment to be made in the form of certified check, money order or cashier's check. If the rent is not paid by the 5th of the month, **Landlord** reserves the right to demand certified funds for payment for that month.

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5. Use and Maintenance of Demised Premises.

5.1 Use of Demised Premises. The **Demised Premises** shall be used solely as a residence, in compliance with all laws, deed restrictions, and in a manner which will not disturb any neighbor, cause damage to the **Demised Premises**, or violate any applicable law. **Tenant** agrees to accept the **Demised Premises** in their present condition, and further agrees to return the **Demised Premises** to the **Landlord**, at the termination of this **Lease** in the same condition, fully cleaned, as received, ordinary wear and tear accepted. **Tenant** further agrees not to change or alter the **Demised Premises** by PAINTING, installing wall paper, the erection of partitions, the installation of equipment, or otherwise, without the prior written consent of **Landlord**, which may be withheld for any reason.

5.2 Obligations of Landlord.

a. **Landlord** shall, (i) comply with the requirements of applicable building and housing codes which materially affect health and safety; (ii) make all repairs to put and keep the **Demised Premises** in a fit and habitable condition; and (iii) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances now existing at the **Demised Premises** (collectively, the "**Systems**"). **Tenant** will change the filters unless **Landlord** assumes written responsibility to do so.

b. **Landlord** shall make, or cause to be made, (i) all reasonably necessary interior and exterior repairs to the **Demised Premises**, including, but not limited to, the structural portions of the improvements, the roof, walls, floors, windows and doors therein and thereon; (ii) all reasonably necessary repairs to the equipment provided by **Landlord** (or, as an alternative to the foregoing, replace such equipment if repair is impractical); (iii) all reasonably necessary interior and exterior repairs resulting from ordinary wear and tear to the **Demised Premises**; and (iv) all reasonably necessary repairs to the **Systems**. All such repairs shall be at **Landlord**'s expense unless resulting from the negligence or misuse by **Tenant** or **Tenant**'s guests or invitees.

5.3 Obligations and Rights of Tenant.

a. **Tenant** shall be responsible for, at its expense, the basic upkeep of the **Demised Premises** including, but not limited to, lawn care, housekeeping, snow removal, bug and pest treatment, window cleaning, changing HVAC filters, testing the smoke detectors, and all utilities. **Tenant** shall comply with all obligations required of tenants in KRS 383.605. Further, **Tenant shall be responsible for, at its own expense, maintaining full and adequate insurance coverage on all personal property and contents in and on the Demised Premises, and for all liability insurance with respect to injuries or other accidents which may occur on the Demised Premises. Tenant shall provide proof of such insurance to Landlord.** The specifics and requirements of Tenant or Renters Insurance are further explained in Section 16.2. **Landlord** shall not be liable or responsible for any damage done or occasioned by or from lightning strike, or the bursting, leaking or running of any water line or plumbing appliance or fixture.

b. Utilities. On or before the **Effective Date**, the **Tenant** shall transfer all utilities related to the **Demised Premises** into **Tenant**'s name, and maintain functioning utilities throughout the term of this **Lease** and any extension or renewal thereof. **Tenant** acknowledges that the **Landlord** shall remove all utilities from **Landlord**'s name no later than the **Effective Date**. **Tenant** shall be responsible for the installation and payment of all utilities to the **Demised Premises**, including, but not limited to, the payment of all required deposits. Thereafter, **Tenant** shall be responsible for and shall promptly pay for all electrical, gas and water and other utility services rendered or furnished to the **Demised Premises** during the term of this **Lease**. If **Tenant** fails to transfer the utilities into **Tenant**'s name by the **Effective Date**, **Tenant** agrees to reimburse

Landlord for any costs incurred by the **Landlord** as a result of this failure by the **Tenant**, including reimbursement of any utility costs paid by the **Landlord** on the **Tenant's** behalf, plus a service fee of \$25.00 for each utility bill paid by the **Landlord** on behalf of the **Tenant**. In addition, **Tenant's** failure to transfer the utilities within 3 days after the **Effective Date** will constitute an event of default and be grounds for termination of the tenancy.

c. Deed Restrictions: By signing this **Lease**, **Tenant** confirms that they have been given a copy of the subdivision deed restrictions. **Tenant** further agrees to abide by the subdivision deed restrictions. **Landlord** will notify **Tenant** of a violation of any deed restriction and **Tenant** will have 14 days from notification to correct all violations. Failure to do so constitutes an act of default of this **Lease** and is grounds for the termination of the tenancy.

d. Pets and Other Conditions. **PETS** (the term "Pets" includes, but is not limited to, domestic animals, livestock, etc.) **ARE NOT ALLOWED ON THE DEMISED PREMISES AT ANY TIME**, unless prior written consent is given by **Landlord** as follows: (Fee \$)

If pets are allowed in writing: The pet fee is non refundable. Payment of pet fee by Tenant does not relieve the Tenant from responsibly for any damages done to the Demised Premises by animals/pets. If unauthorized pets are discovered at the Premises, Tenants agree to pay Landlord a one-time fee of \$500 in addition to removing the pets. In the event that Tenant's pets become a nuisance to Landlord or neighbors, such act constitutes an act of default, and the Landlord shall be entitled to all remedies set forth in this Lease, including requiring the pet to be removed from the Premises. Failure to remove the pet within 7 days of notice shall constitute a default of this Lease by Tenant. If Tenant has pets, Tenant agrees to reimburse Landlord the cost of professional carpet cleaning upon vacating the premises.

e. Exterior maintenance. **Tenant** agrees to cut all of the grass and to remove any and all weeds from the landscaping on a regular basis. If the height of the lawn is more that 7", or there are excessive weeds in the landscaping, **Landlord** may address the situation with one of two options. Option 1: **Landlord** may contract to have the lawn cut, and or have the weeds removed. **Tenant** shall reimburse the **Landlord** for the cost thereof, plus a service fee of \$25.00 within 5 days after invoicing by the **Landlord**. Option 2: **Landlord** may issue a notice of violation ordering the **Tenant** to correct the issue. If the **Tenant** does not pay the invoice within 5 days under Option 1, or correct the violation under Option 2, **Tenant** will be held in default and **Landlord** shall immediately be entitled to all the remedies upon default provided in this **Lease**.

6. Destruction of Demised Premises.

a. If the improvements or **Demised Premises** are damaged or destroyed by fire or other casualty, or are damaged by the elements, an act of God or other cause, but not so as to render the **Demised Premises** or improvements

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thereon substantially un-tenantable, **Landlord** shall proceed with reasonable diligence, at its own cost and expense unless resulting from the negligence or misuse by **Tenant** or **Tenant's** guest or invitees, to repair and restore the **Demised Premises** to their former condition, and provided the **Tenant** may remain in possession of the **Demised Premises** during such repair work, rent under this **Lease** shall continue to accrue and be paid by **Tenant**.

b. If the improvements or **Demised Premises** are damaged or destroyed by fire or casualty, or are injured by the elements, an act of God, or other cause, to the extent that the **Demised Premises** are substantially un-tenantable, **Tenant** or **Landlord** may terminate this **Lease** upon 14 days written notice in accordance with the notice provisions hereof; provided, however, **Tenant** may immediately vacate the **Demised Premises** in the event of such damage or casualty. If the **Lease** is terminated under this subsection, **Landlord** shall return to **Tenant** the unused portion of all prepaid rent. Accounting for rent in the event of termination and apportionment hereunder shall be made as of the date **Tenant** leaves fully vacates the **Demised Premise**.

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7. Right of Entry. **Tenant** agrees that **Landlord** and its representatives, including any contractor employed by the **Landlord**, shall have the right to enter the **Demised Premises** at reasonable hours of the day, upon the giving of 48 hours prior oral or written notice, when reasonably possible, as provided in accordance with the notice section hereof, except in the case of an emergency, for any purpose set forth in KRS 383.615. In making any such entry, **Landlord** may take such materials into or upon the **Demised Premises** as may be reasonably necessary for the safe and economical completion of any of the foregoing. **Tenant's refusal to grant Landlord reasonable access to the premises as set forth above constitutes an event of default of this Lease and shall entitle the Landlord to all remedies set forth herein and at law.**

8. Equipment.

8.1 Obligations of Tenant. **Tenant** agrees to use reasonable care in operating all equipment and **Systems** provided by the **Landlord**, and to at all times operate such equipment and **Systems** in accordance with applicable instructions, directions, or law. **Tenant** further agrees that the obligation of **Landlord** hereunder to repair or to replace equipment or **Systems** in the event of damage thereto shall not extend to damages to the equipment or **Systems** caused by the misuse or neglect of that equipment by **Tenant**. **Tenant** finally agrees to take all steps which may reasonably be required by **Landlord** to pursue warranty claims with respect to items of equipment or **Systems**.

9. Quiet Enjoyment. **Landlord** warrants that **Tenant**, upon paying the rent and all other charges provided for herein, and upon observing and keeping all of the covenants, arrangements and provisions of this **Lease**, shall quietly hold, occupy and enjoy the **Demised Premises** during the Initial Term and any Renewal

Term of this **Lease**.

10. Compliance with Act. **Landlord** and **Tenant** agree, and represent and warrant, one to the other, that during the term hereof, each shall comply with all applicable provisions of the Uniform Residential Landlord and Tenant Act (“**The Act**”) with respect to their respective duties as a **Landlord** and as a **Tenant**.

11. Default. Each of the following shall constitute an Event of Default hereunder:

a. A default in the payment of the rent (which for purposes hereof shall mean that the rent is not received by the **Landlord** by the fifth (5th) day of the month, or any other charge payable by **Tenant** hereunder, either in the amount or at the time due.

b. A default in the performance or observance of any other covenant, term, or condition on the part of **Tenant** to be performed or observed hereunder, which default continues for a period of 14 days after written notice thereof, specifying such default.

11.1 Remedies upon Default. Upon the occurrence of an event of default, **Landlord** may, at its option, give to **Tenant** a written notice of election to terminate this **Lease** (a "**Termination Notice**") in which event the Initial Term or any Renewal Term of this **Lease**, as the case may be, and all right, title and interest of **Tenant** hereunder and in and to the improvements and the **Demised Premises** shall immediately expire, as of the date of the **Termination Notice**, as fully and completely as if that day were the date herein specifically fixed for the expiration of the term of this **Lease**, and **Tenant** shall then immediately quit and surrender the Improvements and the **Demised Premises** to **Landlord**.

11.2 Re-Entry upon Default: Right to Relet. Upon the expiration of the term of this **Lease** pursuant to any of the provisions of this Section, **Landlord** may without formal demand or notice of any kind, re-enter the **Demised Premises** by self-help, summary forcible detainer proceedings or any other action or proceeding authorized by law, and remove **Tenant** and its property there from the **Demised Premises** without being liable for any damages therefore. Thereafter, **Landlord** may relet or sell the improvements and **Demised Premises** on terms and conditions as may be reasonable under the then-prevailing circumstances. All rent received from any reletting shall first be applied to the payment of the costs and expenses of reletting, then to the payment of rent and other charges due and unpaid hereunder.

Tenant's absence from the property for five (5) consecutive days without written notice to the **Landlord**, while any part of the rent is delinquent, shall be deemed abandonment to the property. If the property is found to be deserted or abandoned by the **Tenant**, the **Landlord** may enter the property by force without being liable for damages. **Landlord** may distrain for rent, any article found abandoned **Tenant**.

11.3 Amounts Due After a Default Termination. Upon the Termination

of this **Lease**, **Tenant** shall be liable to **Landlord** for, and shall immediately pay to **Landlord**, (i) all rent and all other charges required to be paid by **Tenant** up to the time of such termination or up to the time of the recovery of possession of the **Demised Premises** by **Landlord**, whichever is last to occur, together with (ii) the rent subsequently accruing under the **Lease** from the month in which the Event of Default occurred to and including the month in which the **Landlord** sells or relets the **Demised Premises**, or the term of this **Lease** or any renewal thereof shall expire, whereupon the obligation of **Tenant** for rent shall terminate; provided, however, that in no event shall the amount of additional rent accruing hereunder exceed the amount of rent which would have been paid if the **Lease** had not been terminated.

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12. Extension and Termination of Lease.

12.1 Except by written agreement signed by both **Landlord** and **Tenant**, and as otherwise provided herein, this **Lease** shall terminate only upon the expiration of its term or, at the election of **Landlord** and in accordance with Section 11 hereof, following the occurrence of an Event of Default. The **Lease** may also be extended or terminated as described below.

12.2 Termination or Extension of Lease by Landlord or Tenant:

Tenant and **Landlord** may agree to extend the term of the **Lease** by written agreement by both parties. **Landlord** does have the right to raise the rent after the initial term has expired. If **Tenant** and **Landlord** do not enter into a written agreement to extend the **Lease** for an agreed Renewal Term, the current **Lease** will expire at the end of the initial term.

a. **Intentionally Deleted**

b. **Termination of a Bi-Monthly Term Extension:** If the **Tenant** or **Landlord** elects to terminate this **Lease** while under a bi-monthly extension, and proper notice is given to the other, as explained in the **Lease**, neither **Tenant** nor **Landlord** shall be liable to the other for damages other than cleaning and damage past normal wear and tear, if any. If **Tenant** fails to give the required 60 days notice to terminate the bi-monthly extension, **Tenant** will be liable for outstanding rent up to the next 25th of the month, 60 days after the date in which improper notice was given. Example: **Tenant** gives notice on May 15th to terminate on June 25th. **Tenant** will be liable for rent up to July 25th.

c. **Pre-Mature Lease Termination or Default: If Tenant prematurely terminates or defaults in the initial term, or any Renewal Term described above, Tenant agrees to reimburse Landlord for all expenses incurred to re-rent the Demised Premises in addition to any rent owed Landlord. These fees include, but are not limited to painting, carpet cleaning, advertisement, and clean up fees. In addition to the above fees, Tenant agrees to pay Landlord a Re-Rent/ Administrative fee equal to two (2) month's rent.** In addition to the above fees due **Landlord**, **Tenant** shall be liable to **Landlord** for all additional rent due hereunder until such time as **Landlord** relets the **Demised Premises**, calculated from the date on which **Tenant** surrenders the **Demised Premises**;

provided, however, that in no event shall the amount of additional rent accruing hereunder exceed the amount of rent which would have been paid if the **Lease** had not been terminated. **Landlord** shall make reasonable efforts to re-lease the **Demised Premises** in a timely manner. If the unpaid debt is not promptly paid, **Landlord** reserves the right to charge 18% per annum on the unpaid debt or the maximum allowed by law. **Tenant agrees to reimburse Landlord all attorneys and collection fees as allowed by law.**

12.3 Landlord and Tenant agree to terminate any term or extension on the 25th of the final month.

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13. Disputes, Legal Venue, Notices, and Other Legalities:

13.1 Binding Arbitration. Any claim (other than eviction or forcible detainer by **Landlord**), dispute or controversy (“**Dispute**”), whether in contract or in tort or otherwise, which may arise between the **Landlord** and **Tenant** under this contract shall first be submitted to binding arbitration (via a single arbitrator) pursuant the provisions of KRS 417, et seq. (the Kentucky Arbitration Act). **Landlord** and **Tenant** shall use their best efforts to select an arbitrator; however, if **Landlord** and **Tenant** are unable to mutually agree to an arbitrator, then the arbitrator shall be appointed pursuant to the provisions of KRS 417.070. **Landlord** and **Tenant** shall bear equally the cost of binding arbitration. **Both Landlord and Tenant agree that the proper venue for any legal dispute arising out of the Lease shall be in Fayette County, Kentucky.**

13.2 Eviction: forcible detainer or eviction of **Tenant** by **Landlord** will be handled by the standard court process in Fayette County Kentucky. In an eviction or forcible detainer filing, the **Tenant** hereby waives the right to trial by jury.

13.3 Litigation and Collections: In the event that **Tenant** does not leave a forwarding address for the purpose of legal correspondence, **Landlord** reserves the right to bypass Mediation and Arbitration, and go directly to collections. If excessive damages or unpaid rents are not received by **Landlord** within 14 days, **Landlord** reserves the right to file suit, place debt with a collection agency and/or post the debt on **Tenants** Credit Report. **Landlord** reserves the right to charge 18% per annum on the unpaid debt or the maximum allowed by law. **Tenant** agrees to reimburse **Landlord** all attorneys and collection fees as allowed by law.

13.4 Notices. All notices (except notices of termination of the tenancy), elections, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been given at the time delivered or deposited in the United States mails, and postage pre-paid, addressed to the parties as follows (or to such person or place as is otherwise designated by the parties in writing): Email or Fax will also be deemed sufficient if both parties acknowledge receipt of the others correspondence.

To **Tenant:** _____

To **Landlord:** Bluegrass Cottages 2901 Richmond Rd. STE 140-270, Lexington, KY 40509

Late rent notices shall be considered received by Tenant if 1) Hand delivered by Landlord to Tenant, or 2) Taped to or inserted in Tenant's door by Landlord, or 3) Sent certified mail or UPS with deliver confirmation.

13.5 Entire Agreement. This **Lease** contains the entire agreement and understanding between parties hereto, and supersedes any prior or contemporaneous oral or written understanding, agreement or representation by or between the parties.

13.6 No Oral Modification. This **Lease** cannot be changed orally but only by an agreement in writing executed by **Landlord** and **Tenant**. Agreements documented via e-mail correspondence shall satisfy this requirement.

13.7 Cumulative Remedies - No Waiver. The specified remedies to which **Landlord** may resort under the terms of this **Lease** are cumulative and are not intended to be exclusive of any other remedies to which **Landlord** may be lawfully entitled in case of any breach or threatened breach by **Tenant** of any provision of this **Lease**. The failure of **Landlord** to insist in any one or more cases upon the strict performance of any of the covenants of this **Lease** or to exercise any remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or remedy. A receipt by **Landlord** of rent shall be deemed to have been made without knowledge of the breach of any covenant hereof unless expressed in writing and signed by **Landlord**.

13.8 Binding Effect. Except as otherwise provided for herein, the covenants and agreements contained in this **Lease** shall bind and inure to the benefit of the **Landlord** and **Tenant**, and their respective heirs, personal representatives, successors, and assigns.

13.9 Governing Law. This **Lease** shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. Both **Landlord** and **Tenant** agree that the proper venue for any legal dispute between them arising out of this lease shall be in Fayette County, Kentucky.

13.10 Invalidity of Particular Provisions. If any term or provision of this **Lease** or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this **Lease**, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this **Lease** shall be valid and be enforced to the fullest extent permitted by law.

13.11 Unauthorized Holdover. If **Tenant** has not fully vacated the Premises by mid-night on the final day of the end of the **Lease**, Damages to **Landlord** will be determined per KRS 383.695 of the Kentucky Landlord Tenant Act.

13.12 Joint and several provisions: If there is more than one **Tenant** herein, their obligations and duties hereunder are joint and several.

14. Use Limitations:

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14.1 **Tenant** agrees to have no trampolines, swimming pools, regardless of size, or any item that overlays the grass so that it will eventually kill the grass.

14.2 Automobile Parking Provisions: If the subdivision deed restrictions prevent continual parking in the street, **Tenant** is not allowed to continuously park automobiles on the street. **Tenant** agrees to keep automobiles parked in the garage or the driveway at all times. This provision only applies to permanent automobiles, and does not apply to overnight guest of the **Tenant**. **Tenant** agrees not to park any automobiles in the yard or over the sidewalks at any time. In addition, **Landlord** reserves the right to approve or deny any automobiles for quality of appearance. **Tenant** agrees to seek such approval or denial before acquiring any new automobiles. If approved, **Tenant** agrees to park in the garage, any automobiles with damage, rust, missing parts, worn-out paint, missing hubcaps, commercial lettering, or other unsightly conditions or issues.

14.3. Subletting: **Tenant** agrees not to sublet **Demised Premises** without prior written approval from **Landlord**.

14.4. **Tenant** agrees not to change the locks or re-key the locks without prior written permission from **Landlord**.

14.5 In the event that **Landlord** agrees to add or remove a **Tenant** from the **Lease** or add an authorized resident, the administrative fee for this will be \$295 payable to the **Landlord**.

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15 End of Lease Provisions

15.1. Final Cleaning. The **Tenant** is responsible for FULLY cleaning the Demised Premises from top to bottom, inside and out. **Tenant** agrees not to leave a pile of trash at the street at move out time. **Tenant** agrees to reimburse **Landlord** for dump fees for all trash that will not fit into the public waste container(s).

15.2 Pre-move out Showings. **Tenant** agrees to allow **Landlord** access to the **Demised Premises** during the last 60 days of the **Lease** to show to prospective tenants. **Landlord** will give **Tenant** reasonable notice of such appointments. **Tenant** agrees to keep the **Demised Premises** in a presentable condition. Failure to allow **Landlord** to show the **Demised Premises** will constitute a default and subject **Tenant** to damages if **Landlord** is unable to rent the **Demised Premises** in a timely manner.

15.3. Additional test on flooring for urine damage: It is normal for the smell of pet urine to appear after the carpet has been cleaned or shampooed. Therefore **Landlord** reserves the right to perform additional test after the post-occupancy walk-through. **Landlord** will notify the tenant of the date and time of this additional inspection and give the tenant the opportunity to be present for such inspection or see proof of any pet damage. If pet urine is present in the carpet, **Tenant** will be liable for all costs incurred by the **Landlord** as a result thereof.

15.4. Post Occupancy Walk-Through: Because Time is of the essence; both **Landlord** and **Tenant** agree to do the post-occupancy walk-through between the hours of 7am and 9am on the first business day following departure by the

Tenant.

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16. Other Provisions

16.1 Smoke Detectors and fireplace: **Tenant** agrees to check all the smoke detectors monthly. If one or more is found not to be functioning properly, **Tenant** agrees to contact **Landlord** in writing to request a repair. **Landlord** will provide an annual chimney inspection if requested by **Tenant**. If necessary, **Landlord** will also pay for any required chimney sweeping or maintenance.

16.2. Insurance: Any insurance policies held by **Landlord** will not cover the possessions of the **Tenant**. **Landlord** shall not be liable for damage to **Tenant's** property, of any type, for any reason, or cause whatsoever, except where such is due to **Landlord's** gross negligence. **Tenant** agrees to obtain Renters Insurance for personal possessions, fire, theft, etc, and liability with limits of \$250,000.00 or greater. **Tenant** further agrees to list **Landlord** as additional insured & to provide proof of such insurance to **Landlord** within 14 days of the beginning of this lease.

16.3. **Tenant** agrees to notify **Landlord** immediately upon first discovering any signs of building problems, including, but not limited to foundation cracking, water and roof leaks, buckling of sheet rock, spongy floors or pest activity.

16.4. The application of the **Tenant** is an important part of this **Lease** and is part of consideration incorporated herein by reference. Any misrepresentations, misleading or false statements made by the **Tenant** which are later discovered by the **Landlord** will be deemed a default under this lease and grants the **Landlord** the right to terminate this **Lease** at **Landlord's** option.

16.5. **Landlord** may occasionally apply chemicals to the grass such as weed killer and fertilizer. If it is **Tenants** desire not to have the chemicals applied, **Tenant** must notify **Landlord** in writing of such desire or request.

16.6. The parties agree that any material misrepresentation by the **Tenant** in connection with the **Lease**, including but not limited to misrepresentations regarding Assistance Animals as set forth in KRS 383.085, constitute material noncompliance with the **Lease** and are grounds for termination of the tenancy. No arrest or conviction shall be required for the landlord to terminate the tenancy.

16.7 _____

DAMAGE LIST and Initial Occupancy Check List

Items noted from inspection of **Demised Premises** prior to tenancy by **Tenant**. Items to be included are those which would otherwise be the basis for a charge against the Security Deposit. Examples of items not necessary for inclusion: minor cracks in walls or driveways, normal wear and tear or settling of **Demised**

Tenant acknowledges receipt of the following:

<input type="checkbox"/> Microwave	<input type="checkbox"/> Range
<input type="checkbox"/> Garage door openers	<input type="checkbox"/> Dishwasher
<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Keys
<input type="checkbox"/> Ceiling fan remote	<input type="checkbox"/> Other _____

Satellite dishes installed? _____

_____ Please initial here if there is no odor of urine in the carpet.
If there is, please specify where it is. _____

_____ Please initial here that the smoke detectors were tested in
your presence and found to be working and interconnected.

Pre Walk Through Execution Signatures.

IN WITNESS WHEREOF, the parties have executed this **Lease** on or before the **Effective Date** hereof as noted by the signatures below. Execution of this section secures and binds the **Lease** for both **Landlord** and **Tenant**. The Damage List section (below) will be completed and signed before **Tenant** moves in.

_____ Tenant		_____ Tenant		_____ Date		_____ Date
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_____ Tenant		_____ Bluegrass cottages, Inc.		_____ Date		_____ Date
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Damage List and Initial Occupancy Signatures

IN WITNESS WHEREOF, Landlord and Tenant have inspected the **Demised Premises**, completed the Damage List and Initial Occupancy Check List and agreed to the same.

_____ Tenant		_____ Tenant		_____ Date		_____ Date
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_____ Tenant		_____ Bluegrass cottages, Inc.		_____ Date		_____ Date
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