

James Giuliani Enterprises, LLC
PO Box 989
Morgantown, WV 26507-0989
304-296-8491
jgellcwvu@gmail.com

Terms of Occupancy

1. Lease payments are to be mailed to our address or dropped off at our office during business hours. Payments can also be made directly through the invoice that is sent for no fee. Payments that are made using Pay Pal or a credit card will be charged a **3% fee (other than security deposit)**. Tenants agree to pay the lease payments at the time and manner specified in the lease.
2. Lessee will be charged a \$10 fee for every lost key. A service charge will apply for needed entry to the property after business hours.
3. Lessee will not cause noise disturbances that will cause discomfort to other lessees at any time. No musical or instrumental practices permitted on the property at any time. Sunday through Thursday nights are considered study nights as well as “dead week.” All noises after midnight should be altered to a lower level; we ask that you please respect your neighbors.
4. Lessee will hold no parties, assemblies, or gatherings that will inconvenience other lessees, neighbors, or landlords. **ABSOLUTELY NO LARGE GATHERINGS!!!**
5. **ABSOLUTELY NO KEGS WILL BE ALLOWED!!!** If a keg is found in or on the property it is agreed that a keg party took place on the landlord’s property. The keg will be removed at the tenant’s expense and all tenants on the lease will automatically be **charged a \$200 fine**.
6. **PETS ALLOWED/CONSIDERED.** Animals are permitted if the tenant agrees to pay a non-refundable pet fee, to be determined by the size and type of the pet. This pet fee can be anywhere from \$200 to \$400. Animals deemed as “Service Animals” or “Emotional Support” will be exempt from the pet fee provided the proper certification and paperwork has been turned in. A letter from your doctor is necessary.

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7. This rental unit is to be used by the tenants as a residence, and may only be occupied by the tenants on the lease. Tenants shall have the right to sublet the unit subject to prior approval from the landlord. **Tenants understand that they are responsible for all rental payments to be paid by anyone that may sublet from them.** Tenants are also responsible for any damages that occur during this time. Persons that sublease the rental property are required to sign a lease and pay an additional security deposit. **Both security deposits will be held until the end of the lease.**
8. No unlawful business of any kind or character is allowed or permitted on the property. The consumption of alcohol by persons under the legal drinking age is against the law and prohibited. Violence of any kind is also prohibited.
9. Tenants will not paint, wallpaper, or alter any part of the unit without first consulting with the landlord. Any improvement made to the property becomes part of the owned unit. No major appliances, dishwasher, a/c unit, etc, can be installed by the tenant.
10. Tenants, guests, visitors or any other person(s) will not use the roof for any circumstances at any time while in the rental unit. This is against city code and will result in a fine.
11. Landlord will not be held liable for any items that are lost, stolen, or damaged. Nor will landlord be held liable for any damage or injury caused to the tenant, their guest or their property resulting from explosion, fire, mechanical failure of water, steam, electric, gas, sewer lines or from any defective wiring. Landlord will not be held liable for any loss or damage resulting from the negligence of any other tenant, or any other cause. **It is recommended that each tenant purchase a renters insurance policy.**
12. The landlord and agents of the landlord have the right to enter the property at any reasonable time to view the condition of the property, show the property and make necessary repairs as needed.
13. Tenants must keep the **interior and exterior** of the leased property presentable at all times. This includes but isn't limited to: parking spaces, landings, steps, porches, lawns, driveways, and other areas surrounding the unit. Please dispose of cigarettes accordingly.

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14. Tenants will be assigned a parking spot, if applicable. Parking is for the tenant only, by accepting the parking permit the tenant accepts full responsibility for any incidents, accidents, safety to other persons, or damage to other vehicles. Parking privileges can be revoked at any time.
15. The landlord will not be responsible for failures due to water supply, gas, electricity, telephone, cable, internet, etc., that are beyond the landlords control. Tenants will not be entitled to a refund if there is such an interruption.
16. Any repairs or service calls that are necessitated by the lessee's carelessness (above normal wear and tear) shall be paid for by the lessee. The charges shall include the cost of materials and labor. All repair requests must be called in immediately. Any delay that causes damages or increased cost to the landlord is the responsibility of the tenant.
17. Tenants are responsible for maintaining all smoke detectors and making sure they are functioning properly at all times. If they are not tenants must call maintenance to tend to this issue immediately.
18. All garbage must be in plastic bags and placed in the containers provided. The garbage area is expected to be kept clean and maintained at all times.
19. The following items are not permitted in or on the property at any time: Space heaters, waterbeds, heat lamps or combustible engines. These items will be removed and not replaced.
20. An air conditioning window unit can be provided for a one-time fee of \$100. The unit belongs to the landlord and may not be removed from the premises. Tenants **MAY NOT INSTALL THEIR OWN.**
21. **Residents that stay beyond the lease ending date can and will be assessed a daily fee of \$75.00.**
22. **Tenants forfeit any and all items left behind in the rental unit after the last day of the lease. Any items that have to be removed will be done so at the tenant's expense.**
23. **You are required to have the carpets professionally cleaned if necessary. You must provide a copy of the bill. If landlord has to have the carpets cleaned it will be charged to the tenants.**

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- 24. Any and all notices related to the operation of this lease from tenant to landlord or from landlord to tenant shall be written and delivered in person, e-mailed or mailed.
- 25. All rights given to landlord by this agreement shall be cumulative. Any exercise of any rights by landlord or failure to exercise rights shall not act as waiver of those rights No statement or promise by landlord or any employee shall be binding unless it is in writing and made a part of this agreement.
- 26. This Lease shall be construed and enforced in accordance with the laws of the State of West Virginia. Tenant is responsible for any and all court costs and fees.
- 27. Any provisions of this Lease found to be prohibited by law shall be ineffective but in no way will they invalidate the remainder of the Lease.

By signing, I the tenant agree to the terms of occupancy for this lease. I understand that if I violate any of these terms, I, the lessee can and will be subject to the forfeiture of my security deposit and/or eviction from the premises.

TENANT: _____ DATE: _____

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