

KENTUCKY LEASE AGREEMENT

This Residential Lease Agreement ("Agreement") is entered into on the ____ day of _____, 20____, by and between:

LANDLORD:

Name: _____

Mailing Address: _____

Email: _____

Phone: _____

TENANT(S):

Name(s):

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential property located at:

Address: _____

City: _____

State: Kentucky

Zip Code: _____

(hereinafter referred to as the "Premises").

The Premises includes the following furniture/appliances:

II. TERM

The term of this Agreement shall be (check one):

☐ **Fixed Term.** The lease shall commence on the _____ day of _____, 20____, and end on the _____ day of _____, 20____. Upon the end of the term, this Agreement shall (check one):

☐ Terminate.

☐ Convert to a month-to-month tenancy.

☐ **Month-to-Month.** The lease shall commence on the _____ day of _____, 20____, and continue on a month-to-month basis until terminated by either party with at least thirty (30) days' written notice.

III. RENT

Rent Amount: The Tenant shall pay the Landlord the sum of \$ _____ per month.

Due Date: Rent is due on the _____ day of each month.

Payment Method: Rent shall be paid via:

☐ Check ☐ Cash ☐ Electronic Transfer ☐ Other:

Payment Address (if different from Landlord address):

Late Fee: If rent is not paid within _____ days of the due date, Tenant shall pay a late fee of \$ _____ .

Returned Checks: For any check returned for insufficient funds, Tenant shall pay a fee of \$ _____ (not to exceed \$50.00 pursuant to KRS 514.040).

IV. SECURITY DEPOSIT

Upon execution of this Agreement, Tenant shall deposit with Landlord the sum of \$ _____ as security for the performance of Tenant's obligations under this Agreement.

Kentucky Statutory Requirements (KRS 383.580):

1. **Separate Account:** Landlord shall deposit the Security Deposit in an account used only for that purpose, in a bank or other lending institution subject to regulation by the Commonwealth of Kentucky or any agency of the United States government.

2. **Notification:** Landlord shall inform Tenant of the location of the separate account and the account number.

Bank Name: _____

Account Number (Last 4 digits): _____

3. **Pre-Occupancy Inspection:** Prior to the Tenant tendering the Security Deposit, the Landlord shall provide the Tenant with a comprehensive listing of any existing damage to the unit. The Tenant shall have the right to inspect the Premises to verify the accuracy of the list. Both parties shall sign the list.

4. **Return of Deposit:** In the event that any part of the Security Deposit is withheld, the Landlord shall provide the Tenant with a comprehensive listing of the damages and the estimated cost of repairs.

V. UTILITIES AND SERVICES

Responsibility for payment of utilities and services shall be as follows:

Electricity:

☐ Landlord ☐ Tenant

Water/Sewer:

☐ Landlord ☐ Tenant

Gas:

☐ Landlord ☐ Tenant

Trash Collection:

☐ Landlord ☐ Tenant

Internet/Cable:

☐ Landlord ☐ Tenant

Other (_____):

☐ Landlord ☐ Tenant

VI. USE OF PREMISES

The Premises shall be used and occupied by the Tenant(s) and the following minor children/occupants exclusively as a private single-family residence:

No part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.

VII. MAINTENANCE AND REPAIRS

Landlord's Obligations (KRS 383.595):

Landlord shall:

1. Comply with the requirements of applicable building and housing codes materially affecting health and safety;
2. Make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition;
3. Keep all common areas of the Premises in a clean and safe condition;
4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances supplied by Landlord.

Tenant's Obligations (KRS 383.605):

Tenant shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
2. Keep that part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permits;
3. Dispose from the Premises all ashes, garbage, rubbish, and other waste in a clean and safe manner;
4. Keep all plumbing fixtures in the Premises or used by the Tenant as clean as their condition permits;
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances;
6. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so.

VIII. RIGHT OF ENTRY

Pursuant to **KRS 383.615**, the Landlord shall have the right to enter the Premises to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Except in case of emergency or unless it is impracticable to do so, the Landlord shall give the Tenant at least **two (2) days' notice** of the Landlord's intent to enter and may enter only at reasonable times.

IX. PETS

☐ **No Pets.** Tenant shall not keep any pets on the Premises.

☐ **Pets Allowed.** Tenant may keep the following pets on the Premises:

Description of Pet(s):

Pet Fee (Non-Refundable): \$ _____

Additional Security Deposit: \$ _____

X. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.

The Premises was constructed:

☐ After January 1, 1978.

☐ Before January 1, 1978. (Landlord must provide a Lead-Based Paint Disclosure Form and EPA Pamphlet).

XI. DEFAULT AND TERMINATION

Failure to Pay Rent (KRS 383.660(2)): If rent is unpaid when due and Tenant fails to pay rent within seven (7) days after written notice by the Landlord of nonpayment and the Landlord's intention to terminate the Rental Agreement if the rent is not paid within that period of time, the Landlord may terminate the Rental Agreement.

Non-Compliance (KRS 383.660(1)): If there is a material noncompliance by the Tenant with the Rental Agreement or a material noncompliance with KRS 383.605 materially affecting health and safety, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Rental Agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice. If the breach is not remedied in fifteen (15) days, the Rental Agreement shall terminate as provided in the notice.

XII. DISCLOSURE OF MANAGER AND AGENT

Pursuant to **KRS 383.585**, the Landlord or any person authorized to enter into a rental agreement on the Landlord's behalf shall disclose to the Tenant in writing at or before the commencement of the tenancy the name and address of:

1. The person authorized to manage the Premises:

Name: _____

Address: _____

2. The owner of the Premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and receiving and receipting for notices and demands:

Name: _____

Address: _____

XIII. ABANDONMENT

If the Tenant is absent from the Premises for a period of seven (7) consecutive days or more while rent is outstanding, the Tenant shall be deemed to have abandoned the Premises. The Landlord may enter the Premises and re-rent the Premises in accordance with KRS 383.670.

XIV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, specifically the Uniform Residential Landlord and Tenant Act (KRS Chapter 383) where applicable.

XV. ADDITIONAL TERMS AND CONDITIONS

Additional provisions:

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT(S):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

NOTARY ACKNOWLEDGMENT

State of Kentucky

County of _____

On this _____ day of _____, 20____, before me personally appeared

_____ (Landlord) and

_____ (Tenant(s)), known to me (or proved to me on the

basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

Date: _____ day of _____, 20____

Print Name: _____

My Commission Expires: _____ day of _____, 20____

(Seal)