



KENTUCKY RESIDENTIAL LEASE AGREEMENT (REALTOR VERSION)

Table with columns: DATE OF LEASE, TERM OF LEASE (BEGINNING, ENDING), MONTHLY RENTAL, SECURITY DEPOSIT

TENANT: Name: Address: LANDLORD: Name: Agent for Landlord: Address:

(send all payments and correspondence to the above address)

In consideration of the mutual agreements and covenants set forth below, the payment of the rent and deposit for the amount specified above to secure the premises from damage, Landlord leases to Tenant the Premises described below for the terms stated.

Location 1) Description of Leased Premises

Parties 2) For the purposes of this lease, the term "Landlord" shall refer to property owner and/or any person authorized to manage said Premises.

Occupancy 3) These are the only persons who are to occupy the Leased Premises; and other(s) must be approved in writing by Landlord: 1) 2) 3) 4) 5) 6)

Utilities 4) Utilities to be furnished by Landlord: Electricity Water & Sewer Gas Waste Removal

Appliances & Accessories 5) Appliances/Accessories to be furnished by Landlord: Range Refrig Dishwasher Drapes/Blinds Carpet AC Unit(s) Other

Late Charges 6) Tenant shall pay to Landlord at Agent's address the monthly rent specified above on or before the of each month in advance.

Agency 7) Landlord has authorized the above Agent to enter into this lease agreement on his/her behalf, to receive and receipt for rent, and to do any and all other things necessary or desirable to administer or effectuate this agreement during Tenant's occupancy.

Obligations of Tenant 8) In addition to other duties of maintenance, Tenant shall: a) Comply with all obligations imposed on Tenant by governmental authority materially affecting health and safety; b) Keep that part of the premises that he/she occupies or uses as clean and safe as possible; c) Dispose from his/her unit all ashes, garbage, rubbish and other waste in a clean and safe manner; d) Use the plumbing in a reasonable manner and if, by Tenant misuse, it should freeze, burst, or get out of order, Tenant agrees to sustain cost of same repairs (the Landlord is to maintain and repair at Landlord's expense any plumbing deficiencies due to normal wear and tear); e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and if repairs are needed due to Tenant misuse or neglect, Tenant agrees to sustain cost of repairs; f) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so; g) Conduct himself/herself and require any guest to conduct themselves in a manner that will not disturb neighbors' peaceful enjoyment of the premises; h) Abide by any rules or regulations adopted by the Landlord to promote the convenience, safety or welfare of Tenants in the premises, to preserve the property, and "or" fairly distribute services or facilities; i) Not use gasoline stoves or other similar fuel burning appliances using highly flammable liquids, including portable kerosene, Wane or propane stoves or other similar portable fuel burning appliances; j) Shall replace all broken glass in the windows, doors, etc. regardless of any cause; also put in and properly repair all locks or keys to the same, if lost, or to pay for the same, at fair valuation; k) Not erect an aerial on the roof or chimney, or install an air conditioner or coaxial cable without the written consent of Landlord.

KRS 383-580 SECURITY DEPOSITS

383/580 Security deposits. - (1) All landlords of residential property requiring security deposits prior to occupying shall be required to deposit all tenants' security deposits in an account used only for that purpose, in any bank or other lending institution subject to regulation by the Commonwealth of Kentucky or any agency of the U.S. Government. Prospective tenants shall be informed of the location of the separate account and the account number.

(2) Prior to tendering any consideration deemed to be a security deposit, the prospective tenant shall be presented with a comprehensive listing of any then-existing damage to the unit which would be the basis for a charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall have the right to inspect the premises to ascertain the accuracy of such listing prior to taking occupancy. The landlord and the tenant shall sign the listing, which signature shall be conclusive evidence of the accuracy of such listing, but shall not be construed to be conclusive to latent defects. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(3) At the termination of occupancy, the landlord shall inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall then have the right to inspect the premises to ascertain the accuracy of such listing. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(4) No landlord shall be entitled to retain any portion of a security deposit if the security deposit was not deposited in a separate account as required by subsection (1) of this section and if the initial and final damage listings required by subsections (2) and (3) of this section are not provided.

(5) A tenant who disputes the accuracy of the final damage listing given pursuant to subsection (3) of this section may bring an action in district court. Tenant's claim shall be limited to those items from which the tenant specifically dissented in accordance with the provisions of subsection (3) of this section, or except as otherwise provided, and if the tenant shall fail to sign the listing or specifically dissent in accordance with subsection (3) of this section, the tenant shall not be entitled to recover any damages under this section.

(6) In the event a tenant leaves not paying his last month's rent and does not demand a return of his deposit, the landlord may, after thirty (30) days, remove the deposit from the account and pay any such excess to the debt owing.

(7) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days from the sending of such notification, the landlord may remove the deposit from the account and retain it free from any claim of the tenant or any person claiming in his behalf.

- Security Deposit** 9) To secure the property of Landlord from damage, Tenant has placed with Landlord a security deposit in the amount set forth above. This deposit will be utilized as a fund for repairing damage to the Leased Premises. It is not an advance of rent, and may not be deducted from a rental payment at any time. The procedures for returning or retaining the security deposit will be in accord with Kentucky Revised Statute (KRS) 383.580, which is printed on the reverse side of this form. All interest earned, if any, shall be retained by the Agent.
- Alterations** 10) Tenant shall make no alterations or install or maintain on the Premises major appliances, locks or devices of any kind without in each case obtaining the written consent of the Landlord.
- Liability** 11) Landlord does not insure Tenant's person. All personal property in the Leased Premises or elsewhere shall be at the risk of Tenant only, and Tenant shall carry such insurance as Tenant deems necessary. Tenant acknowledges the Leased Premises have been examined to the extent necessary to ascertain its condition. The Premises are leased in the condition found and Landlord shall not be liable to Tenant or anyone on the Premises for property damage or personal injuries caused by or arising out of the condition of the Leased Premises, it being understood that Tenant, and all others take the premises as they find them. In the event such damage or injury arises out of Tenant's failure to maintain or repair the Tenant shall indemnify Landlord, and Landlord's agent and employees, from any such claims and hold them harmless.
- Reduction of Services** 12) Landlord shall not be responsible to Tenant or any others for a loss or reduction of services by acts not willful, or conditions beyond Landlord's control, nor shall any loss or reduction of services terminate this lease or reduce the amount of rental due hereunder, except as provided by law.
- Landlord Access** 13) a) The Landlord and Landlord's agents and employees shall have access to the Leased Premises at all reasonable times in order to inspect same, make necessary agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Leased Premises to prospective or actual purchasers, mortgagees, Tenants, workmen or contractors. Except in the case of emergency, the Landlord shall give Tenant at least forty-eight (48) hours notice of his/her intent to enter.
b) In the event Tenant will be absent from the Leased Premises for more than seven (7) days, Tenant agrees to notify Landlord. During such absences, Landlord and Landlord's agents and employees may enter the Leased Premises to inspect or protect the property, or for any other reason deemed necessary or desirable.
- Binding on Heirs, etc.** 14) Each of the provisions of this lease shall extend to, be binding on, and insure to the benefit of the heirs, legal representatives, and assigns of Landlord and Tenant.
- Bankruptcy** 15) If Tenant should be declared bankrupt during the term of this lease, Landlord, at Landlord's option, may terminate this lease. If so terminated, Tenant agrees to promptly vacate premises removing all personal property and belongings and upon Tenant's failure to do so, Landlord may take all steps necessary, including storage of Tenant's property, and shall not be responsible to Tenant for loss or damage due to causes beyond Landlord's control.
- Condemnation Eminent Domain** 16) If the whole or any part of the building containing the Leased Premises is taken by any competent authority for any public use or purpose, the term of this lease, at Landlord's option, shall terminate upon, and not before, the date when possession of the part so taken shall be required for said use or purpose. Rent shall be apportioned to the date of termination. Landlord shall be entitled to the entire compensation for the part of the premises taken without apportionment to the Tenant.
- Renewal of Lease** 17) This lease shall be automatically renewed with the same terms and conditions on a month to month basis after its original expiration date unless otherwise notified by Landlord. Whenever Tenant wishes to vacate and all terms and conditions of the lease have been fulfilled, a full thirty (30) day written notice must be given before the Tenant's next rent-due date and accompanied by the rent for the final thirty (30) day rental period. No verbal notices will be accepted.
- Expiration/Termination of Lease** 18) Upon termination of this lease, Tenant shall yield up immediate possession, remove all property and belongings, and return unit in undamaged condition, and deliver all keys to Landlord at the address where rent is payable. Upon Tenant's failure to vacate, the Landlord may take all steps necessary to remove Tenant and Tenant's property as provided by law and Tenant shall acquire no additional rights or extension of the lease term by reason of such holding over. In addition to all remedies provided by law, Tenant shall pay all rent and other actual damages suffered by Landlord.
- Abandonment** 19) Ten days absence by Tenant with rent unpaid, or the removal of a substantial portion of Tenant's personal property without explanation or notice to Landlord shall be deemed an abandonment of the Leased Premises by Tenant. In such event, Landlord may reenter the Leased Premises immediately, take all action necessary to remove remaining property and belongings of Tenant, and relet the Premises, without notice and without responsibility for damages resulting therefrom.
- Rental Application Required Documents** 20) The application to rent the premises herein leased is hereby made a part of this lease. Tenant warrants the information contained therein to be true, and if false, Landlord may, at Landlord's option, terminate this lease.
21) _____ Inspection Report
_____ Lead Based Paint Disclosure & Pamphlet
_____ Rules and Regulations (if any)
- Additional Clauses** 22) _____

This lease and additional required documents as stated in clause (21) contains the entire agreement between the parties. No agreement or representations have been made by Landlord or shall be binding upon the parties unless set forth in writing in this lease. All notices called for in this lease are to be in writing. I (We) certify that I (We) have read the entire document, understand same, and have received a copy

_____ Landlord/Agent	_____ Date	_____ Time	_____ Tenant	_____ Date	_____ Time
_____ Landlord/Agent	_____ Date	_____ Time	_____ Tenant	_____ Date	_____ Time

What Kentucky's Fair Housing Law Means

Rights & Responsibilities of Property Managers, Owners & Housing Customers Under Kentucky's Civil Rights Act

Kentucky's Fair Housing Law forbids discrimination in housing because of a person's color, religion, race, sex, national origin, familial status or disability.

It is unlawful for a real estate operator, broker, or sales agent:

- To refuse to sell, rent, lease or exchange real property for discriminatory reasons.
- To refuse to receive or transmit good faith offers to purchase or rent.
- To deny any services or facilities relating to real property transactions.
- To represent that real property is not available for inspection, sale or rental when in fact it is.
- To retain a listing with the understanding that the seller plans to discriminate.
- To discriminate in the terms or conditions of sale or rental.

It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of any housing rights.

It is unlawful for a financial institution:

- To discriminate in the granting, rates, terms, conditions or services of financial assistance in real estate transactions.
- To discriminate in the making or purchasing of loans.

It is unlawful for a real estate operator or a financial institution:

- To engage in the tactics and practices of panic-selling, to represent that a racial composition of a neighborhood is going to change or that property values will lower, or make similar false and misleading statements.

It is unlawful for an insurance agent:

- To discriminate in terms, conditions, or privileges of insurance against hazards to a housing accommodation.

It is unlawful for a multiple listing service/real estate organization:

- To deny access or restrict membership or participation for discriminatory reasons.

What housing is covered?

All real property (home, apartments, lots, etc.) rented or sold, whether by or through a real estate broker, sales agent or operator, or directly by the owner.

Exemptions include:

-The rental of an owner-occupied duplex or one room in a private home, the sale of property without help from a real estate dealer and without public advertising; and rental of church-owned housing to the extent of giving preference to those of that religion.

-Refusal to rent on the basis of sex if
A single sex dormitory, the landlord chooses not to rent to unmarried couples; or the landlord rents fewer than 10 units or to fewer than 10 persons in an owner-occupied facility; it can be demonstrated that gender-based exclusions are necessary for reasons of personal modesty or privacy.

-Refusal to rent on the basis of familial status if
Housing is intended for or occupied by occupants 62 years of age or older or 80 percent of all units in a facility have occupants 55 years of age or older and special services for older persons are provided.

Who is covered?

- Real Estate Operators, Brokers and Agents
- Savings & Loan Associations, Mortgage Lenders, Banks, or Other Financial Institutions
- Apartment House Agents
- Rental Agents
- Builders, Contractors and Developers
- Owners of Building Lots
- Advertising Media
- Home owners advertising and selling their own home
- Multiple Listing Services/Real Estate Related Organizations
- Insurers and Agents

Enforcement

Kentucky Commission on Human Rights

Receives complaints which must be filed within one year of the alleged discrimination.

Investigates the complaints and determines whether discrimination has occurred.

Attempts to eliminate discriminatory acts through conference persuasion and conciliation.

Enters into conciliation agreements which are enforceable in court.

Holds public hearings on complaints where discrimination has occurred if conciliation attempts fail.

Issues court-enforceable cease and desist and affirmative action orders.

Awards damages for embarrassment and humiliation when appropriate.

Assesses civil penalties when appropriate.

Complaints

If you believe you have been discriminated against on the basis of race, sex, color, religion, national origin, disability or familial status:

1. Contact the offices of the Kentucky Commission on Human Rights, Heyburn Building, Suite 700, 332 W. Broadway, Louisville, KY 40202. (502) 595-4024 or toll free 1-800-292-5566; or TDD Line (502) 595-4084, Kentucky Relay Services 800-648-6056 (TTY/TTD).

2. Record your experiences. Write down names of individuals involved, all significant conversation, and any incidents that might indicate discrimination.

3. Keep copies of advertisements, letters, notes or other relevant information.

Incidents of discriminatory treatment or attempts to promote panic-selling should be reported to the Commission.



EQUAL HOUSING OPPORTUNITY