

LEASE

This Lease, made and entered into by the signatories below, by and between _____

_____, hereinafter collectively referred to as "Tenant",
and **BC AYLESFORD, LLC**, hereinafter referred to as "Landlord".

1. Term and Rental Amount

In consideration of the premises, rents and covenants herein expressed, Landlord hereby leases to Tenant and Tenant rents from Landlord, upon the terms and conditions set forth herein, the certain unfurnished Tenential property known as _____ **Aylesford Place, Lexington, Kentucky 40508**, for the term commencing on _____, and ending on _____, for the total sum during the term of \$ _____, payable in monthly installments of \$ _____ each, due and payable on the 1st of each month, beginning on _____.

IT IS UNDERSTOOD AND AGREED BY EACH INDIVIDUAL TENANT THAT THE PAYMENT OBLIGATIONS CONTAINED IN THIS LEASE ARE JOINT AND SEVERAL AND LANDLORD CAN SEEK COLLECTION OF UNPAID MONIES FROM ANY INDIVIDUAL TENANT. FOR CLARIFICATION AND UNDERSTANDING, PARTIAL PAYMENTS BY ANY INDIVIDUAL TENANT WILL NOT SUSPEND THE OBLIGATIONS FOR THE TOTAL MONIES DUE FROM ALL THE TENANTS.

Initials _____

2. Rental Payments

Rent shall be due on the 1st day of each month, without demand or notice, and if not paid by the 5th day of the month, Tenant is in default for which Landlord may deliver written notice of termination of the Lease if any installment of the rent is not paid when due. There shall be a **late charge of \$50.00** for any payment not made by the 5th day of each month, and paid as additional rent. There shall be an additional charge of **\$25.00 for any check returned** by the bank for insufficient funds or any other reason, also to be considered additional rent. The failure to make any such payments immediately upon written notice shall also constitute default, entitling Landlord to terminate the lease. **Rent shall be paid to: either (i) the lockbox located at 320 Aylesford Place, Lexington, Kentucky 40508, or (ii) 621 Summershade Circle, Lexington, Kentucky 40502**, during reasonable hours or, if option (ii) is chosen, may be sent by U.S., First Class Mail with Postage Prepaid to the above address; or any other location that may be designated by Landlord. In the event the payments are mailed, they must be ***received*** by the 5th day of each month or shall be considered late.

In the event any check tendered for payment is returned by the bank for insufficient funds or otherwise, Landlord shall be entitled to require Tenant to submit all further rental payments required hereunder in the form of a Certified Check or Money Order, and shall be entitled to refuse to accept any payment otherwise tendered.

3. Tenant Agrees To

- a. Keep carpets clean, notify Landlord if a professional carpet cleaning is required. Said cleaning will be paid by Landlord if for normal wear and tear. Tenant shall be responsible for the cost if any staining is caused by Tenant, Tenant's family, his or her guests, licenses, invitees, or pets.
- b. Tenant agrees to leave the unit in move-in condition not needing any maintenance, painting, cleaning, etc.

- c. Tenant agrees to make payment to Landlord for any charges above the deposit amount for damages and/or loss within fourteen (14) days after presentation of the bill.
- d. Tenant shall promptly have replaced and pay for any glass broken by Tenant, Tenant's family, his or her guests, licensees, invitees, or pets.
- e. Promptly have repaired and pay for unstopping plumbing when caused by Tenant. Tenant shall not insert into drains or pipes any harsh chemicals or drain cleaners that will do damage to pipes and plumbing.
- f. Replace furnace filters as necessary to ensure efficient operation of the furnace.

4. Use of Premises

This property will be used as a residence in a manner permitted by the state and local laws and for no other purpose whatsoever. There shall be no persons except the undersigned residing in the premises without the prior written consent of the Landlord. If any guests that occupy the premises for more than ten (10) consecutive days without Landlord approval, Tenant shall be in default.

5 Utilities

_____ **If this Lease pertains to 321 Aylesford Place**, Tenant agrees to be responsible for, place in his or her name, and pay all utilities and user fees for the premises, including but not limited to water, sewer, landfill user fees, TV/internet/cable services, and electricity and/or gas service, and to provide Landlord with proof of compliance. If Landlord pays any utilities or fees, Tenant shall reimburse the same amount within five days of proof of payment. Failure to comply with this provision shall entitle Landlord to pay such utilities and user fees if it so desires, and to terminate the Lease, recover possession of the premises, and to recover reimbursement for any utilities and user fees paid, the costs of which shall be borne by Tenant. In such event Tenant shall be responsible for any resultant damage for breach of lease.

OR

_____ **If this Lease pertains to 320 Aylesford Place**, Landlord agrees to be responsible for and pay all utilities and user fees for the premises, including but not limited to water, sewer, landfill user fees, electricity and/or gas service, except that Tenant will be responsible for TV/internet/cable services.

6. Damage to Premises and Maintenance Requirements

This Lease shall not be assigned, nor any portion of the premises sublet, by Tenant without prior written consent of Landlord.

7. Damage to Premises and Maintenance Requirements

Landlord shall be responsible for major repairs not due to default, negligence, or willful conduct that it is required to make pursuant to applicable state and local law. Tenant shall be responsible for the cost of making all other repairs, including but not limited to damage to the exterior and interior walls, steps and decks, ceilings, floors, windows, screens, doors, locks, hardware, plumbing (including unstopping the plumbing within the unit), fixtures, cabinets, mirrors, or appurtenances of the leased premises, and any other repairs in or about the premises due to the default or negligence or willful conduct of Tenant, Tenant's family, his or her guests, licensees, or invitees, including damage to the yard, trees, landscaping, and any improvements on the property. Tenant agrees to pay to Landlord the cost of replacement or repair all of the damages that are his or her responsibility within fourteen (14) days after written notice from Landlord specifying the breach and requesting payment therefore. Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and submit an

itemized bill for the actual cost or present a bill for the anticipated fair and reasonable cost thereof, with Tenant to be fully responsible for any resultant damages for breach of this Lease in the event of nonpayment.

Tenant is required to maintain the leased premises in a clean, safe and sanitary condition at all times, including disposing of all garbage and other waste promptly by placing it in plastic trash bags in the dumpster provided. Tenant is required to undertake such cleaning and efforts as it necessary to maintain the kitchen and bathrooms in an absolutely clean and sanitary manner such that mold is not allowed to form or reproduce. Tenant shall immediately notify Landlord in writing of the observation of any electrical problems, heating and air conditioning malfunction, crack in plaster or stucco, moisture, in the ceiling, buckling sheetrock or siding, leaky roof, spongy floor, leaky water heater, termite activity, water leakage or flooding, any unusual coloration or discoloration or deterioration of the walls, ceilings, floors or any other areas, any evidence of water intrusion, through leaking faucets, or otherwise, any mold mildew that is seen on tiles or other surfaces in the bathrooms, any odor or other evidence of an unusual nature that may indicate the presence of mold, and any other conditions that may pose a hazard to property, health or safety. Tenant understands that he/she/they is/are not insured under Landlord's insurance coverage, and agrees that Landlord is not responsible for any damage by reason of fire, theft, or otherwise to Tenant's property. Tenant shall furnish all necessary light bulbs for his or her usage on the premises.

8. Pets

Tenant shall not allow or keep any pets in the leased dwelling unit or on the premises. Feeding or harboring stray animals constitutes having a pet and is not allowed. In the event that an animal is required as an accommodation for a Tenant with a documented disability, as defined by applicable law, the Tenant shall be responsible to insure that the animal does not create a nuisance, disturbance or health or safety hazard to other Tenants.

9. Security Deposit

Tenant is required to pay a security deposit of \$_____ as security for the protection of Landlord from physical damage to the premises beyond reasonable wear and tear. The deposit will be returned only if Tenant faithfully performs the obligations required under this Lease agreement. Landlord may withhold a portion of the deposit for any necessary repairs, except normal wear and tear, and cleaning the premises, appliances and fixtures, upon vacating the premises.

Tenant has made an inspection of the premises to be leased, and agrees that the property is in a fit and habitable condition except for such damages or malfunctions as have been listed in a separate move-in inspection listing which he has signed and delivered to Landlord, and the failure to describe any such damage on the move-in inspection list shall constitute conclusive evidence that Tenant takes the property in good and satisfactory condition without existing damage. Retention of any or all of the security deposit to cover damages to the premises shall not prevent Landlord from recovering additional damages which may be required to restore the property to its condition at the time of the execution of the lease. Tenant shall request an inspection of the premises within 24 hours after vacating the premises, and shall sign a move-out inspection list, giving written objection to Landlord of any areas and items of damage with which he or she disagrees with the assessment by Landlord. Tenant shall also submit in writing a forwarding address for mailing of the deposit.

Tenant understands that he or she may not apply the security deposit toward the last month's rent, or toward repair charges. Tenant understands that Tenant's liability for damage is not limited to the amount of the security deposit, and that any loss or damage in excess of the deposit remains an obligation of Tenant. **The security deposit is held at Bank of the Bluegrass in Account # _____.**

10. Required Standard of Conduct on Premises

Tenant shall conduct himself or herself and require other persons on the premises, including family, friends, guests, and any person affiliated with Tenant, to conduct themselves in a manner that will not disturb the peaceful enjoyment of premises by neighbors. The Tenant agrees to not permit the premises to be used for any illegal or immoral purposes, not permit or engage in any conduct which is noisy, dangerous or offensive. The premises shall not be used for any business purpose whatsoever. **Tenant shall maintain the residence on the leased premises in a clean and sanitary condition at all times.**

Tenant is required to comply with all federal, state and local governmental laws, ordinances and regulations pertaining to the common areas and the leased premises, and the use of the common areas and leased premises. In the event Tenant fails to do so such that a fine, fee, or civil penalty is assessed against Landlord, Tenant shall be required to reimburse Landlord, as additional rent due the 1st day of the month following notice of the assessment to Tenant, the amount of such fine, fee or civil penalty, along with any legal costs incurred by Landlord as a result of the assessment, the cost of any lien that may be filed against the property, or any other repercussion to Landlord. In addition, Landlord shall be entitled to declare that Tenant's failure to comply with the requirements of the law is a material non-compliance with the terms hereof and in such event, Landlord shall be entitled to terminate the tenancy upon fourteen (14) days notice.

11. Inspections and Entry By Landlord

Tenant acknowledges that Landlord shall have an absolute right to inspect the premises for cleanliness or otherwise, and to do all necessary purposes which include necessary or agreed repairs, decorations, alterations or improvements, to supply necessary or agreed services, or to exhibit dwelling unit to prospective or actual purchasers, mortgagees, workmen or contractors, without liability, at any time after having given Tenant two days written notice of the intention to do so (or as otherwise required by law), or without notice in the event of emergency, if notice is not practicable otherwise.

12. Premature Cancellation by Tenant

Except by written agreement signed by both Landlord and Tenant, and as otherwise provided herein, this lease shall terminate only upon the expiration of its term. If the Tenant elects to terminate this Lease at any time during the Initial Term, Landlord shall not be required to return any portion of the deposit, and Tenant shall be liable to Landlord all additional rent due hereunder until such time as Landlord relets the property, calculated from the date on which Tenant surrenders the property. The Tenant is responsible for any and all costs associated with the releasing of the property such as advertising cost, leasing fees, etc.

13. Absence from Premises

The Tenant must notify Landlord of any anticipated extended absence from the premises in excess of ten (10) days. During this period Landlord may enter the premises at any time reasonably necessary for the purpose of a security inspection without notice to the Tenant.

14. Smoke Detectors

Tenant acknowledges that Landlord has placed smoke detection devices in the premises and that said devices are operable at the time of occupancy by Tenant. Tenant shall have the obligation to maintain and test the devices on a weekly basis, and in the event of any defect in the devices, Tenant shall notify Landlord immediately

such that repair or replacement can be effectuated. Upon making the rental payment required each month, Tenant is acknowledging that an inspection of the devices has been made on a weekly basis during the previous month, and that each device was operating properly at the time of the inspections.

15. Insurance

- a. It is recommended that each person occupying the premises as a Tenant obtain their own Renter's Insurance Policy against fire, flood, damage caused by environmental factors, theft, or other losses or disasters, as Landlord carries insurance on its property only. It is agreed that Landlord is not responsible for damages to personal belongings of Tenant, or Tenant's family, guests, licensees or other persons on the premises with their consent, as a result of any such event.
- b. Tenants with waterbeds are also required to have Landlord approval and provide Landlord with proof of a Renter's Insurance Policy whereby the minimum legal liability coverage is \$50,000.00 on an annual basis.

16. Rules and Regulations

Tenant and Tenant's family members, guests, employees, and agents are subject to the rules and regulations as Landlord may from time to time adopt, and all rules and regulations of any city, county, state or other association with governing rights. Tenant is responsible in all respects for the actions of any family members, guests, employees, and agents. The rules and regulations are hereby made a part of this lease and incorporated into it as terms hereof and any violation of these rules and regulations by Tenant and/or Tenant's family members, guests, employees, and agents shall constitute a substantial and material violation of this lease by Tenant thereby affording Landlord the remedies at Landlord's option set forth hereinabove.

- a. No personal belongings of any type, and in particular, no furniture intended for interior use, are to be left on the lawns, walks, parking areas, stairs, landings, balconies, decks, patios, or in any other common areas. Violations of this requirement are serious and material, as the LFUCG Building code restricts the accumulation of all such debris, and could subject Landlord to liability. Tenants will be responsible for keeping their own balconies, decks, patios, and stairways clean and free of debris.
- b. No cars, trucks, campers, boats, recreational vehicles, motorcycles, or similar vehicles, regardless of the Landlord, are to be stored in the parking areas. Inoperable vehicles or vehicles which are unlicensed or not currently licensed, or which are left on the premises for a period of seven (7) days unmoved, are not permitted regardless of the Landlord. Any motor vehicle of Tenant or their guests or visitors parked in violation of the terms hereof, or any other unauthorized motor vehicle, boat or trailer parked on the premises, will be removed at the **Expense of the Owner** of the vehicle pursuant to **KRS 189.725**.
- c. All vehicles shall be parked only in the designated parking areas, and the parking of vehicles of any guests of Tenant are subject to regulation and restriction which may hereafter be imposed, notice of which shall be given by signage in the parking areas. All vehicles shall be parked in such a way that they do not obstruct the driveways for passageway to and from parking areas and the streets. Parking in spaces designated for handicapped persons is strictly forbidden unless there are clear markings on the license plate, or hanging from the rear-view mirror, that the vehicle is approved for handicapped parking. Any violations of these requirements may result in the towing of the offending vehicle, at the Expense of the Owner, and will subject Tenant to possible termination of tenancy.
- d. Loud and boisterous noise or any objectionable, abusive or threatening behavior by any Tenant or guest towards Landlord or its agents or employees, or towards other Tenants or guests is not permitted.
- e. Tenant (s) shall be responsible for, at its expense, the basic upkeep of the premises. Tenant(s) shall be responsible for, at its own expense, maintaining full and adequate insurance coverage on all personal property and contents in and on the premises, and for all liability with respect to injuries or other accidents, which may occur on the premises.

- f. Tenants are required to comply with all laws and regulations regarding the disposal of trash, garbage, the use of the dumpsters, and recycling. Tenant should be aware that the local laws concerning trash and recycling pickup is described in the brochure that is provided herewith, and Tenant acknowledges receipt of a copy of the said brochure. Tenant's failure to strictly comply with these requirements may result in a fine, fee or civil penalty being assessed against Landlord, and in such event, Tenant will be responsible for the resultant costs as described in paragraph 7 or above, or will be deemed to be in violation of this Lease and subject to termination of tenancy, or both, at the option of Landlord.
- g. No sanitary napkins, disposable diapers, tampons, toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, newspapers, or any other objects or materials not specifically designed for such disposal, shall be placed in the toilet. Tenant shall be charged the service and repair costs for their removal if they cause plumbing problems or other related damage.
- h. No signs, banners, advertising or any other materials or objects shall be placed in windows, on walls (both exterior and interior) so as to be seen from the outside, except by written permission of Landlord.
- i. Mops, clothing, rugs, etc. shall not be hung to dry in any halls, or from windows, doors, landings, stairs, balconies, decks or patios.
- j. No Tenant or household member may be convicted of a criminal offense or delinquent act including, but not limited to, injury or attempted injury to person or property. In the event of any conviction, Landlord will be entitled to terminate the tenancy.
- k. Tenant and all other authorized occupants of the leased premises and guests shall behave in such a manner as to not constitute a disturbance or annoyance to any other person who rents from Landlord in the same building or otherwise.
- l. No contact paper, adhesive fasteners, or any other object or material utilizing adhesives shall be attached to any surfaces within the unit. Tenant shall not paint, remove, or remodel any portion of the premises without the prior written consent of Landlord
- m. No antenna, aerial, satellite dish, TV dish, or other appurtenances shall be placed on the building.
- n. Tenant must compensate Landlord for any damages to the grounds, trees, or shrubs caused by himself or herself, or members of his or her household or guests. Any act of destruction or vandalism shall be reported to the Landlord immediately.
- o. No alterations, improvements, additions, fixtures, fences, etc. are to be placed or constructed in or about the premises without prior written permission from Landlord.
- p. Tenants agree that they will not change the locks, or add any deadbolt locks, on any door without prior written consent of Landlord, unless in the case of an emergency. Upon changing any lock, a duplicate key shall be given to Landlord.
- q. Landlord does NOT guarantee the existence and/or availability of any reserved or unreserved parking spaces.

Tenant will furnish Landlord with their current telephone number. Landlord shall take precaution to avoid publication to third parties. In the event that the telephone number changes, Tenant will notify Landlord immediately. If Tenant does not supply Landlord with correct telephone number, and after Landlord makes an attempt to contact Tenant with no response, Landlord shall have cause to enter the residence without notice.

17. Execution. Counterparts. Copies.

This Lease and/or any attached Guaranty may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A facsimile version, photocopy, and/or an electronically scanned image of a signature shall be deemed an original and shall be enforceable as if it is an original signature.

18. Non-Waiver

No term, covenant or condition of this Lease shall be deemed waived by Landlord unless waived in writing. Failure of Landlord to insist on strict compliance with the terms hereof or to exercise any rights or remedies authorized by law or by the terms hereof shall not constitute a waiver of the right to act on any violation.

19. Headings

The headings are for purposes of convenience and reference only, and the words contained therein shall in no way be held to explain, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

20. Severability

Landlord and Tenant agree that each provision of this Lease shall be deemed separate and, if for any reason any provision or provisions hereof are invalid, unenforceable or contrary to any existing or future law, such invalidity shall not affect the applicability or validity of any other provisions of the Lease.

21. Disclaimer

Neither the Landlord nor any of its representatives or employees or the Landlord of the property shall be liable, and Tenant agrees not to hold them liable, for any damage or loss to the property of the Tenant, or of any member of the Tenant's family or his or her visitors, or for personal injury including death to any person in or near the unit, or for any other act of theft, vandalism, or any other cause.

22. Written Agreement

Unless attached to this Lease, there are no representations, agreements or promises made by Landlord to Tenant and this Lease contains all of the terms, promises, and agreements made to Tenant concerning this rental. This Lease shall not be affected by any agreements or representations not specifically contained in writing herein. No modification or addition to the terms of this lease shall be binding on either of the parties unless made with good and valuable consideration, and in writing signed by each of the parties.

23. Landlord and Tenant

The term "**Landlord**" refers collectively to **BC AYLESFORD, LLC** and to any property manager and any other person or entity that is designated in writing to act on either of its behalf, and any of them is authorized to give notice, and to do any act contemplated hereunder, and in so doing, it shall be deemed that they have acted on behalf of Landlord. The term "**Tenant**" refers collectively to each Tenant of the property who has signed this Lease and each of them is authorized to give notice and receive notice, and to do any act contemplated hereunder, and in so doing, they shall be deemed to have acted on behalf of all of the Tenants. **All individuals signing are jointly and severally responsible for all obligations of Tenant hereunder.**

Acknowledgement

Each Tenant hereby acknowledges that he or she has read this Agreement and that after having an adequate opportunity to review the terms thereof, states that he or she fully understands the terms thereof. Tenant further acknowledges that the entries made on the Rental Application, if applicable, are true and correct, that Landlord has the right to and rely on the facts recited therein, and that in the event of any material misrepresentation, it shall be entitled to void this Lease and terminate the tenancy of Tenant, and recover all damages related thereto. IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written below.

Tenant:

Date	Date
Date	Date
Date	Date

Landlord:

BC AYLESFORD, LLC

By: _____
Tracy B. Clinkinbeard, Member Date

Guarantors:

The undersigned Guarantor(s) execute this Lease to acknowledge receipt and to affirm the execution of the attached Guaranty is made a part of this Lease.

Date	Date
Date	Date
Date	Date

GUARANTY

As a material inducement to Landlord to enter into the Lease (the "Lease") and any extensions or renewals of and amendments to the Lease, between **BC AYLESFORD, LLC**, as Landlord, and

_____, as Tenant,

_____ ("Guarantor") does hereby jointly and severally, unconditionally and irrevocably guarantee the complete and timely payment and performance of each obligation of Tenant (and any assignee) under the Lease and any extensions or renewals of and amendments to the Lease. This Guaranty is an absolute, primary, and continuing, guaranty of payment and performance and is independent of Tenant's obligation under the Lease. Guarantor waives any right to require Landlord to (a) join Tenant with Guarantor in any suit arising under this Guarantee, (b) proceed against or exhaust any security given to secure Tenant's obligations under the Lease, or (c) pursue or exhaust any other remedy in Landlord's power. Landlord may, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, compromise, extend or otherwise modify any or all of the terms of this Lease. Guarantor hereby waives all demands for performance, notices of performance, and notices of acceptance of this Guaranty. The liability of Guarantor under this Guaranty will not be affected by (1) the release or discharge of Tenant from, or impairment, limitation or modification of, Tenant's obligations under the Lease in any bankruptcy, receivership, or other debtor relief proceedings, whether state or federal and whether voluntary or involuntary; (2) the rejection or disaffirmance of the Lease in any such proceedings; or (3) the cessation from any cause whatsoever of the liability of Tenant under the Lease.

This Guaranty shall inure to the benefit of Landlord named in the Lease, its successors and assigns. This Guaranty is attached to and made a part of the Lease, and Guarantor acknowledges that Guarantor has received a copy thereof. In witness whereof, Guarantor has hereunto executed this Guaranty as of the date below.

Guarantor:

Signature: _____

Printed Name: _____

Date: _____

Social Security Number: _____

Address: _____
