

# WEST VIRGINIA RESIDENTIAL LEASE AGREEMENT

1. **PARTIES.** This Residential Lease Agreement (“Agreement”) is made on the undersigned date by and between:

Landlord’s Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Tenant’s Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

2. **PROPERTY.**

Property Address: \_\_\_\_\_

- Type:  Apartment  House  Condo  Other: \_\_\_\_\_
- Bedroom(s): \_\_\_\_\_
- Bathroom(s): \_\_\_\_\_

3. **TERM.**

Standard Lease: Start Date: \_\_\_\_\_, End Date: \_\_\_\_\_.

Month-to-Month Lease: Start Date: \_\_\_\_\_ Termination: \_\_\_\_\_ Days’ Notice

4. **RENT.**

Monthly: \$ \_\_\_\_\_ due on the \_\_\_\_\_ day of each month

5. **SECURITY DEPOSIT**

None  Deposit: \$ \_\_\_\_\_ returned within \_\_\_\_\_ days after lease end.

6. **LATE FEE.**

None  Fixed: \$ \_\_\_\_\_ per  occurrence  day

Interest: \_\_\_\_\_ % per annum.

7. **NSF FEE.**

None  NSF Fee: \$ \_\_\_\_\_

8. **EARLY MOVE-IN.**

None  Date: \_\_\_\_\_ Prorated Rent: \$ \_\_\_\_\_

9. **UTILITIES.**

Landlord pays:  None  \_\_\_\_\_

**10. PETS.**

None  Allowed: \_\_\_\_\_ pets, Deposit: \$ \_\_\_\_\_  
refundable  non-refundable.

**11. SUBLETTING.**

Prohibited  Allowed with Landlord's consent.

**12. NOTICES.**

Landlord:  Address in Section 1  \_\_\_\_\_

Tenant:  Property Address  \_\_\_\_\_

**13. OTHER TERMS AND DISCLOSURES.**

- Lead Paint Disclosure Form - if built before 1978.
- Owner Identification - All agreements must state the name and address of person in charge.
- Abandonment – Tenants must give the landlord a notice if absent from property for a long period of time.

Additional Terms: \_\_\_\_\_.

**14. MOVE-IN INSPECTION.**

Not Required  Move-In Inspection Required (document property condition at move-in)

**15. PARKING.**

None  \_\_\_\_\_ Space(s)  No Fee  Fees: \$ \_\_\_\_\_.

**16. APPLIANCES.**

Included:  Refrigerator  Stove/Oven  Washer/Dryer  Other:  
\_\_\_\_\_

**17. FURNISHINGS.**

Not Furnished  Furnished:  Bedroom  Kitchen  Living Room   
Other: \_\_\_\_\_.

**18. RENTAL INSURANCE.**

Not Required  Required: Minimum Coverage \$\_\_\_\_\_

**19. SMOKING POLICY.**

No Smoking  Smoking is Allowed

**20. MAINTENANCE.**

Landlord responsible for major repairs. Tenant responsible for minor repairs and reporting damages immediately.

**21. DEFAULT.**

If Tenant defaults on rent or other terms, Landlord may terminate the lease and take legal action.

**22. TERMINATION.**

- Lease terminates on end date unless renewed.
- Month-to-month with \_\_\_\_\_ days' notice for termination.

**23. DISPUTE RESOLUTION**

Any disputes will be resolved through binding arbitration.

**24. MISCELLANEOUS**

Tenant cannot make alterations without Landlord's consent. Both parties agree to comply with local laws.

## **25. RIGHT OF ENTRY**

Landlord may enter the property with \_\_\_\_\_ hours' notice for maintenance, inspections, or emergencies, in accordance with Alabama law.

## **26. QUIET ENJOYMENT**

Tenant has the right to enjoy the property peacefully, without interference from the Landlord or other tenants, provided local noise ordinances and property rules are followed.

## **27. SALE OF PROPERTY**

In the event the property is sold, the lease will transfer to the new owner, and tenants will be notified of the new contact information.

## **28. MILITARY CLAUSE**

If the tenant is active military and receives orders to relocate or is deployed for more than 90 days, they may terminate the lease without penalty, in line with the Servicemembers Civil Relief Act.

## **29. HAZARDOUS MATERIALS**

Tenant agrees not to store hazardous or flammable materials (e.g., gasoline, fireworks) on the premises.

## **30. RESIDENTIAL USE ONLY**

The property is for residential use only. No business may be operated from the premises without prior written consent from the Landlord.

## **31. ENTIRE AGREEMENT**

This document constitutes the entire lease agreement between the parties. No other agreements, verbal or written, shall be binding unless included here or in an addendum signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. Each Party warrants that they have the legal authority to enter into this Agreement and have done so as their free act and deed.

**Landlord Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **AMOUNT DUE AT SIGNING**

First (1<sup>st</sup>) Month's Rent: \$ \_\_\_\_\_

Security Deposit: \$ \_\_\_\_\_

Early Move-in (Proration Amount): \$ \_\_\_\_\_

Pre-Payment of Rent: \$ \_\_\_\_\_

Parking Fee: \$ \_\_\_\_\_

Pet Deposit: \$ \_\_\_\_\_

**Total Amount Due:** \$ \_\_\_\_\_

## WEST VIRGINIA REQUIRED DISCLOSURE FORMS

- 1) **Lead-Based Paint Disclosure** – Landlords must inform tenants about possible lead paint in homes built before 1978.
- 2) **Nonrefundable Fees** - The non-refundable fees must be disclosed to tenants.