

**RESIDENTIAL RENTAL AGREEMENT**

This agreement between the lessor/landlord and the lessee/tenant, whether one or more, consists of two parts. The General Terms are intended to provide a peaceful, safe, and habitable residence for all persons living within the vicinity of the rental unit and protect the lessor’s interest in the rental property. The Specific Terms detail the unique terms of this agreement. Lease addendum(s) may be added to this agreement at the time of signing or at a later date if agreed to by lessor and lessee.

The parties to this Residential Rental Agreement are strongly urged to read and understand all parts of this agreement and negotiate any changes to this agreement before signing on the last page.

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## GENERAL TERMS

The General Terms of this agreement are:

1. Application. The lessor and lessee have entered into this agreement pursuant to a residential rental application completed by the lessee. Lessor has relied upon the information in the application to be accurate and complete. Lessor and lessee acknowledge that lessee's failure to provide accurate or complete relevant information is justification for termination of the tenancy by lessor with cause and without prior notice.
2. Initial lease period. The initial lease period is as designated in the Specific Terms. A shorter period is not acceptable because monthly rent, utility cost averages, administrative costs, and anticipated lost rent between tenants is averaged over this period.
  - a. The initial lease period is separated into monthly rental periods from the first day to the last day of each month for rent payment.
  - b. Monthly rent will be prorated to exclude rent for any unoccupied period between the initial lease period beginning date and the lease effective date.
  - c. The remainder of the rent from the initial lease period becomes due immediately if the tenancy is terminated during the initial lease period other than by termination as provided for in item 7.g.
  - d. Lessor will issue credits and/or refunds as appropriate to lessee as rent for the remainder of the initial lease period is recovered from subsequent tenants.
  - e. Lessor must take reasonable measures to rent the premises to another tenant.
3. Subsequent lease periods. Subsequent lease periods are one month from the first day to the last day of a month, not a partial month including the final month, and continue automatically from the end of the initial lease period.
4. Lease effective date. The lease effective date is as designated in the Specific Terms and is the expected date that lessee will take possession of the premises. The lease effective date may be before, after, or the same as the initial lease period beginning date. A breach of this agreement by the lessee prior to taking possession of the rental unit if the rental unit is available by the lease effective date will not absolve lessee of liability under this agreement.
  - a. If the rental unit is occupied and/or undergoing repairs or remodeling at the time this agreement is entered into and it becomes obvious that the rental unit will not be available by the lease effective date:
    - (1) Lessee may cancel this agreement with a written notice to lessor.
    - (2) Lessee may extend the lease effective date to the date the rental unit is available.
    - (3) Lessee may cancel this agreement at any time during the extension up to the date the rental unit is available with a written notice to lessor.
  - b. Upon lessor's receipt of lessee's notice to cancel this agreement as per item 4.a., lessor must promptly refund all money paid by lessee.
  - c. Lessor assumes no liability for failure to meet the lease effective date as described in item 4.a.
5. Assignment of the lease.
  - a. The right of occupancy is not assignable by lessee. This agreement may be assigned by lessor to a management company and/or a purchaser of the property.
  - b. Lessor or lessee may transfer their interests and rights in this agreement after termination of the tenancy to a third party who may act on these interests and rights as if they were a party to this agreement. Such a third party shall be appointed by the transferor as the attorney in fact for the transferor to accept service of process and defend a civil action related to this agreement. Such a third party may be held liable for the obligations of the party from whom they received such interests and rights, but only to the extent of those interests and rights.

Example: Lessee vacates the rental unit with damages. Lessor does not refund the deposit. Lessee transfers lessee's interest in the deposit to a third party. Third party files a civil complaint against lessor for refund of the deposit. Lessor counterclaims for damages against the third party and the lessee as having received service of process through the third party. Lessor can hold the third party liable for damages only to the amount of a judgment for the third party. Lessor can hold the lessee liable for all damages as provided for in this agreement.
6. Lease processing fee. A lease processing fee equal to one month's rent as designated in the Specific Terms is charged to lessee for lessor's costs in preparing the lease documentation, readying the rental unit, and other expenses incurred.
  - a. The lease processing fee is amortized over a twelve month period with one-twelfth (1/12) of the total being reduced for each full month of rent paid in full prior to termination of the tenancy.
  - b. Monthly rent paid from the deposit, post termination occupancy penalty, remainder of the rent from the initial lease period, or the full rental periods notice of termination do not reduce the lease processing fee.
  - c. The unamortized portion of the lease processing fee becomes due immediately on termination of the tenancy except when terminated as provided for in item 7.g.

(1) Termination by lessor without cause (see item 7.b.) does not relieve lessee of responsibility for the unamortized portion of the lease processing fee.

7. Notice to terminate the tenancy.

a. Lessor and lessee acknowledge that the following notice periods and procedures are intended to replace the notice that would otherwise be required by W. Va. Code §37-6-5.

b. Termination by lessor without cause (when there are no lease violations claimed) is by providing a full rental periods prior notice of termination in writing effective on the last day of the initial lease period or the last day of a subsequent lease period and such notice may be given by posting the notice on the rental unit entry door, hand delivering the notice to lessee at any location, or depositing the notice in the U. S. mail addressed to the lessee at the rental unit mailing address or other address provided by lessee.

(1) Lessee's failure to vacate, return the keys, or return the rental unit in move-in condition by the last day of a month will leave lessee liable for rent for the next month or as required to return to move-in condition.

(2) A notice of termination given after the first day of a month with an effective date of the last day of the same month will be effective on the last day of the following month unless lessee agrees to accept the notice as submitted.

(3) Lessee is responsible for paying rent during the notice of termination period if or if not occupied by lessee.

(4) Lessee's refusal to make the rental unit available to show to prospective tenants will leave lessee responsible for rent for the month following termination of the tenancy.

(a) Twenty-four hours notice to show the rental unit is reasonable if lessee provides and responds to a phone contact.

(b) No notice is reasonable if lessee does not provide or respond to a phone contact or phone service is not available or phone contact information is not provided to lessor.

c. Termination by lessor with cause (when there are lease violations claimed) can be issued during the initial lease period or a subsequent lease period and does not relieve lessee of any responsibilities under this agreement and can be completed by one or more of the following:

(1) No prior notice of termination is required for an emergency eviction and such notice may be given by lessor taking possession of the rental unit or by providing a verbal or written notice of termination. An emergency eviction becomes effective immediately or as may be allowed by lessor. An emergency eviction is applicable as provided for in items 1., 7.j.(6), 15.a.(1), and 21.b.(1) and to serious misconduct relating to lessee's tenancy which includes, but is not limited to, cases of domestic violence, threats or acts of physical harm to others, illegal activity especially illegal drug activity, intentional or major damage to the premises, etc.

(2) There is an implied five days prior notice of termination if the rent is not paid in full on the first day of the month due and such notice will be considered to be given on the second day of the month. The termination date will be anytime after the fifth day of the notice (the sixth day of the month) and twenty-four hours after (the sixth day of the month or later) a verbal or written demand for payment is made and not satisfied with the payment of all rent, late charges, and the notice of termination fee due. The demand for payment may be made by phone, including answering machine messages and text messages, posting on the rental unit entry door, by U. S. mail addressed to the lessee at the rental unit mailing address or other address provided by lessee, or in person. Payments to satisfy the notice of termination must be made directly to lessor by means designated by lessor. Cancellation of this implied notice of termination with the payment of all rent, late charges, and the notice of termination fee due will not cancel any other notice of termination given as provided for herein, including notice of termination for unpaid rent. Receipt and acceptance after the termination date of all or part of the rent, late charges, and/or notice of termination fees due does not cancel or postpone the implied five days prior notice of termination without a written cancellation or postponement by lessor.

(3) Providing five days prior notice of termination in writing and stating the cause and the termination date and posting the notice on the rental unit entry door five full days before the termination date, hand delivering the notice to lessee at any location five full days before the termination date, or depositing the notice in the U. S. mail addressed to the lessee at the rental unit mailing address or other address provided by lessee seven full days before the termination date.

(4) Filing a "Wrongful Occupation of Residential Rental Property" suit with the termination date as set by the court at a hearing on the suit.

(5) Filing a "Wrongful Occupation of Residential Rental Property" suit with the service of process being returned to the court without being served with the termination date being the date the hearing was originally scheduled.

d. Lessee will incur a \$50.00 notice of termination fee for any notice of termination by lessor with cause as described in items 7.c.(1) through (3).

(1) A fee for a notice of termination issued in accordance with 7.c.(2) or (3) for unpaid rent will be cancelled if rent is subsequently received with a postmark dated on or before the fifth day of the month due.

e. Termination by lessor with cause will leave lessee responsible for a full rental periods notice for which rent will be due and such notice will be considered to be given on the day following lessee vacating the premises and cover the following monthly rental period.

(1) Lessee is responsible for rent during the notice period including when lessor rents the property to another party for the same period.

f. Termination by lessee without cause (when there are no lease violations claimed) is by providing a full rental periods prior notice of termination in writing to lessor's mailing address in the Specific Terms effective on the last day of the initial lease

period or the last day of a subsequent lease period, vacating the rental unit and returning the keys to lessor before the end of the last month, and returning the rental unit in move-in condition to lessor before the end of the last month.

(1) Lessee's failure to vacate, return the keys, or return the rental unit in move-in condition by the last day of a month will leave lessee liable for rent for the next month or as required to return to move-in condition.

(2) A notice of termination given after the first day of a month with an effective date of the last day of the same month will be effective on the last day of the following month unless lessor agrees to accept the notice as submitted.

(3) Lessee is responsible for paying rent during the notice of termination period if or if not occupied by lessee and including when lessor rents the property to another party for the same period.

(4) Lessee's refusal to make the rental unit available to show to prospective tenants will leave lessee responsible for rent for the month following termination of the tenancy.

(a) Twenty-four hours notice to show the rental unit is reasonable if lessee provides and responds to a phone contact.

(b) No notice is reasonable if lessee does not provide or respond to a phone contact or phone service is not available or phone contact information is not provided to lessor.

g. Termination by lessee with cause (when the rental unit is in a state of unsafe disrepair and/or uninhabitable based on applicable building and/or housing codes and W. Va. Code §37-6-30 (a) - (d) when such problems were not caused by lessee and lessor was required to correct such conditions) is:

(1) In the case of life threatening situations, vacate the premises immediately and notify the proper authorities and then notify lessor by phone and in writing to lessor's mailing address in the Specific Terms. If the situation cannot be corrected within a reasonable time, the tenancy is terminated without further notice by lessee providing a written statement detailing the cause to lessor's mailing address in the Specific Terms. The unused portion of the rent from the time the rental unit became unoccupied is to be refunded or credited to the lessee. Lessee will not be responsible for providing a full rental periods notice of termination, the unamortized lease processing fee, or lost rent during the initial lease period.

(2) In the case of potentially dangerous situations, notify lessor by phone and with a follow-up letter to lessor's mailing address in the Specific Terms when the lessee becomes aware of the situation. If the situation is not corrected within a reasonable time, the tenancy is terminated by lessee providing a written statement detailing the cause to lessor's mailing address in the Specific Terms. The unused portion of the rent from the time the rental unit became unoccupied is to be refunded or credited to the lessee. Lessee will not be responsible for providing a full rental periods notice of termination, the unamortized lease processing fee, or lost rent during the initial lease period.

(3) In the case of serious building and/or housing code and W. Va. Code §37-6-30 (a) - (d) violations, the lessee must provide a written inspection from the appropriate building and/or housing code officials to lessor's mailing address in the Specific Terms describing the violations and the necessary repairs and/or changes that are required to bring the rental unit into compliance. If the situation is not corrected within a reasonable time, the tenancy is terminated by lessee providing a written statement to lessor's mailing address in the Specific Terms detailing the cause. The unused portion of the rent from the time the rental unit became unoccupied is to be refunded or credited to the lessee. Lessee will not be responsible for providing a full rental periods notice of termination, the unamortized lease processing fee, or lost rent during the initial lease period.

h. Termination by lessee with cause does not include temporary loss of utility service or matters of comfort, pleasantness, or suitability.

i. The following factors will be used in determining the appropriateness of the cause claimed in a notice to terminate with cause and, therefore, the appropriateness of the notice given:

(1) Accuracy - did the cause claimed actually exist.

(2) Reliance - was the party acting reasonably in relying on the information available when claiming the cause.

(3) Violation - was the cause claimed actually a violation of the law, lease, or applicable building and/or housing codes and W. Va. Code §37-6-30 (a) - (d).

(4) Seriousness - was the cause claimed sufficient to terminate the tenancy in a manner other than termination without cause.

j. General provisions.

(1) Notice of termination with cause by lessor may be given and the termination effective time and/or date may occur during a monthly rental period even if rent for that period has been paid. Monthly rent that becomes due during a notice to terminate period is payable in full. Lessee is responsible for paying rent during the notice of termination period.

(2) If more than one notice of termination as provided above with different termination times and/or dates is completed by a party, the earliest applicable termination time and/or date applies.

(3) If both parties complete a notice of termination as provided above, the earliest notice of termination time and/or date will prevail.

(4) Once notice of termination has been completed, it cannot be revoked or extended without the written agreement of both parties.

(5) Any alternative notice of termination and termination time and/or date must be in writing and agreed to by both parties.

(6) Lessor's notice of termination may be to one or more lessees and may be for different times and/or dates for different lessees. Remaining lessees may not invite or allow a terminated lessee onto the premises or the remaining lessee's tenancy may be terminated with no prior notice of termination.

(7) A notice of termination issued by one party to a phone number provided by the other party, posted on the rental unit entry door, or by U. S. mail as provided for in item 7. will constitute receipt of the notice of termination by the other party.

(a) A parties change in phone number(s) and/or mailing address must be provided to the other party in writing.

(8) A notice of termination mistakenly issued by lessor or lessee may be cancelled by the agreement of the lessor and lessee if discovered prior to lessor taking possession of the premises or lessee vacating the premises. There will be no liability or penalties for the lessor or lessee for a reasonable mistake of facts in issuing and/or executing a notice of termination.

8. Termination of the tenancy.

a. The tenancy is considered to be terminated after the termination as provided for in item 7., item 18.f., and/or other means.

b. Lessee will be considered to have surrendered the premises and terminated the tenancy if:

(1) Any part of the rent is unpaid and the dwelling is not actively occupied with the lessee designated in the Specific Terms present for five consecutive days.

(2) Any part of the rent is unpaid and it can be reasonably considered that the lessee designated in the Specific Terms has established a residence elsewhere.

(a) Establishment of a residence elsewhere can be assumed based on the personal property remaining on the premises, status of utility service, uncollected mail, and any other information available to the lessor.

(3) Termination by lessee as described in items 8.b.(1) and/or (2) will leave lessee responsible for a full rental periods notice of termination for which rent will be due and such notice will be considered to be given on the day following lessor taking possession of the premises and cover the following monthly rental period.

c. Lessee is not entitled to remain in possession of the property after the termination time and/or date.

d. Lessor has the right to take possession of the rental unit and/or any personal property remaining on the premises at any time after the termination time and/or date. Lessor acquires lien rights to any of lessee's personal property taken into possession. Lessor's actual taking possession of the rental unit and/or any personal property remaining on the premises after the termination time and/or date may be considerably delayed due to various factors that must be taken into consideration in such an action. Any such delay does not constitute a waiver of the termination time and/or date.

(1) Lessor may take possession of parts of the rental unit or personal property as opportunities to do so become available.

e. Lessee will incur a post termination occupancy penalty of \$100.00 per day as described in item 11. for occupancy or possession of the premises after the effective date of a notice of termination by lessor with cause or after lessor's posting of a notice of taking possession of the premises.

f. Lessee is considered a trespasser on the premises at any time after the termination time and/or date.

g. Lessor may seek the assistance of law enforcement officials to remove any people, including lessee, from the premises at any time after the termination time and/or date.

h. Lessor may file a "Wrongful Occupation of Residential Rental Property" suit citing lessee as a holdover tenant from the termination date and claiming any rent due as allowed by such statute.

(1) Lessor may take possession of the rental unit and/or any personal property remaining on the premises during the pendency of such a suit and prior to a date set by the court.

i. Lessee's personal property taken into possession by lessor as part of taking possession of the rental unit will require:

(1) Lessor to be responsible for storing personal property of significant value for thirty days as provided for in item 9.a.(1)(a).

(2) Lessor to use reasonable care in moving and/or storing lessee's personal property as designated in item 9.a.(1)(a). Moving will not be done by professional movers. Lessor will not be responsible for damage, loss, and/or theft of lessee's personal property.

(3) No value to be assigned to personal property for "sentimental value".

(4) Perishables to be disposed of immediately.

(5) Pets and/or service animals to be turned over to the humane society, provided an alternative home, set free, or destroyed at lessor's discretion.

(6) Personal property to be presumed to have little or no value.

(7) Lessee will be responsible for lessor's costs in disposing of, moving, and/or storing lessee's personal property.

(8) Any amounts owed by lessee to lessor and the estimated costs for return of any personal property must be paid prior to release of any personal property.

(9) Lessor may dispose of any personal property after thirty days or as provided for in item 9.a.(1)(b).

9. Move-out procedure.

a. At the time of lessee's moving out of the rental unit and regardless of the move-out being performed by lessee or lessor, voluntarily or involuntarily, and/or with or without lessee's knowledge and in addition to any other requirements of this agreement, lessee will be responsible to:

(1) Remove all personal property.

(a) If lessee is unable to remove any personal property which lessee wants to be held by lessor in accordance with item 8.i., such property is to be conspicuously marked and included in a list of such property with the value of each item of such

property and the property list presented to lessor with lessee maintaining a copy of the property list signed by lessor. Such valuation is not conclusive as to the actual value of the property. Storage fees and costs will be charged to lessee.

(b) If lessee fails to remove any personal property and fails to comply with item 9.a.(1)(a), lessor may dispose of such personal property.

(c) Item 9.a.(1)(a) applies only to non-perishable and inanimate personal property. Also see item 8.i.(5).

(2) Complete all repairs and cleaning which are lessee's responsibility.

(3) Schedule a move-out inspection with lessor after all personal property has been removed and all lessee repairs and cleaning has been completed.

(4) Return all keys issued by lessor and any duplicate keys by leaving the keys conspicuously on the refrigerator or the kitchen countertop.

(5) Provide lessor with a forwarding address for the refund of or accounting for the deposit as required by item 15.

b. Lessee's failure to move-out prior to the effective time and/or date of a notice of termination and lessor performs the move-out with or without lessee's knowledge and/or special consent does not relieve lessee of responsibility for items 9.a.(1) through (5).

#### 10. Monthly rent and late charges.

a. Monthly rent as designated in the Specific Terms is payable in advance on the first day of each month of the initial lease period and any subsequent lease periods.

(1) Monthly rent may be changed during the tenancy as agreed to by lessor and lessee or lessee's third party payor.

b. Lessee is responsible for the full month's rent if lessee is in possession of the premises on the first day of the final month except when terminated by lessee with cause as per item 7.g.

c. There is an implied five days notice of termination if the rent is not paid in full on the first day of the month due as per item 7.c.(2).

d. Rent and late charge payments are to be made payable, addressed, and placed in the U. S. mail to lessor's name and address in the Specific Terms.

(1) Lessor may require payments to be made personally to lessor in the case of late rent payments.

(2) Lessor may require payments to be made by cashier's check or money order in the case of late rent payments, returned checks, or out of area banks.

(3) Lessee is responsible for lessor's costs in converting cash and/or personal checks to cashier's checks.

(4) Payments to satisfy a notice of termination must be made directly to lessor by means designated by lessor.

e. The late charge in item 10.f. is not authorization to pay rent after the due date of the first day of each month.

f. An escalating late charge is imposed on the outstanding balance, up to one month's rent, if the payment is not received or postmarked by the fifth day of the month due. If rent is paid by a third party (HUD) or a partial payment is made, the late charge will apply to the unpaid balance as follows:

(1) First through fifth late payments - \$5.00 per hundred dollars or any part of the next hundred dollars.

(2) Sixth through tenth late payments - \$10.00 per hundred dollars or any part of the next hundred dollars.

(3) eleventh and subsequent late payments - \$20.00 per hundred dollars or any part of the next hundred dollars.

g. Payment of the current month's rent after the fifth day of the month and/or an outstanding balance from a prior period unpaid as of the fifth day of the current month constitutes a late payment for calculation of the late payments schedule in item 10.f.

h. Imposition of the escalating late fee is based on late payments and not on prior late fee charges. Prior late payment fee waivers will not reduce the number of late payments for calculating the applicable late payment fee tier.

i. Payments are applied to the oldest outstanding amounts including outstanding invoices and/or statements.

j. Requests for waivers of late charges will be considered only if the following conditions are met:

(1) Rent is usually paid timely.

(2) A waiver is requested by the fifth day of the month due.

k. Acceptance of rent and/or late charge payments does not constitute a waiver of any violation of this agreement unless agreed to in writing by lessor and is not authorization for future late payments.

#### 11. Post termination occupancy penalty.

a. Post termination occupancy penalty of \$100.00 per day is payable daily for each day lessee is occupying or in possession of the premises after the effective date of a notice of termination by lessor with cause or after lessor's posting of a notice of taking possession of the premises.

(1) The notice of termination effective date is not changed based on a court ordered date of possession.

b. Monthly rent and/or late charge that becomes due prior to the imposition of the post termination occupancy penalty is not reduced by the post termination occupancy penalty and does not reduce the post termination occupancy penalty.

c. Monthly rent and/or late charge that becomes due after the imposition of post termination occupancy penalty is reduced by the post termination occupancy penalty.

Example: Lessor issues a notice of termination with cause effective on the 20th day of June for non-payment of the \$500.00 rent for the month of June. Lessee continues to occupy the rental unit until the 8th day of July. Rent and late charges are due for June, post termination occupancy penalty is due for June (06/21 to 06/30), and post termination occupancy penalty is due for July (07/01 to 07/08).

\$500.00	June rent.
\$025.00	June late charge.
\$900.00	June post termination occupancy penalty for 9 days (06/21 to 06/30).
<u>\$800.00</u>	July post termination occupancy penalty for 8 days (07/01 to 07/08).
<u>\$2225.00</u>	total due.

d. The imposition or payment of the rent or post termination occupancy penalty does not nullify the notice of termination and items 8. and 9. continue to apply.

e. Post termination occupancy penalty is not calculated until after the rental unit has been vacated and will not be the subject of a Wrongful Occupation suit. A Wrongful Occupation suit will cite only the monthly rent.

f. Termination by lessor with cause will leave lessee responsible for a full rentals periods notice for which rent will be due and such notice will be considered to be given on the day following lessee vacating the premises and cover the following monthly rental period.

## 12. Utility responsibilities.

a. Lessee must promptly assume and maintain utility service to the dwelling during the lease period for such utilities which lessee is responsible as designated in the Specific Terms. Lessee is responsible for such utility costs incurred by lessor during the initial lease period or subsequent lease periods even if lessee is not occupying the rental unit.

b. If the utility service is not assumed or maintained as required in the Specific Terms, the other party may assume such utility service and bill the responsible party for the costs of the utility service plus a utility processing fee of ten percent of the cost or \$25.00 per utility bill, whichever is greater. The party assuming such utility service may discontinue the utility service at any time without notice to the other party.

c. Lessee must use utilities provided by lessor in a responsible manner (doors and windows closed when heating or cooling system in use, unnecessary lights turned off, laundry facilities for lessee's use only, etc.).

(1) Monthly rent does not include the cost of lessor provided utilities for window air conditioners, laundry appliances if designated plumbing connections are not provided, and/or charging of electric cars, equipment, appliances, tools, etc. for use outside of the rental unit.

(2) Wasteful, excessive, and/or unauthorized use of lessor provided utilities will result in a surcharge to lessee.

d. Loss of utility service due to defective wiring, piping, or other conditions which are not caused by lessee must be corrected in accordance with W. Va. Code §37-6-30(a) through (d) within a reasonable time by lessor as required to restore utility service after being notified of loss of service by lessee.

e. Loss of utility service for which lessor is responsible due to billing disputes or errors must be corrected promptly in accordance with W. Va. Code §37-6-30(a) through (d) by lessor as required to restore utility service after being notified of loss of service by lessee.

f. Failure to assume or maintain utility service, failure to pay invoices or surcharges for utility service, or failure to correct the loss of utility service in accordance with W. Va. Code §37-6-30(a) through (d) as described in items 12.a. through e. within a reasonable time is grounds for a notice of termination with cause if such notice is issued prior to the situation being corrected.

g. Temporary loss of utility service beyond the control of the parties is not grounds for a notice of termination with cause. The determination as to when temporary loss of utility service renders the rental unit uninhabitable will be based on the location of the rental unit and what a reasonable homeowner would do under the same circumstances. A rental unit in a less populated area must expect longer delays in restoring utility service.

h. Lessor may disconnect or disable utility service to the rental unit after the termination of the tenancy regardless of which party provides the utility service.

i. Lessor may pay directly to the utility providers from lessee's deposit any unpaid utility bills for any period for which lessee is responsible for utilities in accordance with this agreement.

13. Damages. Lessee will not intentionally or negligently damage the premises. Such damage includes damage to the premises caused by lessee or lessee's guests or visitors, but does not include normal wear and depreciation or vandalism by persons other than lessee or lessee's guests or visitors if a timely police report is filed.

a. Damage to the premises will be presumed to be the responsibility of lessee.

b. If lessee has or has had any relationship, on or off the premises, with persons causing damage, they will be considered to be lessee's guests or visitors. Lessee is responsible for the people lessee associates with and is responsible for their conduct on the premises whether or not they are invited.

c. Damages to the premises includes, but is not limited to, the following:

(1) Physical damage to the premises and/or lessor's personal property on the premises.

(2) Excessive filth as determined by lessor constitutes damage to the premises.

(3) Nails or adhesive hangers used on wood paneling or woodwork. Use small nails or adhesive hangers on drywall only.

(4) Installing wallpaper or border.

(5) Painting, marking on walls, or significant alterations without prior written approval (painting different colors may require a deposit increase).

(6) Altering or removing existing blinds or curtain rods. Alter your curtains to fit the existing rods.

(7) Failure to report problems (water leaks, electrical faults, loose wood, etc.) to lessor in a timely manner and such problems subsequently cause damage to the premises.

(8) Drain and/or sewer stoppages.

d. Lessee is responsible for removing nails and hangers and repairing walls and returning to move-in condition any alterations or damages by lessee.

e. Lessee will not change or rekey the rental unit locks without written permission from lessor.

(1) Locks changed by lessee without lessor's permission may be changed by lessor without lessee's consent and/or knowledge. Lessor's cost must be paid by lessee immediately and prior to lessor providing lessee with keys to the new locks.

14. Other costs. Lessor and/or lessee may incur debt to the other party as a result of this agreement and such debt may be incurred after the premises has been vacated or the landlord/tenant relationship has ended if there are unpaid amounts or unresolved issues. Such debt includes, but is not limited to, the following:

a. Unpaid or overpaid rent, late charges, and/or post termination occupancy penalty.

b. Remainder of rent from the initial lease period.

c. Failure to provide a full rental periods notice of termination.

d. Lease processing fee.

e. Notice of termination fee(s).

f. Utility costs and/or utility processing fees.

g. Damage to the premises caused by lessee or lessee's guests or visitors during occupancy or the cost to restore to move-in condition after vacated.

(1) Charged at \$25.00 per hour per person with a minimum charge of \$25.00 for lessor or lessor's maintenance persons.

(2) The actual cost of independent contractors.

h. Replacement of lessor's missing or damaged property provided with the rental unit.

i. Excess depreciation for property damaged by lessee when such property is still serviceable, but the value has been reduced by such damage or the property is ruined, but lessee is not responsible for the full replacement cost. The parties acknowledge that excess depreciation will be an estimate based on lessor's experience and available records.

j. Rekeying the locks if:

(1) The keys are not returned by lessee at the termination of the tenancy.

(2) The tenancy is terminated by lessor as described in item 7.c.

(3) There is a violation of this agreement as described in items 21.a., b., or c.

(4) Lessor has a reasonable belief there has been a breach of the building security as a result of lessee's conduct.

(5) The locks have been changed or rekeyed with or without lessor's permission.

k. Any unusual or unnecessary costs incurred by lessor and/or lessee as a result of the other parties violation of this agreement or the law. Such costs include, but are not limited to, the following:

(1) Legal - Civil suits and similar actions and costs.

(a) Costs for civil suits which cannot be served with reasonable effort are chargeable to the defendant/respondent.

(b) Costs for civil suits which are dismissed by the agreement of the parties are chargeable as agreed to by the parties.

(c) Wrongful occupation suits which are not served or are dismissed due to resolving the issues in the suit or lessee vacating the rental unit are chargeable to lessee.

(2) Collection - Location of lessor and/or lessee, guarantors, or other responsible parties, location and seizure of their assets, and related costs.

(3) Moving and/or storing - Costs incurred in moving and/or storing personal property of lessee that is taken into possession by lessor as provided for in item 8. and/or 9.

(4) Utilities - Costs for utilities and utility processing fees for which lessor and/or lessee is responsible while the rental unit is occupied by lessee or during the initial lease period whether or not occupied by lessee.

(5) Management activity - Time expended to determine and/or resolve lease violations (i.e. excessive noise late at night, unauthorized occupancy, etc.), calculate damage costs, repair work, lock outs, rent collections, post termination collections etc. at \$25.00 per hour with a minimum charge of \$25.00 based on lessor's documentation for lessor's time.

(a) Lease violations may not be determined with each expenditure of time, but documented lease violations will be considered justification for charges for all time expended.

(b) Determination of chargeable time and/or submission of time charges may be considerably delayed.

(6) A \$50.00 fee for issuing a notice to terminate the tenancy as provided for in items 7.c.(1) through (3).

(7) Illegal acts - Any costs incurred.

l. Exterminating for pests.

m. Cleaning during occupancy or to restore to move-in condition after vacated.

(1) Charged at \$25.00 per hour per person with a minimum charge of \$25.00 for lessor or lessor's maintenance persons.

(2) The actual cost of independent contractors.

n. Lost rent while restoring the rental unit to move-in condition as a result of lessee's actions.



- o. A \$25.00 charge for any check returned or refused to be cashed by a bank or other institution for any reason.
- p. Lost rent from other units on the premises if such lost rent can be attributed to lessee.

15. Cleaning/damage/security deposit.

a. A deposit as designated in the Specific Terms is payable by the lessee to the lessor prior to the effective date of this agreement or as otherwise agreed to by the parties.

(1) Failure to pay the deposit as agreed or a deposit payment made with a check that is returned or refused to be cashed by a bank or other institution for any reason or with counterfeit money or money order is justification for termination by lessor with cause and without prior notice.

b. The deposit is to be applied to any debt incurred by lessee to lessor as a result of this agreement, but only after the dwelling has been vacated except as per item 15.m.

c. Lessor may apply the deposit to any part of the debt incurred by lessee at lessor's discretion. The deposit will be applied lastly to any court ordered judgments.

d. The deposit will not be applied to any amounts due during the tenancy except as per item 15.m.

e. Lessee's liability for such debt is not limited to the deposit.

f. Lessor may increase the amount of the deposit during the lease period upon showing of just cause.

g. Lessor may pay directly to the utility providers from lessee's deposit any unpaid utility bills for any period for which lessee is responsible for utilities in accordance with this agreement.

h. The deposit is refundable to lessee after the dwelling has been vacated except any amounts which may be applied as per item 15.b., g., and m.

i. The deposit should be refunded promptly if there is no amount to be applied as per item 15.b. and g. and there are no unresolved issues which may result in amounts being applied as per item 15.b. and g.

(1) Lessor may determine to which lessee the deposit is to be refunded based on lessor's evaluation of the tenancy and regardless of the parties original intentions.

(2) Acceptance by one lessee of the deposit refund and any conditions placed on the refund constitutes acceptance by all lessees.

j. Any deposit amounts which are applied as per item 15.b., g., and m. must be documented by a detailed statement.

Lessor may use cost estimates until a final cost is available in order to provide a timely accounting and/or refund to lessee.

k. The deposit and/or a detailed statement will be mailed to lessee's post-tenancy mailing address as designated in the Specific Terms or as otherwise provided by lessee.

l. Refund of all or part of the deposit does not prevent lessor from charging lessee with additional amounts that are due and become finalized or known to lessor after the deposit refund.

m. In the event of lessor's assignment of this agreement as per item 5.a., lessor may apply the deposit to any debt incurred by lessee to lessor as a result of this agreement as of the assignment date. Any remaining deposit may be assigned to the party to which this agreement has been assigned and such party may require an additional deposit as provided for in item 15.f.

16. Invoices/statements.

a. Any amounts other than rent, late charges, notice of termination fees, post termination occupancy penalty, and returned check charges which become due under this agreement are to be documented by a detailed invoice and/or statement.

b. Invoices and/or statements are to be paid or reasonably disputed within ten days of the invoice and/or statement date.

c. Acceptance of invoice and/or statement payment does not constitute a waiver of any lease violation.

d. Payments are to be made payable, addressed, and placed in the U. S. mail to the recipient's name and address in the Specific Terms.

17. Interest.

a. Interest will accrue at 1.5% per month (18% Annual Percentage Rate) on unpaid balances after the dwelling has been vacated.

b. Costs for restoring the rental unit to move-in condition will be considered to have been incurred and will accrue interest at 1.5% per month (18% Annual Percentage Rate) from the date the dwelling was vacated.

c. Amounts which become due after the dwelling has been vacated will accrue interest at 1.5% per month from the date the cost is incurred.

d. Amounts from court judgments will accrue interest as decreed by the court.

18. Third party agreements.

a. Third party agreements (HUD, welfare voucher, etc.) are for the benefit of lessee in that they provide assistance for paying rent, deposit, utilities, or other obligations of the lessee under this agreement.

b. It is the responsibility of lessee to determine their eligibility for any assistance, the amount of assistance, what the assistance will cover, the suitability of the rental unit (i.e. number of bedrooms, condition of the property, etc.), and any other requirements of the assistance provider.

c. Third party agreements do not release lessee of any responsibilities under this agreement.

d. Lessee is responsible for any third party assistance payments made on their behalf and later determined improper and require a refund of the payment by lessor.

e. Lessor agrees to make reasonable accommodations (payment of rent, minor repairs, etc.) for third party agreements that are known at the time of entering this agreement and may consider such accommodations at a later date.

f. Termination of third party agreements that require the termination of this agreement will be considered a termination by lessee without cause (see item 7.f.) with an effective termination date as designated by the third party and may result in penalties to lessee.

(1) Lessor and lessee may continue in this agreement without the third party agreement with lessor's and lessee's written affirmation of intent to continue in this agreement.

19. Liability, safety, and access.

a. Lessor is not responsible for health issues or injuries to lessee including, but not limited to, those caused by asbestos, lead, mold, radon, other hazardous or non-hazardous substances, accidents, injuries, animals, insects, bacteria, and/or viruses.

b. Lessor is not responsible for damage to or loss of lessee's personal property. Lessor's insurance does not cover lessee's personal property and it is recommended that lessee obtain a renter's insurance policy.

c. Smoke and/or carbon monoxide detectors and a fire extinguisher have been installed for the protection of lessee, other tenants in the building, and lessor's property.

(1) Lessee will not disable or neglect smoke and/or carbon monoxide detectors or fire extinguishers.

(2) Lessee will replace smoke and/or carbon monoxide detector batteries as needed or notify lessor of such need.

(3) Lessee may add additional smoke and/or carbon monoxide detectors, fire extinguishers, or other safety devices as they deem necessary.

(4) Lessee will be responsible for replacing fire extinguishers with pulled pins, even if not used, unless used on a fire caused by lessor's defective property.

(5) Lessee will notify lessor immediately if smoke and/or carbon monoxide detectors or fire extinguishers need serviced or replaced.

d. Lessee, being in possession of the rental unit, must report all problems (water leaks, electrical faults, loose wood, etc.) to lessor in a timely manner and may be liable for any subsequent damage from not reporting problems in a timely manner.

e. Lessor or lessor's agents, employees, or contractors may inspect, perform work on, or show to prospective tenants or buyers the premises as necessary. Reasonable notice will be given to lessee based on the circumstances and availability of lessee and lessee's phone service.

f. Lessor or others may enter the premises without prior notice in the event of fire, smoke, noxious odors, water leakage, or other reasonable basis to believe a dangerous, damaging, or illegal situation may exist.

20. Cleanliness and common areas.

a. Lessee will keep the premises neat and clean so as not to be conducive to ants, bedbugs, cockroaches, fleas, rodents, and other pests.

(1) Lessee will place garbage, trash, and/or recyclables in approved and secured containers.

(a) Lessee is responsible for providing their own containers.

(2) Lessee will place garbage, trash, and/or recyclables at the designated pick-up area on the designated pick-up days.

(3) Excessive filth as determined by lessor constitutes damage to the premises.

(4) Lessee can be held responsible for pest infestation treatment and/or damages caused to the premises and building and/or within the building based on cleanliness, pest concentration, prior history, and/or failure to timely report pest problems.

b. Activities and/or products resulting in odors from cooking, incense, smoking, and/or other sources which can be detected in other units or common areas may be prohibited by lessor.

(1) Lessee is responsible for removing such odors and/or residue from the property.

c. Hoarding or caching of personal property or perishable items is prohibited.

(1) The premises including, but not limited to, attics, basements, extra bedrooms, closets, and garages, are not to be used for storage of excessive quantities of any items.

(a) Excessive quantities will be determined based on room or area size and dwelling size and type of items.

(2) Closet storage is to be limited so that all items in the closet are readily accessible.

(3) Walkways, hallways, and direct routes to entry/exit doors are not to be used for storage.

(4) The determination as to excessive quantities and the acceptability of the means of storage and location of storage is entirely within lessor's discretion.

d. Common areas, entryways, yard, sidewalks, and parking areas are to be kept clean and free of debris, toys, etc.

e. Lessee agrees to abide by all rules in effect at the time of usage of common areas and facilities.

f. Lessee may be denied access to common areas and facilities upon showing of just cause (foul language or conduct, bullying, dangerous conduct, dangerous operation of a motor vehicle, etc.) except common areas required for direct access to lessee's dwelling.

g. Unavailability or denial of use of common areas and/or facilities does not reduce the monthly rent.

21. Occupancy.

a. The dwelling is leased as a single family residence and is intended for occupancy by the number of people designated in the Specific Terms.

b. The dwelling is not intended for use by extended families, multi-families, an unreasonable number of people, or as a social center for frequent or numerous visitors.

(1) Frequent short term visitors will be presumed to be involved in illegal drug activity and, if not brought to an end immediately upon lessor's notice to lessee, the tenancy will terminate immediately without prior notice.

c. A greater number of people than designated in the lease living in the dwelling, on the premises often enough that a reasonable person would assume they are living there, or using the facilities on a frequent or regular basis is a violation of this agreement.

(1) Lessor may terminate the tenancy in accordance with item 7.c. or impose an additional fee on lessee.

d. Lessor may deny access to the premises to persons not designated in this agreement upon showing of just cause (vandalism, violence, too many people, to prevent establishing residency, etc.). Lessee may not authorize such persons to remain on or return to the premises without written authorization from lessor.

e. Lessor may hold liable for any debt incurred by lessee to lessor any person who is not a party to this agreement and who occupies the dwelling or is on the premises often enough that a reasonable person would assume they are living on the premises or asserts that they are an occupant of the dwelling.

f. Termination of lessee's tenancy, including permanently or temporarily by court order, immediately terminates the occupancy of any subtenants or unauthorized occupants whether known or unknown to lessor.

g. If two or more people are designated as lessees in the Specific Terms and a conflict arises between the designated lessees that prevents their peaceful cohabitation, lessor may select the designated lessee to remain in possession of the premises and the designated lessee to vacate the premises. Lessor's selection will remain in effect until such time as lessor and lessees mutually agree to a different arrangement or a court orders otherwise. No lessee will be relieved of any responsibility under this agreement for lessor's decision or a court order.

(1) A court order denying lessee access to the premises and allowing a third party access to the premises is justification for termination of the tenancy by lessor with cause and without prior notice. Such termination would terminate the tenancy of lessee and the third party.

h. Designated lessees in the Specific Terms or any lease addendums do not acquire rights as a lessee until signing lessor's copy of the lease or lease addendum.

22. Conduct.

a. There is to be no conduct on the premises that is in violation of this agreement, applicable laws, ordinances, rules, etc.

b. There is to be no unreasonably loud or disruptive conduct on the premises that may reasonably be considered bothersome to the neighbors.

c. Lessee is responsible for the conduct of lessee's guests or visitors. If lessee has or has had any relationship, on or off the premises, with persons on the premises, they will be considered to be lessee's guests or visitors. Lessee is responsible for the people lessee associates with and is responsible for their conduct on the premises whether or not they are invited.

d. "Unreasonably" will be construed based on the time of day and/or the frequency of occurrence of the conduct. Unacceptable conduct includes, but is not limited to, the following:

(1) Normal conversation late at night on a frequent basis that can be heard in other living areas.

(2) Profanity which can be heard in other living areas or common areas.

(3) Frequent visitors late at night which can be heard in other living areas.

(4) Numerous visitors at any time.

(5) Loud arguments and/or fighting.

e. Reporting of the above conduct of another tenant should be done when the conduct is occurring, including late at night and early in the morning. Reporting such conduct at a later time will usually result in denial by the offending party and a continuance of the conduct.

f. Petty complaints in response to a legitimate complaint will not be looked on favorably.

23. Vehicles.

a. Vehicles are to be parked only in designated areas by residents of the premises.

b. No unlicensed or disabled vehicles are to be kept on the premises.

c. Vehicles in violation of items 23.a. or b. are subject to towing at the expense of the vehicle owner, driver, and/or lessee.

d. The vehicle owner, driver and/or lessee will be responsible for any costs incurred by lessor as a result of the vehicle being on the premises.

e. No batteries, gasoline, tires, etc. are to be stored on the premises.

f. Lessee's vehicles or lessee's visitor's vehicles on the premises after the effective time and/or date of a notice of termination are subject to towing and/or seizure in accordance with items 8.d. and i.

24. Commercial activity.
- a. No commercial activity is to be conducted on the premises including, but not limited to, in-home child care or adult care and automotive service work.
  - b. Commercial activity includes activity of a commercial nature without compensation when such activity occurs often enough to be comparable to commercial activity.
25. Pets and service animals.
- a. No pets are allowed on the premises except as designated and authorized in the Specific Terms or a subsequent and separate written agreement. Pets include stray animals, your pets, visitor's pets, and temporarily caring for an animal.
  - b. Pet policy:
    - (1) No dogs will be authorized in multi-unit apartments.
    - (2) Inside pets will be provided with a litter box that is to be cleaned daily.
    - (3) Outside pets are to be cleaned-up after on a daily basis.
      - (a) Lessee acknowledges that lessee's pet's odor will attract other animals to the property and that it will be lessee's responsibility to clean-up after these other animals on a daily basis.
    - (4) Caged birds, hamsters, reptiles or similar animals and fish are considered to be authorized for the purpose of this policy.
    - (5) Lessor may inspect the premises on a more frequent basis and without prior notice.
    - (6) Revocation of the pet authorization may result from a danger to others, damage to property, disruption to the neighbors, failure to clean-up after pets, denial of access for inspections, or other just cause.
    - (7) Authorization or revocation of the authorization does not relieve lessee of any other responsibilities under this agreement.
    - (8) Lessee will be responsible for cleaning and exterminating costs if any pets as defined in item 25.a. have been on the premises or can reasonably be assumed to have been on the premises. Such costs may be estimated until it is determined there is no cleaning and/or infestation problem.
  - c. If lessee should want to acquire a pet after this agreement has been entered into, lessee should prepare a written request in duplicate that describes the number and types of pets requested and which is in compliance with the above policy and submit to lessor for consideration.
  - d. Procedure for acquiring a service animal that would be contrary to the pet policy:
    - (1) Request lessor make accommodations for the animal prior to obtaining the animal and specify the animal type, size, etc. and provide documentation of need and/or training.
    - (2) If refused, proceed with legal recourse before obtaining the animal.
    - (3) The animal does not obtain service animal status within the lease unless approved by the lessor or ordered by the appropriate government entity
      - (a) Lessee will be in violation of the lease for obtaining a pet without authorization without such approval or order.
  - e. See item 8.i.(5) concerning pets and/or service animals remaining on the premises after termination of the tenancy.
26. Lawn maintenance. Lawn maintenance responsibility is as designated in the Specific Terms. Mowing and trimming of grass and disposing of leaves are to be done as necessary to maintain a neat appearance.
27. Equipment provided. The rental unit is equipped as designated in the Specific Terms.
- a. Lessor is responsible for maintenance of such equipment.
  - b. Lessee is responsible for using such equipment responsibly and damage to such equipment.
28. Legal jurisdiction and limitations.
- a. Jurisdiction for all civil legal action resulting from this agreement shall be the W. Va. Magistrate Court or Circuit Court for the county where lessor's address in the Specific Terms is located unless the law requires another jurisdiction (i.e. Wrongful Occupation of Residential Rental Property suit being filed in the jurisdiction where the rental property is located). Such legal action includes any civil suit initiated by the lessor, lessee, and/or a third party as provided for in item 5.b.
  - b. Lessor and lessee civil legal actions related to this agreement are limited to the amount allowed in W. Va. Magistrate Courts at the time of the original signing of this agreement and cannot be increased by filing civil legal action in a different court except for damages caused directly by felony criminal conduct with or without a felony charge or conviction.
  - c. Lessor and lessee agree to pay their own attorney fees in any civil legal action related to this agreement.
29. Invalid parts. Any part of this agreement that is declared invalid or unenforceable by a court of law is severable from the remainder of this agreement and such a declaration shall not affect other parts of this agreement.

**SPECIFIC TERMS**

The Specific Terms of this agreement are:

1. The rental unit address is \_\_\_\_\_.
  2. The initial lease period is \_\_\_\_\_.
  3. The initial lease period begins \_\_\_\_\_.
  4. The lease effective date is \_\_\_\_\_.
  5. Cleaning/damage/security deposit of \$ \_\_\_\_\_ paid on \_\_\_\_\_.
  6. Monthly rent of \$ \_\_\_\_\_.
- |                            | <u>lessor</u> | <u>lessee</u>  |
|----------------------------|---------------|----------------|
| 7. Utility responsibility: |               |                |
| electricity                | _____         | _____          |
| gas                        | _____         | _____          |
| water                      | _____         | _____          |
| sewer                      | _____         | _____          |
| trash                      | _____         | _____          |
| other _____                | _____         | _____          |
| other _____                | _____         | _____          |
| cable television           | _____         | _____ <u>x</u> |
| telephone                  | _____         | _____ <u>x</u> |
| 8. Lawn maintenance        | _____         | _____          |
9. The dwelling is intended for occupancy by \_\_\_\_\_ adult(s) and \_\_\_\_\_ child(ren).
  10. Lessee is authorized the following pets: \_\_\_\_\_.
  11. The rental unit is equipped as follows: \_\_\_\_\_.
  12. Additional or alternate terms required by lessor (attach a separate page if any): \_\_\_\_\_.
  13. Additional or alternate terms required by lessee (attach a separate page if any): \_\_\_\_\_.

The lessor and lessee hereby acknowledge that they have read, understand, concur with, and will abide by the General Terms and the Specific Terms of this agreement and any addendums and have received a copy of this agreement and any addendums.

		<u>for Real Estate Management Company</u>
lessor/landlord (signature)	date	lessor/landlord (printed)
		PO Box 2391, Parkersburg, WV 26102, 304-424-7368

lessee/tenant (signature)	date	lessee/tenant (printed)

Lessee's phone number(s): \_\_\_\_\_

Lessee's post-tenancy mailing address: \_\_\_\_\_

lessee/tenant (signature)	date	lessee/tenant (printed)

Lessee's phone number(s): \_\_\_\_\_

Lessee's post-tenancy mailing address: \_\_\_\_\_

NOTE: A parties change in phone number(s) and/or address must be provided to the other party in writing.  
 rev 01/01/17