

CMCHC APARTMENT LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this day of **February 23, 2021**_____, by and between **CHARLESTON MEDICAL CENTER HOUSING CORPORATION (CMCHC)**, a West Virginia nonprofit corporation ("Lessor"), and _____ ("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 _____. Lessor demises and lets to Lessee, and Lessee hires and takes as tenant from Lessor, _____) 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 **July 1, 20__**, and ending on **June 30, 20__**. Lessee shall pay a monthly rental of _____ **and No Cents (\$__.00)** plus any additional fees as described in Section 1a. The total monthly rent shall be _____ **and No Cents (\$__.00)** 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 and addressed as follows:

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

on or before the 1st day of each month, or to any other person or agent at any time or place that Lessor may designate.

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, _____ and No Cents (\$____.00), 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 C1 & C2 No Animals/Pets. (b) Maier Village C3 No Animals/pets other than (cats only) Monthly Fee _____. (c) Jefferson Place No Animals/pets other than (cats only) Monthly Fee _____. (d) Dunlop Hall; No Animals/pets. Monthly Furnished fee _____.

II. Number of Occupants. Lessee agrees that the Leased Premises shall be occupied by no more than ____ persons, consisting of ____ adults and ____ children, without the prior written consent of Lessor.

III. 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.

IV. 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.

V. 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.

VI. 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 cable TV and trash removal are paid by Lessor. Phone and internet are not included.

VII. 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 or plumbing system 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.

VIII. 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.
- B. Maier Village Apartments Cluster 3 shall be allowed no animals other than “cats” only with prior written consent of Lessor.
- C. Dunlop Hall Apartments Lessee shall not be allowed to have any animals or pets of any kind.
- D. 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.

IX. 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:

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 and Sign Name

DATE

CHARLESTON MEDICAL CENTER HOUSING CORPORATION

By: _____

Jack Webb
Its Housing Manager
Date: _____

MAIER VILLAGE, JEFFERSON PLACE & DUNLOP HALL

PET ADDENDUM

EXHIBIT B

The 2020-2021 Policy for tenants renewing their lease;

Jefferson Place ONLY; If you already had a dog/animal then you are allowed to keep it for the remaining term of your tenancy.

If you are new in 2020 and acquire a dog/animal 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.

Pet owners or caregivers **must immediately** clean up after their animals and discard securely bagged pet droppings in the designated marked areas outside of the building. **DO NOT throw pet droppings in the building trash cans, bagged or otherwise!** Cat litter **may absolutely not** be disposed of in toilets.

