

LEASE AGREEMENT: CHATEAU ROYALE I

This lease agreement, made this ____ day of _____, _____, by and between CZS Development LLC, a West Virginia Limited Liability Company, of the City of Morgantown, County of Monongalia, State of West Virginia hereinafter called "LANDLORD" and _____

hereinafter collectively called "TENANT". This agreement shall be enforced and construed in accordance with the laws of the state of West Virginia and venue regarding any matters relating thereto shall be in Monongalia County, West Virginia. It is hereby expressly covenanted and agreed between LANDLORD and TENANT as follows:

1. LANDLORD hereby lets and demises unto TENANT Unit _____ of Building _____, of "CHATEAU ROYALE". This unit, consisting of a ____ bedroom rental unit, furnished / unfurnished with / without washer/dryer as more particularly described on "Exhibit D" attached hereto and made part hereof, situated at _____, in the County of Monongalia, State of West Virginia. This lease is for the term of ____ months, at the total monthly rental of \$ _____, in advance, which sum includes the above described rental unit, as described in Exhibit D. The first payment thereof to be made the 1st day of _____, _____ and each successive monthly payment being due on the 1st of each month thereafter during the term of the lease, with final payment due on _____, _____. The first payment due on _____, _____ is to cover _____ and _____, _____. Furthermore, this lease begins at 12:00 noon on _____, _____ and expires at 12:00 noon on _____, _____.

2. TENANT agrees to pay rent punctually on the first (1st) day of each month. Rent is payable at the address of CZS Development, LLC, to wit: 90 Chateau Royale Court, Morgantown, West Virginia 26505, without demand being made therefore. In the event that the rent is not paid by the fifth (5th) of each month a late fee of ten percent (10%) of the monthly rental shall be charged to TENANT on the sixth (6th) day of said month. Starting on the seventh (7th) day of said month until the time that the rent is paid, in full, an additional \$3.00 per day will be charged. Furthermore, any returned checks will be charged an extra fifty (50) dollars due immediately upon demand. After two (2) returned checks, only cash, cashier's checks, money orders or valid credit cards will be accepted for future payments.

3. TENANT, both singular and plural, is jointly and separately responsible for the entire amount of rent per month, and is jointly and separately responsible for any damage to premises caused by them.

4. TENANT shall deposit with LANDLORD a security deposit in the sum of \$ _____, upon the expiration of the lease said security deposit is to be returned to TENANT as further described in this paragraph. Provided that (a) ALL TENANT ACCOUNTS ARE PAID IN FULL, INCLUDING BUT NOT LIMITED TO RENT, LATE FEES, AND GARBAGE FEES, and (b) LANDLORD and TENANT has 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 TENANT's occupancy. **This security deposit MAY NOT be applied to rent payments in any way.** 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. Other guidelines for this security deposit are described in detail under numbers five (5), six (6), and nine (9).

5. TENANT agrees to, at the end or sooner termination of this lease, peaceably deliver unto the LANDLORD the premises in as good order as the same now are, reasonable wear and tear expected, and to remove any and all rubbish and refuse matter there from and that the following list will constitute the minimum cleaning requirements to be, or caused to be, done by the TENANT prior to the return of the TENANT's security deposit: (a) clean all walls and ceilings, if any marks or stains are not removed by cleaning, painting is required to be completed by TENANT; (b) professionally shampoo all carpets, and only a receipt that is less than five (5)

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days old from a local carpet cleaning company stating the cleaning address and what was cleaned will serve as verification; (c) scrub and wax all floor areas, including under the stove and refrigerator, and washer/dryer areas; (d) clean out all bathroom fixtures, including vanity, tile, drawers, cabinets and shower; (e) clean stove, refrigerator and kitchen cabinets, inside and out; (f) clean all doors and door facings; (g) clean all trim; (h) vacuum all furniture if rental unit is furnished; (i) all light fixtures are equipped with working light bulbs. LANDLORD may make deductions from the security deposit to pay for any of these items that are not completed by TENANT and any other such work as may be reasonably necessary. It is the responsibility of TENANT to contact LANDLORD, in writing with the date the rental unit will be vacated, this date to be no later than noon on the expiration date of the lease. All belongings must be removed at that time, as well as any garbage, and work must be completed. Furthermore, any items left in the rental unit after the expiration of the lease will be disposed of by LANDLORD and TENANT will be charged for removal of any item at the rate of \$25 per item. The rental unit must be completely ready for the new tenant. If the unit is not ready, TENANT may be responsible for charges at a premium rate in addition to the charges listed as follows. The following charges will apply for service that must be completed:

Painting/Patching- There will be a \$35.00 minimum charge for any painting or patching work that must be completed. Work of this type will be charged at the rate of \$35.00 for the first working hour and \$25.00 per hour for each hour after the first hour, plus the cost of materials. If TENANT chooses to paint the rental unit, LANDLORD will supply paint and brushes. TENANT will be responsible for the quality of their painting and must paint in a workmanship manner.

Cleaning- There will be a \$35.00 minimum charge for any cleaning that must be completed. Work of this type will be charged at the rate of \$35.00 for the first working hour and \$25.00 per hour for each hour after the first hour.

Carpet Shampooing- A minimum charge of \$75.00 for a one (1) bedroom will be charged, \$105.00 for a two (2) bedroom and \$140.00 for a three (3) bedroom. This charge is for one (1) complete shampooing, if the carpet requires additional shampooing, repairs, or odor control an additional charge will result. Pet apartments will be charged a different rate because of the chemicals that have to be used on the carpet. A charge of \$105.00 for a one (1) bedroom will be charged, \$140.00 for a two (2) bedroom and \$180.00 for a three (3) bedroom.

Maintenance- There will be a \$35.00 minimum charge for any maintenance that must be completed. Work of this type will be charged at the rate of \$35.00 per hour, plus the cost of materials. Materials include but are not limited to light bulbs, batteries, and drip pans. Any other damage will be charged at material replacement and labor cost.

6. At the end of the TENANT'S occupancy, but prior to the expiration of the lease, LANDLORD agrees to inspect, accompanied by TENANT if requested, which such request must be made fourteen (14) days prior in writing, said rental unit and to state and note noticeable damages, if any, which LANDLORD intends to claim against TENANT. Furthermore, TENANTS agree that the rental unit must be vacated and all keys must be handed in at this time. Any entry to the rental unit by TENANT after the inspection will cause the inspection to be void. A charge of \$50.00 will result in the event that a key is not turned in.

7. LANDLORD agrees to provide TENANT with an itemized list of all deductions from the deposit. (a) In the event that your lease ends in May, the said deduction sheet will be mailed to TENANT, at the address they provide, no later than the first week of August of the same year. At that time, TENANT will need to sign the said sheet and return it to LANDLORD. LANDLORD will issue a check within thirty (30) days of receipt of the signed form. Furthermore, the deduction sheet expires on October 1st of the same year and any received after said date will be invalid and un-payable. (b) In the event that your lease ends in August, the said deduction sheet will be mailed to TENANT, at the address they provide, no later than the first week of November of the same year. At that time, TENANT will need to sign the said sheet and return it to LANDLORD. LANDLORD will issue a check within thirty (30) days of receipt of the signed form. Furthermore, the deduction sheet expires on January 1st of the following year and any received after said date will be invalid and un-payable. (c) In the event that your lease ends in December, the said deduction sheet will be mailed to TENANT, at the address they provide, no later than the first week of March of the following year. At that time, TENANT will need to sign the said sheet and return it to LANDLORD. LANDLORD will issue a check within thirty (30) days of receipt of the

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signed form. Furthermore, the deduction sheet expires on May 1st of the following year and any received after said date will be invalid and un-payable. (d) So on and so forth.

8. Whether or not TENANTS shall have accepted keys to the apartment, if TENANTS sign this lease and shall not take possession or move-in to the apartment, the TENANTS understand they shall be completely responsible for the apartment and obligated to pay all amounts due to the LANDLORD under this lease (without regard to the fact they have not accepted keys or taken possession).

9. TENANT agrees to inspect, accompanied by LANDLORD if requested, the rental unit at the beginning of the occupancy of the premises, and, if necessary, provide an inventory, an itemization of damages present at such time; to provide a copy of the list to LANDLORD within five (5) days from taking occupancy. In the event TENANT requests to move into the rental unit prior to the beginning of the lease permission from the LANDLORD shall not unreasonably be withheld. If permission is granted and TENANT chooses to take early occupancy, TENANT accepts responsibility for the rental unit in the condition it is in, in other words, LANDLORD will not do any further work to prepare the rental unit for TENANT and TENANT will still be responsible to complete all move-out requirements before vacating as outlined in number five (5) above. If the apartment is considered to be a partial move-out, ALL tenants involved must agree, in writing, that the new tenant moving in will take apartment "as is".

10. TENANT shall be bound by the restrictions, protective covenants, charges, reservations, rights of way and any other matters and conditions as set forth in any and all documentation that exists or will be imposed by CZS Development, LLC, all of which, by the acceptance of this Lease Agreement, provided that TENANT is given reasonable notice thereof, the TENANT covenants and agrees to abide by and fully perform, as part of the consideration for the letting of the above described unit.

11. If TENANT violates the Lease Agreement in any manner the LANDLORD, at its option after two (2) written notices shall have the right to service and enforce a five (5) day eviction notice to TENANT. Upon any such eviction, TENANT understands and agrees that all privileges allowed in this lease are immediately revoked.

12. If at any time during and before the expiration of the term of this lease TENANT shall vacate or attempt to vacate the said unit, or shall make default in any of the covenants herein contained to be performed by TENANT, said premises may be rendered until all rent payments are current, or the 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 the TENANT, minus any reasonable charges for cleaning, damages, or other costs incurred, such as advertising or rental commissions the minimum for whole of the rent for the said term then remaining unpaid shall, at the option of the LANDLORD, be and become payable forthwith. LANDLORD 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 there from or to proceed by action for the recovery thereof or otherwise. Furthermore, LANDLORD charge for this action is \$175.00. If the apartment is re-let, TENANT will be required to payback any acquired renewal incentives whether it be \$75.00, \$50.00, or \$25.00.

13. LANDLORD agrees that if TENANT 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 recover against TENANT for rent due is limited to the damages actually incurred by LANDLORD who has exercised such due diligence to re-let the premises.

14. TENANT 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. If you are one of the principal parties on the lease and want to sublet your interest in the apartment then there is a fee of \$75.00 per transaction. 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. In addition, the sublet may be required to pay a security deposit and the TENANT's security deposit will continue to be held by LANDLORD.

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In the event that more than one individual is listed as TENANT, all such individuals must agree, in writing, to the sublet. In the event that TENANT renews and a sublet later signs onto the lease for the remainder of the term, the sublet will not be entitled to the renewal rate. The sublet will have to sign at the then applicable rate. Also, TENANT will be required to pay back any acquired renewal incentives whether it be \$75.00, \$50.00, or \$25.00.

15. TENANT waives all claims it may have against LANDLORD and its agents or employees, for injury or damage to person, property or business sustained by TENANT, its guests or invites resulting directly or indirectly from the premises or resulting directly or indirectly from any act of LANDLORD or any other occupant of the building. This provision shall apply without limitation to damage caused by water, snow, frost, steam, gas, sewer gas, or odors, mold, mildew, allergens or by the bursting or leaking of pipes or plumbing works or the failure of any appurtenances or equipment.

16. TENANT may, if in compliance with this Lease Agreement, renew the lease agreement at the then applicable rental rate. Renewal of the lease must be completed 120 days prior to the expiration of the current lease term (i.e. current lease expires on May 10, renewal must be done by January 11). If the lease is not renewed, LANDLORD may at reasonable terms and with reasonable notice exhibit the unit to a prospective tenant. In the event that LANDLORD notified TENANT the rental unit is going to be viewed by a prospective tenant, TENANT agrees to have the rental unit in respectable condition. Furthermore, TENANT is required to give unto the LANDLORD one month prior to the expiration of their lease a written notice as to their intent to vacate the premises. Upon doing so, the said lease will expire as dated. Otherwise, the said lease, at the option of LANDLORD, will automatically renew for one (1) year. LANDLORD may exhibit unit in the rental season during normal business hours without prior notice. Prior notice may be given as a courtesy.

17. TENANT is responsible to pay all utilities for the duration of the lease, including garbage. TENANT must have all utilities in their name from the start of the lease and continue to be in their name until the lease is terminated. In the event that TENANT chooses to take the service out of their name, TENANT understands that LANDLORD could terminate service or enforce other options. (a) TENANT agrees to keep the rental unit at a reasonable temperature level. In particular, TENANT acknowledges the importance of maintaining a heated unit during cold weather on school vacations to prevent freezing of pipes and other possible related damage. During these breaks or at any such time that TENANT may leave for a period of time, the heat must be kept at sixty (60) degrees. In the event that LANDLORD inspects the rental unit and finds that TENANT has had the heat turned off, during cold weather, then TENANT shall owe the LANDLORD a one-hundred (100) dollar fee, which shall be due from TENANT unto the LANDLORD immediately upon demand, and further in the event that the TENANT has had the heat turned off, the TENANT shall be liable unto the LANDLORD for any and all damages that may occur or result to LANDLORD's property or to the property of any other TENANT as a result of the heat being turned off. (b) TENANT is responsible to show verification to LANDLORD that the utilities are in their name. If TENANT fails to show said verification prior to occupancy, LANDLORD, at its option, will allow access to the apartment with an additional \$300 cash utility deposit. TENANT will then have thirty (30) days to show that the utilities have been put in the TENANT's name, at that time the cash deposit will be refunded to TENANT within fifteen (15) days. If TENANT fails to show proof that utilities are in their name within thirty (30) days, the \$300 cash utility deposit is forfeited. Furthermore, TENANT will be responsible to pay for any utility bills incurred by LANDLORD for the duration of the lease, the \$300 utility deposit, even if forfeited, cannot be applied to the cost of any utility bills. (c) Garbage is a yearly fee based on the size of the rental unit which is payable to the LANDLORD. The yearly fee for a 1-bedroom unit is \$190; 2-bedroom unit is \$210; 3-bedroom unit is \$230. The fee is for usage of the dumpster provided by LANDLORD. This fee does not cover removal of garbage from the rental unit or any common area, as further described in Exhibit B number nine (9).

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18. TENANT is required 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, weather conditions (including but not limited to hurricane, tornado, and rain), explosion, or any other causes whatsoever, unless the same is due to the negligence of 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 TENANT under the terms of this Lease Agreement. Further, LANDLORD shall not be liable to the TENANT or the TENANT's 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. TENANT hereby agrees to indemnify and hold harmless the LANDLORD from and against any and all claims for damages to property or personal injury and costs including attorneys' fees, arising from TENANT'S use of the premises, or from activity, work, or things done, permitted, or suffered by TENANT in or about the premises. During the leasing term if there is an abnormal increase in insurance for LANDLORD this increase will be passed on to TENANT as a prorated increase in rent. An abnormal increase would be 50 % or more.

19. LANDLORD agrees to keep the premises, including all furniture and appliances furnished by LANDLORD, in reasonable repair during the term of the Lease Agreement, except when disrepair had been caused by the action of TENANT or their guest. It is required that all TENANTS keep on hand a household plunger to be used for sewage stoppage. TENANT understands they are financially responsible for all service calls for stopped up toilets or sinks or any other service calls related to TENANT'S improper use of said premises. All such charges are due immediately upon request. LANDLORD is responsible to ensure that any and all light bulbs and smoke detector batteries are working prior to TENANT's occupancy. TENANT is then responsible for light bulbs and smoke detector batteries for the duration of their lease. Furthermore, TENANT is responsible to test the smoke detector on a regular basis to ensure it is working at all times, at no time is the smoke detector to be disconnected or removed.

20. Any maintenance problems, including water drips, leaks, toilets running, electrical shorts, etc. must be reported to the office immediately. TENANT only, no one else, must place service requests with the LANDLORD. TENANT is required to report immediately upon notice to LANDLORD any loose steps or decking or any other situation that could cause injury. Non-emergency service requests called in during weekends or holidays will be addressed the next business day. Furthermore, a \$50.00 fee will be charged to any TENANT who calls maintenance after hours regarding a lockout.

21. No verbal contracts between TENANTS and LANDLORD or LANDLORD'S agents exist either before or after this lease is signed. Only agreements made in writing and signed by both TENANTS and LANDLORD will be valid.

22. 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.

23. Any person signing the lease must be at least eighteen (18) years of age. If TENANT is under the age of eighteen, a legal guardian must co-sign the lease.

24. In the event suit is instituted any sums due herein, TENANT agrees to pay any and all costs of collection.

25. This lease needs to be approved by the office manager or leasing manager.

X _____ X _____ X _____ X _____

26. The **Rules and Regulations Regarding Leased Premises** with regard to the leased unit and all common areas in relation with the rental unit are appended to this lease and made part hereof as “Exhibit A”. The **Rules and Regulations Regarding Pets** with regard to the leased unit and all common areas in relation with the rental unit are appended to this lease and made part hereof as “Exhibit B”. The **WAIVER OF LIABILITY** with regard to the swimming pool located within “Chateau Royale” is appended to this lease and made part hereof as “Exhibit C”. The **List of Furniture and Appliances Provided** with regard to the leased unit is made part hereof as “Exhibit D”. The **Activity Center Waiver of Liability** with regard to the activity center located within “Chateau Royale” is appended to this lease and made part hereof as “Exhibit E”. Reasonable alterations, additions, and modifications thereof may from time to time be made by the LANDLORD to any “Exhibit”, which shall not otherwise be inconsistent with 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 TENANT covenants and agrees that said “Exhibits” shall be faithfully observed by the said TENANT and all the persons invited by said TENANT onto the property of LANDLORD, the right being hereby expressly reserved by the said LANDLORD to reasonably add to, alter, modify or rescind, from time to time, such “Exhibits”, upon reasonable notice to TENANT.

CAUTION TO ALL PARTIES: THIS LEASE WHEN SIGNED BY ALL PARTIES IS A BINDING LEGAL OBLIGATION. DO NOT SIGN WITHOUT FULLY UNDERSTANDING IT.

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

TENANT _____ DATE _____
TENANT _____ DATE _____
TENANT _____ DATE _____
TENANT _____ DATE _____

CZS DEVELOPMENT, LLC
BY _____
ITS MANAGER
DATE _____

CZS DEVELOPMENT, LLC
BY _____
ITS AGENT
DATE _____

“EXHIBIT A”: Rules and Regulations Regarding Leased Premises

1. The sidewalks, halls, passages and stairways shall not be obstructed by the TENANT or used by TENANT for any other purpose than to ingress and egress to and from their respective units, these unleased-leased portions of the building being reserved to and under the exclusive control and regulation of 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. Decks are to be used for outside patio furniture only. Tiki torches, candlesticks, beer pong tables, and anything other than patio furniture is prohibited on decks. TENANT shall be liable unto the LANDLORD for a \$25 fee per item removed and disposed of after properly notifying the tenant to remove the item(s).

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. (i.e. furnace rooms shall not be used as storage this is a fire hazard and if removal is necessary there will be a \$25.00 fee incurred.)

4. The walls, ceilings, hardwood floors, and woodwork must not be marred by driving nails, tacks, or screws, or by otherwise defacing the same. In the event TENANT chooses to do so, they will be responsible for repairs. TENANT acknowledges that they are prohibited from painting the apartment any other color, and from adding wallpaper or borders.

5. No alteration, additions, or improvements shall be made in the rented unit without the prior written consent of LANDLORD. When made, such shall become the property of LANDLORD. However, in the event of satellite dishes, extra telephone lines, and entrance lock the following applies: (a) TENANT must get prior written permission to have a satellite dish installed; (b) if permission is granted, TENANT agrees that they are responsible for any damage caused by installing and removing the equipment; (c) if TENANT chooses to have any additional telephone lines installed, TENANT is responsible to have the telephone lines returned to the original installation; (d) if permission is granted to change the lock TENANT will render a copy of any key to LANDLORD.

6. No TENANT nor any of their family, guests, or visitors, shall disturb or annoy other tenants or occupants of the building by any unseemly or untimely noises, or by any interference in any way.

7. At no such time will TENANT be permitted to have a gathering, either inside the apartment or anywhere outside on the premises. This includes the balconies, walkways, and stairways. A group of 6 or more people in any one rental unit, including TENANT, will be considered a gathering. As per State Fire Code NFPA 101 19-1.7, Residential Occupant Load shall NOT be more than 1 PERSON PER 200 SQUARE FEET of gross floor area. Any amount above this will result in a citation and/ or fines by the Fire Department. In addition to the State Fire Code, you could be in violation of your lease and could face immediate eviction. No TENANT shall be permitted to have gatherings in the parking lots.

8. TENANT is not permitted to have a keg on the property at any time. If a keg is found on property, LANDLORD will confiscate and not return. TENANT shall be liable unto the LANDLORD a \$25 fee for removal of the keg. Which said charge shall be payable from TENANT unto the LANDLORD immediately upon demand.

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9. The garbage dumpster located on the premises is for the TENANT's garbage only. The TENANT shall be responsible to place all garbage or debris in said dumpster and the TENANT shall not cause or permit any garbage or debris to accumulate on decks or any common area of the premises. In the event that the LANDLORD should find any of the TENANT's garbage or debris on the decks, hallways, parking areas, or any other common area of the premises, then, in such event, LANDLORD shall cause the same to be removed and placed into the garbage dumpster on the premises and TENANT shall be liable unto the LANDLORD for a \$25 fee per item and/or bag so removed, which said charge shall be payable from TENANT unto the LANDLORD immediately upon demand. Furthermore, if the grounds are not kept in satisfactory condition throughout the year, TENANT understands that a fee may be deducted from their security deposit for common ground upkeep.

10. TENANT shall not keep or permit to be kept a truck or vehicle with GVW over one (1) ton or any unlicensed vehicles, boats, trailers, or any vehicle other than cars or trucks under one (1) ton. TENANT understands that any vehicle other than cars or trucks under one (1) ton will be subject to towing at the owner's expense.

11. LANDLORD will provide TENANT with a parking permit. TENANT acknowledges the fact that the LANDLORD has the right to tow any vehicle without a valid permit. LANDLORD also reserves the right to tow any vehicle that is not in a marked parking space, or any vehicle that is interfering with any other vehicle or the movement of traffic. In order to obtain said permit TENANT will need to bring their drivers' license and vehicle registration to LANDLORD. Only vehicles registered in the TENANT's name or the name of their parent will be given a permit. In addition, each TENANT will only be given one permit. Furthermore, LANDLORD reserves the right to use any type of permit they so choose, including but not limited to stickers. LANDLORD also reserves the right to attach the permit to the vehicle and to tow any vehicle that has relocated said permit. TENANT acknowledges the fact that the LANDLORD has the right to tow any car without a permit, without a vehicle registration form on file, for rent or any other charges owed to LANDLORD, or for any lease violations without notice. Temporary parking permits can be issued only to TENANTS for a designated time period determined by the LANDLORD. Unless the temporary pass is renewed prior to the expiration date by the LANDLORD the car with the temporary pass may result in being towed at owner's expense. While in possession of a temporary pass the permit of the registered car will be temporarily voided. At the expiration of the temporary pass it is required that it be returned to the LANDLORD to reinstate your registered permit.

12. If any of the rules, regulations or agreements of said lease are violated in any manner by the TENANTS, the LANDLORD, at its option, may terminate this lease without notice of any kind, tow TENANT'S vehicle, or may immediately render such unit and prepare it to be released. It is understood that parking is a privilege, not a right. If any violations of the lease occur, this right can be immediately revoked upon notice.

13. No TENANT shall keep, or permit to be kept, a truck or vehicle that is not a regular passenger vehicle or any unlicensed, wrecked, or undrivable vehicles, boats, trailers, or any commercial work vehicles. No TENANT can perform mechanical work on any vehicle in the parking lot. Vehicles that leak fluids must be removed immediately and will not be allowed on the lot until such leaks are repaired. In the event that any fluids leak onto the lot, TENANT is responsible for the proper clean up and disposal of debris.

14. LANDLORD may from time to time revise the parking policy and will sufficiently notify TENANT of any such policy and changes thereto. With this Lease Agreement LANDLORD notifies TENANT of the parking policy that will be enforced on those days when there is a West Virginia University home football game. The policy is as follows: (a) only vehicles with a valid parking permit will be allowed to park on the premises; (b) all vehicles without said permit may be towed; (c) LANDLORD will make a limited number of parent passes available for TENANT; (d) TENANT will be responsible to reserve a space for their parent the week prior to the game on a first come basis; (e) the parent of the TENANT will then be required to obtain the pass in person from LANDLORD; (f) LANDLORD reserves the right to require any vehicle with a parent pass to park in a spot chosen by LANDLORD; (g) visitor parking will not be available.

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15. TENANT understands that LANDLORD has provided amenities for the use of the TENANT. Use of these amenities and onsite parking is a privilege; therefore, use of any amenity or parking may be revoked, with reason, at the LANDLORD's option. Furthermore, TENANT is responsible to obtain a "Chateau Royale" picture ID from the LANDLORD to gain access to the amenities.

16. TENANT acknowledges that LANDLORD has access to the rental unit at all times. However, the LANDLORD will enter the rental unit for the following purposes: (a) to exhibit the rental unit to a prospective tenant, purchaser, or mortgagee, in this situation TENANT further agrees to have the rental unit in respectable condition at the time of the exhibition; (b) in cold weather to ensure that the heat is turned on; (c) to examine the condition of the rental unit. LANDLORD will only enter the premises for these purposes after attempting to notify TENANT of the intent to do so at least two (2) hours prior to said entrance. LANDLORD further reserves the right to enter the rental unit for these additional purposes: (d) to make necessary repairs or improvements, including at the request of the TENANT, routine maintenance, and preventive maintenance; (e) to inspect for suspected lease violations; (f) for emergency situations. LANDLORD may enter the premises for these purposes without any attempt to notify TENANT.

17. Only those people who have signed this Lease Agreement may reside in the rental unit. Any guest visiting for more than 15 days of the lease period will be considered a wrongful TENANT. Failure to sign all residents will result in an extra charge per month. Any additional tenants added on to the lease will be required to put down a security deposit equivalent to that of the other tenants residing in that unit. Also, there will be \$100.00 extra per month added on to the original rent amount for a third person in a two bedroom and a fourth person in a three bedroom. In addition, that extra amount will be charged for the duration of the lease including those months prior to the date the additional resident is discovered.

18. TENANT has the right to request and obtain a copy of this Lease Agreement from LANDLORD. Furthermore, TENANT has the right to request and obtain a receipt for any payment made to LANDLORD.

X _____ X _____ X _____ X _____

“EXHIBIT B”: Rules and Regulations Regarding Pets

1. A pet is only permitted in a rental unit where TENANT has previous written permission from LANDLORD. This permission must be granted before or during the signing of this Lease Agreement, permission will not be granted after that time. LANDLORD reserves the right to have and enforce breed and weight restrictions on pet. A cat must be declawed and neutered. TENANT must provide a picture of the pet before the move in date. Anything other than a person must be approved by the LANDLORD.

2. In the event that permission is obtained, a \$350 non-refundable fee is due. This fee is merely a cost to have one (1) pet reside in the rental unit. This fee does not in any way cover damages done to the unit or the grounds by the pet. Furthermore, this fee is to be paid in full regardless of the length of time the pet is in the rental unit, whether it is for the duration of the lease or for a portion of the lease, including time as small as one (1) hour.

3. LANDLORD reserves the right to add a monthly fee to each pet owner for monthly cleanup and maintenance.

4. The pet is to be kept on a leash at all times when outside of the unit. While outside of the rental unit the pet is not permitted on the balcony unless the TENANT is with the pet. In addition, the pet is not permitted at any of the facilities, including the swimming pool, basketball court, and volleyball court. Furthermore, TENANT is responsible, at all times, for their pet. In other words, TENANT is responsible to clean-up after the pet; TENANT is responsible to ensure the pet does not cause damage to the rental unit; TENANT is responsible to safeguard all other individuals from their pet; TENANT is responsible to ensure that their pet is not a nuisance to neighboring residents.

5. If the rental unit becomes infected with fleas, mites or other parasites, the TENANT is responsible for exterminating charges to correct this condition.

6. Gaining prior permission and paying the fee does not give the liberty for the pet to go to other rental units, whether the TENANT is present or not. In addition, if at the end of this Lease Agreement you choose to transfer to a different rental unit owned by the LANDLORD, the pet fee and the permission do not transfer.

7. Furthermore, it is understood and agreed to by the TENANT that the above regulations are to be obeyed. In the event that one or more of the above rules is disregarded, the following will go into effect: (a) for the first violation the TENANT will receive a warning; (b) a further infraction, whether it be the same regulation or a different one, will cause a charge of \$25 per incident to be paid immediately upon demand; (c) if violations continue or if the pet becomes a nuisance, permission to have the pet may be revoked by LANDLORD and TENANT will need to remove the pet from the premises immediately upon demand.

8. After obtaining prior permission, paying the pet fee, and agreeing to the above rules and regulations, TENANT understands that the availability of a rental unit may be limited because of said pet. This included, but is not limited to, the location of the rental unit (building and level) and the current condition of the carpet.

X_____ X_____ X_____ X_____

9. By choosing to have a pet TENANT understands and agrees that LANDLORD may do periodic inspections to check on the condition of the rental unit. Furthermore, TENANT understands that there could be a delay in the return of their security deposit to see if an odor appears. After reviewing the above TENANT has agreed to:

_____ (a) **never** have a pet in the rental unit at any time, including a visitor's pet or to watch a pet. TENANT further understands that they are not permitted to add a pet to the lease at any time. In addition, TENANT understands and agrees that periodic inspections may be done to ensure that a pet is not residing in the rental unit. In the event, TENANT chooses to have a pet that is not permitted on this lease TENANT understands that they will forfeit the entire security deposit. Furthermore TENANT will then be required to pay a new security deposit and remove the pet from the premises immediately upon demand. If TENANT does not remove pet upon notice, TENANT gives LANDLORD the right to do so.

_____ (b) have one (1) pet and abide by the above rules and regulations. If an additional pet or pets are found that were not approved, the TENANT understands they will forfeit the entire security deposit and the above paragraph will apply.

TYPE OF PET _____

DESCRIPTION OF PET _____
(NO PIT BULLS, ROTWEILLERS, OR DOBERMANS ALLOWED)

PET NAME _____

OWNER OF PET _____

TENANT _____

CZS DEVELOPMENT, LLC

TENANT _____

BY _____

TENANT _____

ITS _____ AGENT

TENANT _____

DATE _____

“EXHIBIT C”: Waiver of Liability

This WAIVER OF LIABILITY, made this _____ day of _____, _____, by and between CZS Development, LLC, party of the first part, and _____

singular or plural, party of the second part. The party of the first part, hereinafter referred to as LANDLORD, is the owner of that certain apartment complex known as “Chateau Royale”, and had constructed a pool within the complex. The party of the second part, hereinafter referred to as TENANT, resides within “Chateau Royale” and desires the use of said pool facility, and agrees to abide by all rules and regulations.

1. This pool facility is for the exclusive use of the TENANTS of “Chateau Royale” for their pleasure and enjoyment. Each TENANT is permitted one (1) guest while accompanied by TENANT.

2. TENANT shall deposit with LANDLORD \$10 for a key to access the pool area. This key is to be used during designated hours only and TENANT is not to allow anyone else use of said key. Upon entering and leaving the pool area TENANT is responsible to ensure that the gate is shut and locked. Furthermore, TENANT will need to obtain a “Chateau Royale” picture ID to use the pool facility.

3. An adult must accompany all individuals under the age of sixteen (16).

4. No running, jumping, or diving. No toys, rafts, food, smoking, pets, or glass containers are permitted within the pool area. Absolutely **no alcoholic beverages** of any kind are allowed within the pool area. No loud noises or disturbances. TENANT agrees to keep the pool and surrounding area clean at all times.

5. Designated hours of use are from 9:00 am – 9:00 pm daily, in season. LANDLORD may change these hours, at any time, by posting notice at the pool. Anyone within the pool area other than these hours will be considered trespassing and will be subject to legal action.

6. TENANT agrees that any infraction of the regulations may cause cancellation of the use of this facility at the discretion of the LANDLORD.

7. It is agreed and understood by TENANT that no lifeguard services or on-site supervision will be provided, and the LANDLORD assumes neither responsibility nor liability for lost or stolen items or any injuries resulting from the use of the facility.

8. The undersigned TENANT USES THIS FACILITY AT THEIR OWN RISK, AND DO FOREVER RELEASE, DISCHARGE, AND ACQUIT THE LANDLORD FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY AND CAUSES OF ACTION AS A RESULT OF ANY LOSSES OR INJURIES ARISING FROM THE USE OF THIS FACILITY.

9. TENANT agrees to exercise good judgment in the use of the pool and to insure pleasure, enjoyment and safety to other users and themselves.

TENANT _____

CZS DEVELOPMENT, LLC

TENANT _____

BY _____

TENANT _____

ITS _____ AGENT _____

TENANT _____

DATE _____

“EXHIBIT D”: List of Furniture and Appliances Provided

UNIT _____

1. LANDLORD does not furnish any blinds or drapes for any apartments.
2. Furniture will not be removed from furnished apartments. Additional furniture may be placed at LANDLORD’s discretion.

APPLIANCES:

Washer _____
 Dryer _____
 Dishwasher _____

FURNITURE:

UNFURNISHED _____

FURNISHED _____ (as noted below)

LIVING ROOM

Sofa _____
 Chair _____
 Coffee Table _____
 End Table _____
 Lamp _____

BEDROOM

of Bdrms to Furnish _____
 Left ____ Right ____ Front ____

Frame _____
 Box Spring _____
 Mattress _____
 Headboard _____
 Dresser _____
 Chest _____
 Night Stand _____
 Lamp _____

KITCHEN

Table _____
 4 Chairs _____

TENANT _____

DATE _____

TENANT _____

DATE _____

TENANT _____

DATE _____

TENANT _____

DATE _____

CZS DEVELOPMENT, LLC

BY _____

ITS _____ AGENT _____

DATE _____

“EXHIBIT E”: ACTIVITY CENTER WAIVER OF LIABILITY

This WAIVER OF LIABILITY, made this ____ day of _____, _____, by and between CZS Development, LLC, party of the first part, and _____

singular or plural, party of the second part. The party of the first part, hereinafter referred to as LANDLORD, is the owner of that certain apartment complex known as “Chateau Royale”, and had constructed an activity center within the complex. The party of the second part, hereinafter referred to as TENANT, resides within “Chateau Royale” and desires the use of said activity center, and agrees to abide by all rules and regulations.

1. This activity center is for the exclusive use of the TENANTS of “Chateau Royale” for their pleasure and enjoyment. Each TENANT is permitted one (1) guest while accompanied by TENANT and is responsible for their guest at all times. The TENANT will be responsible for informing their guest of the rules for the use of the activity center.

2. TENANT shall receive from LANDLORD an access key card for the activity center. This key is to be used during designated hours only and TENANT is not to allow anyone else use of said key; if anyone other than the tenant uses the key, the tenant’s privileges will be revoked. There will be a \$50.00 charge if TENANT does not turn in the key at termination of the lease or for a replacement key. Upon entering and leaving the activity center, TENANT is responsible to ensure that the door is shut and locked. Furthermore, TENANT will need to obtain a “Chateau Royale” picture ID to use the activity center.

3. Must be over the age of sixteen (16) to use the fitness area.

4. No smoking, pets, or glass containers are permitted within the activity center. Absolutely **no alcoholic beverages** of any kind are allowed within the activity center. No loud noises or disturbances. TENANT agrees to keep the area clean at all times.

5. TENANT shall respect the Chateau Royale property (i.e. walls, furniture, equipment, etc.).

6. TENANT agrees to respect other tenants by observing a 30 minute time limit on each fitness machine and wipe down the equipment after each use. In the event of a malfunction in any of the equipment, the TENANT shall report the unsafe equipment to the office immediately. TENANT understands that if proper work-out attire (i.e. no sandals, high-heeled shoes, etc.) is not worn while in fitness center, he/she will be obligated to leave the designated area.

7. Designated hours of use are from 6:00 am – 12:00 am midnight daily. LANDLORD may change these hours, at any time, by posting notice at the activity center. Anyone within the activity center other than these hours will be considered trespassing and will be subject to legal action.

8. TENANT agrees that any infraction of the regulations may cause cancellation of the use of this facility at the discretion of the LANDLORD. The LANDLORD reserves the right to modify to this list as needed.

9. It is agreed and understood by TENANT that no on-site supervision will be provided, and the LANDLORD assumes neither responsibility nor liability for lost or stolen items or any injuries resulting from the use of the facility. TENANT acknowledges that if damage or thievery occurs by TENANT or guest, this may result in losing all activity center privileges.

X _____ X _____ X _____ X _____

10. The undersigned TENANT USES THIS FACILITY AT THEIR OWN RISK, AND DO FOREVER RELEASE, DISCHARGE, AND ACQUIT THE LANDLORD FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY AND CAUSES OF ACTION AS A RESULT OF ANY LOSSES OR INJURIES ARISING FROM THE USE OF THIS FACILITY. THE TENANT WARRANTS THAT HE/SHE IS IN GOOD PHYSICAL CONDITION AND HAS NO DISABILITY, IMPAIRMENT, OR AILMENT WHICH WOULD BE ADVERSELY AFFECTED BY PARTICIPATION IN A PHYSICAL CONDITION PROGRAM OR BY USE OF THE FACILITIES OR SERVICES.

11. TENANT agrees to exercise good judgment in the use of the activity center and to insure pleasure, enjoyment and safety to other users and themselves.

TENANT _____

CZS DEVELOPMENT, LLC

TENANT _____

BY _____

TENANT _____

ITS AGENT _____

TENANT _____

DATE _____

Tenant Information

(Please fill out all information completely on the top portion ONLY)

UNIT _____

NAME _____

BIRTHDATE _____ AGE _____

SOCIAL SECURITY NUMBER _____

PARENT'S INFORMATION

ADDRESS (Permanent): _____

HOME PHONE: _____

CELL PHONE: _____

WORK PHONE: _____

EMAIL: _____

TENANT'S INFORMATION

ADDRESS (Current): _____

HOME PHONE: _____

CELL PHONE: _____

WORK PHONE: _____

EMAIL: _____

TERM OF LEASE: _____ months

BEGINNING DATE: _____ at noon

ENDING DATE: _____ at noon

TOTAL SECURITY DEPOSIT: \$ _____

TOTAL RENT PER MONTH: \$ _____

TOTAL GARBAGE FEE: \$190⁽¹⁾ / \$210⁽²⁾ / \$230⁽³⁾

FIRST PAYMENT DUE: _____ (ea. roommate)

1st Mo.'s rent amt: \$ _____

Garbage fee amt: \$ _____

FIRST PAYMENT AMT: \$ _____

Ea. ROOMMATE'S SHARE: \$ _____

Ea. ROOMMATE'S SHARE: \$ _____

Ea. ROOMMATE'S SHARE: \$ _____

LAST PAYMENT DUE: _____ (ea. roommate)

LAST PAYMENT AMT: \$ _____

RENT IS DUE ON THE 1ST
A 10% LATE FEE IS CHARGED AFTER THE
5TH, THIS INCLUDES MAILED PAYMENTS.