

CMCHC APARTMENT LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this day of July 1, 2022, by and between **CHARLESTON MEDICAL CENTER HOUSING CORPORATION (CMCHC)**, a West Virginia nonprofit corporation ("Lessor"), and **VACANT** ("Lessee").

W I T N E S S E T H

Lessor owns and controls **Maier Village Apartments**, a **Sixty-Five (65)** unit apartment complex with appurtenant recreational and parking facilities located in Charleston, West Virginia at **105 29th Street SE, Apt. 17**. Lessor demises and lets to Lessee, and Lessee hires and takes as tenant from Lessor, **Cluster 2 Apt. 17 (1-BR Flat)** in **Maier Village** (hereinafter the "Leased Premises") to be used and occupied by Lessee as a residence and for no other use or purpose whatsoever, for a term of twelve (12) months beginning on , and ending on . Lessee shall pay a monthly rental of **No Dollars and No Cents ()** plus any additional fees as described in Section 1a. The total monthly rent shall be **No Dollars and No Cents ()** which includes any applicable fees as described in Section 1a, which shall be payable monthly, in advance, during the entire term of this Lease Agreement. **The monthly rental fee shall be payable to Lessor or to any other person or agent at any time or place that Lessor may designate, without prior demand in advance on or before the (1st) day of each calendar month in which it is due and addressed as follows:**

**CAMC Housing Corporation
P.O. Box 45725
Baltimore, MD 21297-5725**

Further, it is mutually agreed between the parties as follows:

- I. Security Deposit. On the execution of this Lease Agreement, Lessee shall deposit with Lessor, **No Dollars and No Cents** (), plus a Pet Security deposit in the amount of (if applicable), receipt of which is acknowledged by Lessor, as security for the full and faithful performance by Lessee of the terms of this Lease Agreement, to be returned to Lessee, without interest, on the expiration of tenancy under this Lease Agreement, provided that Lessee has complied with all of the terms and conditions of this Lease Agreement on the expiration of this Lease Agreement.
 - a. Additional Fees if applicable; Animal/Pet Fee (a) Maier Village Cluster 1 & Cluster 2 No Animals/Pets. (b) Maier Village Cluster 3 No Animals/pets other than (cats only). (c) Jefferson Place No Animals/pets other than (cats only). (d) Dunlop Hall; No Animals/pets. Monthly Furnished fee
- I. Number of Occupants. Lessee agrees that the Leased Premises shall be occupied by no more than 0 persons, consisting of 0 adults and 0 children, without the prior written consent of Lessor.
- II. Showing Apartment for Rental. Lessor shall have the right to show the Leased Premises to prospective tenants at reasonable hours of the day, and upon reasonable notice to Lessee, within thirty (30) days prior to the expiration or termination of this Lease Agreement.
- III. Assignment and Subletting. Lessee shall not assign or sublet the Leased Premises or any part thereof or assign this Lease Agreement without Lessor's prior written consent.
- IV. Entry for Inspection, Repairs, and Alterations. Lessor shall have the right to enter the Leased Premises for inspection at all reasonable times and whenever necessary for the purpose of inspection, extermination treatments, and to make repairs and alterations to the Leased Premises.

V. Utilities. Maier Village & Jefferson Place: Electric, telephone, cable TV, internet and other utilities supplied to the Leased Premises are not furnished as a part of this Lease Agreement unless otherwise indicated in this Lease Agreement. Such expenses are the responsibility of and shall be obtained at the expense of Lessee. Charges for water, sanitary and regular trash removal furnished to the Leased Premises are included as a part of this Lease Agreement and shall be borne by Lessor.

Dunlop Hall: All utilities including (97) basic channel cable TV and trash removal are paid by Lessor. Phone and internet not included.

VI. Repairs, Redecoration, or Alterations.

A. Lessor shall be responsible for necessary repairs to the interior and exterior of the Leased Premises; provided, however, that the cost of repairs required as a result of damage caused by Lessee or Lessee's invitees and licensees shall be paid by Lessee as additional rent. Lessee shall notify Lessor of any needed repairs. Lessee shall not make any repairs or changes to the premises HVAC, electrical, plumbing system or plumbing fixtures without the written consent of the lessor. If any such repairs to these systems are needed the lessee must notify the lessor. Any repairs performed by Lessee or by any party other than Lessor or Lessee and at Lessee's request, shall be entirely Lessee's financial responsibility, and Lessee shall not be entitled to any credit, rent reduction or other recompense from Lessor in connection with any such repairs made by any person other than Lessor, without the written consent of Lessor obtained by Lessee prior to the making of such repairs.

B. Lessee shall not make or permit to be made any alterations, additions, improvements, or changes in the Leased Premises, including but not limited to wallpapering and painting, without in each case first obtaining the written consent of Lessor.

C. A consent to a particular alteration, addition, improvement, or change shall not be deemed a consent to or a waiver of restrictions against alterations, additions, improvements, or changes in the future.

D. All alterations, changes, and improvements built, constructed, or placed in the Leased Premises by Lessee, with the exception of fixtures installed by Lessee and removable without damage to the Leased Premises and movable personal property belonging to Lessee, shall, unless otherwise provided by written agreement between the parties, be the property of Lessor and shall remain in the Leased Premises at the expiration or earlier termination of this Lease Agreement.

VII. Animals.

- A. Maier Village Apartments Cluster 1 and Cluster 2 Lessee shall not be allowed to have any animals or pets of any type or kind in or about the Leased Premises or on Maier Village grounds without the prior written consent of Lessor.
- A. Maier Village Apartments Cluster 3 shall be allowed no animals other than “cats” only with prior written consent of Lessor.
- B. Dunlop Hall Apartments Lessee shall not be allowed to have any animals or pets of any kind.
- C. Jefferson Place Apartments shall be allowed no animals other than “cats” only with prior written consent of Lessor and pursuant to and in compliance with the Lease Addendum – “*Pet Addendum*” attached hereto as **Exhibit B** and made a part of this Lease Agreement. If Pets are found on the Leased Premises without Lessor's prior consent, at Lessor's discretion the Lessee may be required to remove same from the Leased Premises, and Lessee's failure to comply shall be a material breach of this Lease Agreement. At Lessor's option, Lessor may cause such pets to be permanently removed from the Leased Premises. Lessee understands and agrees that Lessee having a Pet is a revocable privilege, not a right.

VIII. Use of Premises.

- A. Lessee agrees not to commit waste on the Leased Premises, or maintain or permit to be maintained a nuisance on the Leased Premises, or use or permit the Leased Premises to be used in an unlawful manner.

B. Lessee agrees that Lessee shall use the Leased Premises only as a residence for use while actively participating in a medical education program based at Charleston Area Medical Center. Cessation of such participation during the term of this Lease shall constitute a default hereunder.

X. Waivers. A waiver by Lessor of a breach of any covenant or duty of Lessee under this Lease Agreement shall not be a waiver of a breach of any other covenant or duty of Lessee, or any subsequent breach of the same covenant or duty.

XI. Lessee's Holding Over. Any holding over by Lessee under this Lease Agreement, without Lessor's written consent, shall be a tenancy at will which may be terminated immediately by Lessor by giving written notice to Lessee.

XII. Redelivery of Leased Premises. Lessee shall keep and maintain the Leased Premises in a clean and sanitary condition at all times and on the expiration or termination of this Lease Agreement shall surrender the Leased Premises to Lessor in as good condition as when received, ordinary wear and tear excepted.

XIII. Default. If Lessee defaults in the payment of rent or any part of the rent at the times specified in this Lease Agreement, or if Lessee defaults in the performance of or compliance with any other term or condition of this Lease Agreement or any rules, regulations and conditions as attached to and made a part of this Lease Agreement, which rules, regulations and conditions shall be subject to amendment or addition by Lessor, this Lease Agreement, at the option of Lessor, shall terminate and Lessee's tenancy shall be forfeited, all rental payments due under this Lease Agreement shall be accelerated and be immediately due and payable in full, and Lessor may re-enter the Leased Premises and retake possession and recover damages, including costs and attorney fees. Lessee shall be given written notice of any default or breach. Termination and forfeiture of the Lease Agreement shall not result if, within ten (10) days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time.

XIV. Rules, Regulations, and Conditions. Attached hereto and made a part hereof as Exhibit A are the rules, regulations, and conditions under which the Leased Premises are to be held and occupied by Lessee. Lessee hereby accepts and agrees to abide by all such rules, regulations, and conditions. Lessor shall be entitled to change or amend such rules, regulations, and conditions at any time after having given Lessee written notice of such change at least sixty (60) days prior to the effective date of change. In the case of any conflict between the terms of this Lease Agreement and the terms of Exhibits A or B, this Lease Agreement shall control.

XV. Indemnification. Lessee shall protect, indemnify, and hold Lessor harmless from and against any and all claims, demands, actions, suits, judgments, liabilities, losses, costs, and expenses (including court costs and attorney's fees), arising, or alleged to arise, out of any damage to any person or property in any manner arising from any act or omission of Lessee or Lessee's agents, licensees or invitees.

XVI. Binding Effect. The covenants and conditions contained in this Lease Agreement shall apply to and bind the successors, heirs, legal representatives, and assigns of the parties to this Lease Agreement, and all covenants are to be construed as conditions of this Lease Agreement.

XVII. Notices. All notices provided to be given under this Lease Agreement shall be sufficient if delivered by certified mail or registered mail, addressed to the proper party, at the following address:

If to Lessor:

Charleston Medical Center Housing Corporation
110 29th Street, S.E.
Charleston, West Virginia 25304
Attention: CMCHC Housing manager

If to Lessee:

VACANT
105 29th Street SE, Apt. 17
Charleston, WV 25304

XVIII. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. No prior understanding or representation of any kind preceding the date of this Lease Agreement shall be binding upon either party except to the extent incorporated in this Lease Agreement.

XIX. Modification of Lease Agreement. No modification or amendment of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding unless evidenced in writing signed by each party.


INTENDING TO BE LEGALLY BOUND, the parties have caused their names to be signed hereto as of the day and year first above written.

LESSEE
Print Name

LESSEE
Sign Name

DATE

CHARLESTON MEDICAL CENTER HOUSING CORPORATION

By:  _____
Jack Webb
Its Housing Manager
Date: January 4, 2022

CMCHC GENERAL RULES, REGULATIONS, AND CONDITIONS

EXHIBIT A

Violations are Subject to Lease Termination.

- A. **Maier Village Cluster 3; No ANIMALS other than cats only. To be approved at lease signing.**
- B. **Maier Village Clusters 1 & 2; No ANIMALS/PETS.**
- C. **Jefferson Place; No ANIMALS other than cats only. To be approved at lease signing.**
- D. **Dunlop Hall; NO ANIMALS/PETS.**

FIREWORKS ARE STRICTLY PROHIBITED IN OR ON ALL CMCHC PROPERTIES

- 1. Lessee shall use only picture hooks as prescribed by the CMCHC office. Lessee shall not remove picture hooks upon vacating the leased premises. No screws, tape or similar devices are to be placed in walls or woodwork.
- 2. No additional locks may be put on any door. Additional keys can be furnished by the CMCHC Office upon request. Lessee, at the termination of this Lease, shall return all original keys to the CMCHC Office upon checkout. There will be a nominal fee charged for lost keys.
- 4. Sidewalks, courts, entry passages, halls, and stairways shall not be obstructed by Lessee or used by Lessee for any purpose other than that of ingress and egress. Lessor reserves the right to remove any and all objectionable items and nuisances. The failure to remove them properly does not constitute a waiver of this rule.
- 5. Dunlop Hall: Recreational Room & Laundry facilities, including washers and dryers shall be provided exclusively for Lessee's own use "ONLY". Lessee shall exercise the proper use of laundry equipment and keep it clean after use.
- 6. Assigned storage space (if applicable) must be kept in neat order. No furniture shall be permitted in community storage areas in Maier Village. All items stored shall be properly identified by Lessee. All personal belongings are to be removed upon the expiration or termination of the Lease Agreement.
- 7. Lessee shall be responsible for the cost of the repair of any condition caused by Lessee or any guest or occupant of Lessee's apartment. Lessee shall promptly report to the CMCHC Office any condition requiring repair existing anywhere in the leased premises. This shall include such items as a clogged drain or toilet or garbage disposal that fails to operate.
- 8. Lessor is not responsible for loss or theft of Lessee's personal and household effects or against injury to Lessee, or Lessee's invitees or licensees. Lessee is advised to obtain the appropriate homeowner's insurance should Lessee desire such coverage.
- 9. Lessee is responsible for any and all moving expenses.
- 10. Lessee accepts the apartment with the understanding that none of the existing contents, including any and all furniture or appliances owned by Lessor, shall be removed from the leased premises.

cont. CMCHC GENERAL RULES, REGULATIONS, AND CONDITIONS

11. Lessee shall not have loud parties resulting in boisterous conduct or activities which would disturb, annoy or cause discomfort to other residents of the complex after reasonable hours. No musical devices including pianos, radios, television sets, stereos or other musical devices shall be played at an unreasonable volume at any time and shall not be played at a volume audible outside the leased premises.
12. No Lessee-owned major appliances such as a washer, dryer, dishwasher, freezer or microwave shall be permitted on the leased premises. Tenants are not permitted to swap out lessor appliances for their own.
13. When Lessee vacates the apartment, he or she is required to leave it in the same condition as it was in when he or she moved in, normal wear and tear expected. This means the apartment must be free of all of Lessee's personal possessions. The woodwork, walls, cabinets, closets, plumbing fixtures, and range must be clean. The refrigerator and stove must be cleaned.
14. Moving from one apartment to another is discouraged. Such requests shall be considered as a bona fide reasons and with the prior approval of the CMC Housing Manager.
15. Water beds are not permitted on the leased premises.
16. Parking of boats, oversized recreational vehicles or non-operational vehicles is not permitted. No long term storage parking of Vehicles. Broken down or non-operable vehicles are prohibited and subject to towing at owners expense.
17. Satellite dishes are not permitted on the leased premises or housing complex grounds
18. All garbage shall be placed in plastic bags and disposed of at the designated dumpster locations in the Lessee's apartment facility. "Recycle Only" shall be place in designated containers labeled RECYCLE. Recycle plastic and recycle aluminum ONLY.
 - NO GLASS, STEEL CANS OR PAPER/CARDBOARD. If you wish to recycle those items then it is your responsibility to make those arrangements.
 - DO NOT place normal household garbage in the recycle cans.
19. **Tenants are not permitted to work on, add to or take away from any plumbing, carpentry, electrical wiring or devices.** Please call the office if you have a problem.
20. Tenants are not permitted to plant gardens in the front of any apartment. You may plant a small reasonable sized garden in the back of your immediate unit. **Anything planted or built must be approved by management prior any such work.** Upon approval, anything built or planted must be dismantled and cleaned up upon vacating or risk a portion of, or all of the security deposit being withheld. When in doubt, please ask first.

I have read, understand, and agree to the rules, regulations, and conditions as set forth above.

Date: _____ Signed by Lessee _____

MAIER VILLAGE, JEFFERSON PLACE & DUNLOP HALL
PET ADDENDUM
EXHIBIT B

The Policy;

If you acquire a dog/animal before or after signing your lease then you are in violation of your lease and will be subject to have your lease terminated or The Lessor will require the permanent removal of any pet at Lessor's sole discretion upon failing to comply with this policy.

1. Maier Village Cluster 1 & Cluster 2 (C1 & C2), no animals/pets.
2. Maier Village Cluster 3 (C3), no animals other than (cats) shall be allowed without prior written permission of the landlord.
3. Jefferson Place, no animals other than (cats) shall be allowed without prior written permission of the landlord.
4. Dunlop Hall, NO ANIMALS/PETS.
5. Pet deposits are required at lease signing. If you acquire a cat after lease signing and your particular housing assignment allows cats, then you must notify the landlord and pay the required pet deposit and \$30 a month pet fee. Failure to comply could result in the termination of your lease.

If you want to acquire a pet after lease signing and pets are allowed, then you must obtain written permission from the landlord PRIOR to getting the animal/pet. The Lessor will require the permanent removal of any pet at Lessor's sole discretion upon failing to comply with this policy.

Pet Welcome Policy

A. Permissible Pets

Cats – Maximum number allowed – 2

B. Restrictions

Pets **shall not** be kept, bred or used for any commercial purpose. All applicable animal/pets must be spayed or neutered by six months of age unless a veterinarian deems the procedure medically unsafe.

Pets must not be left unattended anywhere outside of the apartment. Pets in transit are to be carried, restrained by a leash or placed in an animal carrier.

Cat litter **may absolutely not** be disposed of in toilets.

Apartment complex washers & dryers **are not** to be used to launder pets' bedding, toys, blankets, etc.

Pet owners are responsible for any damage caused by their pets or anyone attending their pets.

Any damage caused by use of cleaning chemicals or other attempts to remedy damage is also the full responsibility of the pet owner.

No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance and behavior for the purposes of this paragraph are:

- Pets whose unruly behavior causes personal injury or property damage.
- Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for one hour or more to the disturbance of any person at any time of day or night.
- Pets in common areas that are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.
- Pets who relieve themselves on walls or floors of common areas.
- Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
- Pets who are conspicuously unclean or infested with fleas or other parasites.

Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets. **No pet(s) of guests can stay in the unit for more than (7) days (consecutive or staggered) in any one-year period without prior written consent of CMC Housing Corporation Manager.**

D. Enforcement

Any housing complex resident or Lessor personnel observing an infraction of any of these policies shall discuss the infraction in a neighborly fashion with the pet owner or caregiver in an effort to secure voluntary compliance. If the complaint is not resolved to Lessor's satisfaction, Lessor may require the permanent removal of any pet at Lessor's sole discretion.

If so determined, the pet owner will have the time prescribed by Lessor but not more than ten (10) days, to remove the pet from Leased Premises. Lessor also has the authority to assess and collect fines for violations of the rules, regulations and conditions pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

Lessee printed Name	Signature of Pet Owner	Date

Pets owned; # of cats _____,

Approved By _____ 