

# HUMAN RESOURCE DEVELOPMENT AND EMPLOYMENT, INC.

## RESIDENTIAL STAFF AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (“Lease”) is made and is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, between \_\_\_\_\_, herein referred to as LANDLORD, and \_\_\_\_\_ herein referred to as TENANT. By this agreement, LANDLORD Leases to the TENANT the Apartment Number \_\_\_\_\_ (“Leased Premises”) of the building known as \_\_\_\_\_, situated at \_\_\_\_\_, \_\_\_\_\_, County of \_\_\_\_\_, State of West Virginia, to be used and occupied by TENANT as a residence and for no other use or purpose whatsoever, for a period beginning on \_\_\_\_\_, 2\_\_\_\_ and ending thirty (30) days from the date of any change in the Tenant’s employee status. Rental value per month will be considered as part of your salary. It is further mutually agreed between the parties as follows:

### **1. Pet Deposit**

Upon Execution of this Lease, TENANT shall deposit with LANDLORD Three Hundred Dollars (\$ 300.00), receipt of which is acknowledged in writing by LANDLORD, as security for Pet Deposit, to be returned to TENANT, with interest, on the full and faithful performance by TENANT of the provisions hereof, within 30 days of the expiration of this Lease. In the event of damage to the Leased Premises by the Pet, LANDLORD may use funds from the deposit for repair, but is not limited to this fund and TENANT remains liable. The LANDLORD, upon making such repairs, will provide TENANT with an itemized accounting of costs and refund the balance, if any, within a reasonable time of the expiration of this lease.

Locks may not be changed, nor any additional locks are to be installed on the doors. All keys must be returned upon vacating the apartment. If keys are not returned, the charge for new locks will be charged to the tenant. Tenants may not duplicate any key.

### **2. Assignment and Subletting**

TENANT shall not assign this Lease or sublet the Leased Premises or any part thereof without the prior written consent of the LANDLORD. A consent by LANDLORD to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting. Any assignment, subletting, concession, or

license without the prior written consent of LANDLORD shall be void and, at LANDLORD's option, terminate this Lease.

### **3. Showing Property**

TENANT hereby grants permission to LANDLORD to show the Leased Premises to prospective staff at reasonable hours of the day within sixty (60) days of the expiration of the term of this Lease.

### **4. Entry for Inspection, Repairs, and Alterations**

LANDLORD shall have the right to enter the Leased Premises for inspection at all reasonable hours and whenever necessary to make repairs and/or alterations.

### **5. Utilities**

All utilities except private telephone, cable television and internet are furnished as a part of this Lease and are the responsibility of and shall be obtained at the expense of the LANDLORD.

### **6. Repairs, Redecoration, or Alterations**

LANDLORD shall be responsible for repairs to the interior and exterior of the building, provided however that repairs required because of damage done by TENANT, TENANT's family, guests, or agents shall be charged to the TENANT. It is agreed that TENANT will not make or permit to be made any alterations, additions, improvements, or changes in the Leased Premises without, in each case, first obtaining the written consent of LANDLORD. A consent to a particular alteration, addition, improvement, or change shall not be deemed a consent to or waiver of restrictions against any further additions, improvements, or changes. All alterations, changes, and improvements built, constructed, or placed in the Leased Premises by TENANT, with the exception of fixtures removed without damage to the Property or Leased Premises, and movable personal property, shall be the property of LANDLORD and remain in the Leased Premises at the expiration or sooner termination of this Lease.

### **7. Waste, Nuisance, or Unlawful Use**

TENANT agrees that he/she will not commit waste on the premises or maintain or permit to be maintained a nuisance thereon, or use or permit the premises to be used in any unlawful manner. TENANT shall comply with all health, sanitary, noise pollution, and nuisance laws, ordinances, rules, and orders of appropriate government authorities with respect to the Leased Premises.

**8. Waivers**

A waiver by LANDLORD of a breach of any covenant or duty of TENANT under this Lease is not a waiver of a breach of any other covenant or duty of TENANT, or any subsequent breach of the same covenant or duty.

**9. Redelivery of Premises**

At the end of the term of this Lease, TENANT shall surrender the premises to LANDLORD in as good condition as it was at the commencement of this Lease, ordinary wear, decay, and damage by the elements excepted. Any damage stemming from anything other than normal wear and tear will be the financial responsibility of the TENANT.

**10. Destruction of Premises and Eminent Domain**

In the event the Leased Premises are destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of TENANT, or if the Leased Premises are taken by eminent domain, this Lease shall be at an end from such time except for the purpose of enforcing rights that may have accrued hereunder. The rental shall then be accounted for between LANDLORD and TENANT up to the time of such inquiry or destruction or taking of the premises, TENANT paying up to such date and LANDLORD refunding the rent collected beyond such date. A condemnation award shall belong exclusively to the LANDLORD.

**11. Use of Premises**

TENANT agrees to obey and abide by the Rules and Regulations of \_\_\_\_\_, which are attached to this Lease, and to such alterations, additions, and modifications of the Rules and Regulations as may from time to time be made by LANDLORD. Such Rules and Regulations and modifications thereof shall be considered a part of this Lease and shall faithfully be observed by TENANT and his/her guests.

**12. Delay In or Impossibility of Delivery of Possession**

In the event LANDLORD cannot deliver possession to TENANT on or before the commencement of the Lease term, there shall be no liability on LANDLORD, but the rental provided herein shall abate until possession is given. LANDLORD shall have thirty (30) days in which to deliver possession, and if possession is delivered in such time, TENANT agrees to accept the Leased Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, then this Lease and all rights hereunder shall be at an end.

**13. Property Damage**

LANDLORD shall not be liable to TENANT or his/her agents, guests, or family members, for any damage caused to their property or loss of any of their property, in or on the property or in the Leased Premises however occurring, nor for unavoidable delay in the furnishing of heat, water, or light to the premises.

**14. Personal Injury**

LANDLORD shall not be liable to TENANT or the TENANT's guests, agents, or family members for any damages to any person caused by any act of negligence of the LANDLORD or his agents or employees, or due to the chalet or premises, or any appurtenances thereof being improperly constructed or being or becoming out of repair, nor for any defects or want of repair of the chalet or the premises. TENANT accepts the chalet and premises and each and every appurtenance thereof, and waives defects therein and agrees to hold LANDLORD harmless from all claims for any damage arising out of the use of the chalet or premises.

**15. Binding Effect**

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

**16. Notice**

Any and all notices referred to herein shall be sufficient, if furnished in writing to the representatives of the parties at LANDLORD's place of business or at the TENANT's Leased Premises. Written notices by LANDLORD to TENANT under Section 16, Default, shall be sufficient if posted in writing to the door of the Leased Premises.

**17. Attachment to the Agreement**

The TENANT certifies that he/she has received a copy of the \_\_\_\_\_, "Rules and Regulations" and understands that these Rules and Regulations are a part of this Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease at \_\_\_\_\_

\_\_\_\_\_ on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT