

# HTM Properties LLC (text for fastest response )

PO Box 4147 • Morgantown, WV 26505  
+1 (681) 461-2003

## 1. Residency and Financials

### 1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

<<Tenants (Financially Responsible)>>

and us, the owner/agent:

<<Company Name>>

You've agreed to rent the property located at

<<Unit Address>>

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent does not allow unauthorized occupants. HTM does not offer rental matching, if you apply for a two bedroom have two people, if you apply for a three have three, if you apply for a four have four people. If you plan to leave or void the lease prematurely it is your responsibility as the lease holder to find a replacement that is agreed upon by all residents of listed rental.

If you void the lease before you have a replacement, and or in the months 0-3, there will be a fee equal to eight 8 months of current rent If you pay utilities you will have to work out settlement with your roommate's. If you void after 3 months there will be a fee equal to six 6 months rent. YOU ARE ENTERING A LEASE YOU ARE RESPONSIBLE FOR COMPLETING THE CONTRACT EVEN IF YOU DON'T LIKE YOUR FRIENDS ANYMORE.

All interactions with HTM will be civil in discourse. No swearing or bad treatment of our agents. HTM Agents reserve the right to terminate any conversation if treatment is less than respectful.

### 1.2 LEASE DURATION

The terms of this tenancy shall commence on <<Lease Start Date>> and end on <<Lease End Date>>.

All leases begin at 4pm and ends at 9 am.

### 1.3 RENTS AND CHARGES

You shall pay <<Monthly Rent>> per month for rent. The first month's rent and/or prorated rent amount of <<Prorated Rent>> shall be due prior to move-in.

**DO NOT MAIL CHECKS USE THE E CHECK PAYMENT IN YOUR PORTAL.**

**UTILIZE THE E CHECK OPTION ON YOUR PORTAL FOR ALL RENT PAYMENTS. THIS WILL MINIMIZE LATE PAYMENT CHARGES.**

**USE THE E CHECK OPTION. CREDIT CARD CHARGES ARE ACCEPTED BUT THERE IS A SERVICE FEE CHARGED.**

If cash is paid a HTM representative will meet you and provide written receipt.

Every month thereafter, you must pay your rent on or before the 1st day of each month. The following late fees will apply:

Late fee rule: <<Late Fee Rule>>

Daily late fee: <<Daily Late Fee>>

A charge of \$75 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

## 1.4 MOVE OUT FEE

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Move out fees: a \$300.00 nonrefundable refurbishment/cleaning fee is due at the time of execution of this Lease Contract for all residents in the apartment is, this is due on or before the date this Lease Contract is signed. We reserve the right to use the fee's, or portions thereof, to cover any charges related to your, and or your roommates, of record for performance of this Lease Contract, including, but not limited to trash/furniture removal, repair of damages, unpaid rent, late fees, Cancelled Check Fees and returned check fees. Entire unit must have rents paid in full at the end of the contract to avoid court ordered collections.

If for any reason you forfeit, move out, or leave the lease prior to the fully paid final date of the lease, all deposits will be forfeited and not returned.

All move out policy's are located at HTMPROPERTIES.COM click on residents tab and click on Move Out Procedures.

If you do not provide your forwarding address in your portal under Account Information section and require a check cancellation and reissuance, there will be a fee of \$75.00

All move outs will be processed and mailed out 30 days from your lease end date and delivered via USPS.

## 1.5 UTILITIES

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We'll pay for the following utilities:

<<Utilities Included>>

*1. HTM Properties uses ratio utility utility billing(R.U.B.S)*

*2. Units with Direct metered are responsible to contact utility company for direct billing.*

**TENANTS WILL NOT BE ALLOWED INTO THE UNITS UNTIL THE UTILITIES YOU ARE PLACED INTO YOUR NAME.**

**RENTS WILL CONTINUE TO ACCRUE.**

**IT IS REQUIRED THAT YOU CONTACT THE APPROPRIATE UTILITIES AND PLACE INTO YOUR NAME AT SIGNING TO AVOID ANY PROBLEMS.**

You'll pay for all utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

You must keep the heat set at a minimum of 60 degrees from 11/1 through 4/1. Do not turn off the heat when you leave for break. Tenant is liable for any broken pipe damages if they turn off the heat.

If tenant pays utilities or is in RUBS for utilities and air conditioning is not provided the tenant is permitted to use window air conditioning and HTM Properties maintenance personal will assist with installation if needed.

Air conditioners are available to rent for a fee for of \$50.00 per leasing term. All leased window air conditioners must be turned in by November 01 for cleaning.

DUE TO FIRE HAZARD: SPACE HEATERS THAT ARE NOT PROVIDED BY HTM PROPERTIES (for emergencies only) ARE FORBIDDEN AND TENANT WILL BE FINED \$250/ OCCURRENCE.

DUMPSTER USE: There is a annual (once per year) \$250.00 trash fee due at signing for all tenants using dumpsters,

Tenants without dumpsters having excess trash that HTM Properties is required to pick up will be charged \$250,00 to cover city dump fees and expenses.

Energy history can be obtained by calling:

FIRST ENERGY: 1 800 686 0022 (Electric)

HOPE GAS: 1 800 688 4673 (Natural Gas)

MORGANTOWN UTILITY BOARD: 304 292 8443 (Water)

COMCAST: 1 800 266 2278 (Cable Television and Internet Provider, only cable available in Morgantown) If internet is shared all tenants will have access, you cannot block a person from the internet who is paying.

HTM DOES NOT PAY FOR UTILITIES, CABLE OR INTERNET

X \_\_\_\_\_  
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## 1.6 INSURANCE

HTM Properties will not be held liable to cover your personal belongings or be liable for personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own renters insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks, theft, etc. Please see Insurance Addendum attached.

Each tenant will be charged \$9.00 monthly for liability to landlord coverage, if you choose to purchase liability to landlord insurance independently proof of \$100,000 coverage must be provided showing HTM Properties listed on the policy. Failure to maintain liability insurance or landlord coverage is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

## 1.7 MAINTENANCE, KEYS AND LOCKS

You will be provided the following keys:

Bedroom keys, all front door keys are Quickset coded locks, all doors are clearly labeled to change batteries. After the first opening due to non changing of batteries, we will assess a \$50 dollar door opening fee.

You shall be liable for the entire cost all of key and lock replacements INCLUDING LABOR if you are responsible for the lost key or damaged Quickset replacement. You shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to us when you vacate the unit. You will be charged \$85.00 for the cost of new locks and labor for all keys that are not returned. .

If you miss a set appointment with maintenance personal to repair a maintenance request an \$50.00 fee will be assessed for each occurrence, including but not limited to non-urgent after hours maintenance calls.

By initialing below, you acknowledge and agree to the terms in Section 1.

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# 2. Community Policies.

## 2.1 COMMUNITY POLICIES OR RULES

You and roommates will get along peacefully. If there is a dispute you will sit down and talk to one another respectfully to solve the problem.

Smoking inside the unit will lead to an immediate eviction.

NO SMOKING ALLOWED

No one may reside at the said unit without an approved lease.

## 2.2 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices.

### Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but

not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

No gathering larger than 8 people, no Kegs anytime./\$250 per occurrence fee for each resident.

#### **Smoke/Carbon Detectors**

The Unit is equipped with smoke and carbon monoxide detectors as well as extinguishers in accordance with state or local government regulations. You must immediately report smoke-detector or carbon monoxide detectors malfunctions to us if batteries are needed file a maintenance reports and we will be out to change it. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report any malfunctions to us. If resident is found to have damaged life safety equipment there is a \$250 per occurrence fee.

#### **Tenant responsibility for Safety and Crime.**

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community. You and your roommates will resolve any conflicts between you by peaceful discussions.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Weapons are not permitted in units or on HTM Property.

### **2.3 PARKING**

You will only park on the property with a valid parking permit and all parking is at your own risk, HTM Properties will not be liable for theft or damages done to your vehicle while parked on HTM Properties whether they be intentional or by Acts of God. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute, towing fees will be at the owners expense Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes.

HTM Properties does not provide snow removal services.

IT IS THE LESSEE'S RESPONSIBILITY TO OBTAIN PARKING PASSES FROM LESSOR. IF LESSEE FAILS TO OBTAIN OR FAILS TO PLACE APPROPRIATE PARKING PASS ON REAR WINDOW OF VEHICLE, THAT VEHICLE WILL BE SUBJECT TO TOWING. HTM PROPERTIES WILL NOT BE HELD LIABLE FOR ANY CHARGES.

HTM Properties offers limited off-street parking in designated areas only, these parking passes will be available for purchase first come first served at \$800.00 per annual leasing term, contact HTM Properties for location and availability.

Limited garage parking on Third St only is \$1000 per annual leasing term.

Limited blue curb parking is available in the Sunnyside area for a \$100 annual fee, all other areas that offer blue curb parking will be the tenants responsibility to take a copy of their fully executed lease to the Morgantown city parking authority.

HTM WILL NOT REIMBURSE FOR ANY TOWING. IF YOU REQUIRE A PARKING PERMIT YOU NEED TO ASK IF ONE IS AVAILABLE!!!

Paid parking is on a first come first serve basis.

### **2.4 PETS**

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

ALL animal waste must be kept cleaned up from HTM Property as well as from sidewalks and surrounding areas and disposed of properly. If HTM Properties staff has to clean up waste to mow or for any other reason the tenant will be charged a clean up fee of \$50 per incident (NO EXCEPTIONS).

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, and shampooing. First offense charge is \$250 dollars.

By initialing below, you acknowledge and agree to the terms in Section 2.

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## 3. Responsibilities

### 3.1 CONDITION OF PREMISES AND ALTERATIONS

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Tenant has 48 hours to accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

Units are subject to inspection and if deemed uninhabitable to sanitary conditions Tenant will be given one week to rectify, otherwise a cleaning crew will be dispatched and the tenants will be charged.

### 3.2 REQUESTS, REPAIRS, MALFUNCTIONS

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You shall report any damage or problem immediately upon discovery through the portal using the Maintenance Request tab.

We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

### 3.3 RIGHT OF ENTRY AND INSPECTIONS

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We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise. We will notify you via text. We will attempt to notify you 24 hours in advance, but we reserve the right to notify you the day of, especially during rental showing season Sept through March. We reserve the right to enter the building during Fall, Winter, and Spring break to perform seasonal maintenance with limited notification. We reserve the right to enter the unit without notification if a dangerous situation, or emergency is detected or present. IE: Fire, smoke, broken doors or windows, but not limited to these.

### 3.4 MOVE-OUT

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You will give us a written notice with your intent to vacate 30 (thirty) days prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address. We will begin showing units in September for the May leasing season.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

#### **Cleaning**

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges. Refer to [HTMProperties.com](http://HTMProperties.com). Resident Tab for current cleaning price list.

#### **Charges**

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

#### **Deposit Refund**

We'll mail to you at your last known address your security-deposit refund (less deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination and delivery of possession to us. All checks or invoices are mailed to last known address. Checks are valid for 90 days. A 50 dollar reissue fee applies to all checks.

By initialing below, you acknowledge and agree to the terms in Section 3.

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## 4. General Clauses

### 4.1 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

#### **Replacements and Subletting**

Replacing a resident, subletting, or assignment is allowed exclusively with our written consent.

If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.

### 4.2 DEFAULT BY RESIDENT

You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the apartment; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may file a suit for Lease Contract termination after giving you fourteen (14) days written notice of Lease Contract termination. Such notice will state that your Lease Contract will terminate fourteen (14) days of your receipt of the notice, unless the breach is remedied within the fourteen (14) day period.

#### **Holdover**

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract. Minimum charge is \$100/day for any holdover.

#### **Other Remedies**

We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

### 4.3 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

#### **Waiver of Jury Trial**

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

#### **Force Majeure**

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

By initialing below, you acknowledge and agree to the terms in Section 4.

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## 5. Required Insurance Addenda to Lease Agreement.

### 5.1 REQUIRED INSURANCE ADDENDA

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease Agreement, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, water damage, backup or overflow of sewer, drain or sump ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease Agreement and Lessor shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Required Insurance coverage and seek reimbursement from the Lessee for all costs and expenses associated with such purchase.

Lessee may obtain Required Insurance from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Lessor, who may schedule the Lessee's unit for coverage under the Landlord's Required Resident Liability insurance policy ("LRRL"). The coverage provided under the LRRL will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LRRL coverage shall be charged to Lessee by the Lessor. Some important points of this coverage, which Lessee should understand are:

1. LRRL is designed to fulfill the insurance requirement of the Lease Agreement. Lessor is the Insured under the LRRL. Lessee is not the insured under the LRRL policy.
2. LRRL coverage is not personal liability insurance or renters insurance. Lessor makes no representation that LRRL covers the Lessee's additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice.
3. Coverage under the LRRL policy may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an agent of their choice for insurance options to satisfy the Required Insurance under this Lease Agreement.
4. Licensed insurance agents may receive a commission on the LRRL policy.
5. The cost to the Lessee for the LRRL coverage shall be nine dollars and fifty cents dollars (\$9.50) per month. Additionally, an Administration Fee in the amount of three dollars (\$2.00) to be retained by the Lessor for processing and handling will be charged.

Scheduling under the LRRL policy is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LRRL policy will be terminated by the Lessor.

By initialing below, you acknowledge and agree to the terms in Section 5.

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# 6. Sign and Accept

## 6.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed