

WEST VIRGINIA LEASE AGREEMENT

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

LANDLORD:

Mailing Address:

AND

TENANT(S):

The Landlord and Tenant(s) may be collectively referred to as the "Parties."

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the
residential property located at the following address (the "Premises"):

West Virginia, Zip Code: _____

The Premises includes the following furnishings and appliances:

II. TERM

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

☐ **FIXED TERM:** This Lease shall commence on the ____ day of _____, 20____ and end on the ____ day of _____, 20____. Upon the expiration of this term, the Tenant shall vacate the Premises unless a new agreement is signed.

☐ **MONTH-TO-MONTH:** This Lease shall commence on the ____ day of _____, 20____ and continue on a month-to-month basis. In accordance with West Virginia Code § 37-6-5, either party may terminate this tenancy by giving notice at least one full rental period in advance.

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ _____ per month.

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

B. First Month's Rent: The Tenant shall pay the first month's rent in the amount of \$ _____ upon the execution of this Agreement.

C. Payment Method: Rent shall be paid by (check all that apply):

☐ Cash ☐ Check ☐ Money Order ☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: _____

Payment Address (if different from Landlord's address above):

D. Late Fees: If rent is not paid by the _____ day of the month, the Tenant shall pay a late fee of:

☐ \$ _____ (Flat Fee)

☐ _____ % of the monthly rent

☐ Other: _____

E. Returned Checks: If a check is returned for insufficient funds, the Tenant shall pay a charge of \$ _____, in addition to any late fees accumulated.

IV. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall pay the Landlord a Security Deposit in the amount of \$ _____.

A. Purpose: The Security Deposit shall be held by the Landlord as security for the faithful performance of this Agreement by the Tenant.

B. Return of Deposit: Pursuant to West Virginia Code § 37-6A-2, the Landlord shall return the Security Deposit, less any deductions for damages or unpaid rent, to the Tenant within:

1. Sixty (60) days of the termination of the tenancy; or
2. Forty-five (45) days of the occupation of the Premises by a subsequent tenant, whichever time period is shorter.

C. Deductions: Deductions from the Security Deposit may be made for:

1. Damage to the Premises beyond normal wear and tear;
2. Unpaid rent and late charges;
3. Unpaid utility charges; and
4. Costs for removal and storage of Tenant's property if abandoned.

D. Itemized List: If any deductions are made, the Landlord shall provide a written itemized list of damages and charges to the Tenant.

V. UTILITIES AND SERVICES

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

Electricity:

☐ Landlord ☐ Tenant

Water/Sewer:

☐ Landlord ☐ Tenant

Gas/Oil:

☐ Landlord ☐ Tenant

Trash Collection:

☐ Landlord ☐ Tenant

Cable/Internet:

☐ Landlord ☐ Tenant

Snow Removal:

☐ Landlord ☐ Tenant

Lawn Care:

☐ Landlord ☐ Tenant

VI. USE OF PREMISES AND OCCUPANTS

The Premises shall be used exclusively as a private residence. No trade, business, or professional activity shall be carried on within the Premises.

The following individuals are the only authorized occupants of the Premises:

Guest Policy: Guests may stay on the Premises for no longer than _____

consecutive days or _____ days in a six-month period without prior written consent from the Landlord.

VII. MAINTENANCE AND REPAIR

A. Landlord's Obligations: Pursuant to West Virginia Code § 37-6-30, the Landlord shall:

1. Deliver the Premises in a fit and habitable condition;
2. Maintain the Premises in a condition that meets all applicable health and safety codes;
3. Make all necessary repairs to keep the Premises in a fit and habitable condition, except where the disrepair is caused by the willful or negligent conduct of the Tenant.

B. Tenant's Obligations: The Tenant shall:

1. Keep the Premises clean and sanitary;
2. Dispose of all rubbish and garbage in a clean and sanitary manner;
3. Use all electrical, plumbing, sanitary, heating, ventilating, and air-conditioning facilities in a reasonable manner;
4. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises.

VIII. RIGHT OF ENTRY

The Landlord shall have the right to enter the Premises to inspect the property, make necessary repairs, or show the Premises to prospective buyers or tenants.

Except in cases of emergency or abandonment, the Landlord shall provide the Tenant with at least _____ hours (recommended: 24 hours) notice prior to entry. Entry shall be made at reasonable times.

IX. PETS

The policy regarding pets is as follows (check one):

☐ **NO PETS ALLOWED.**

☐ **PETS ALLOWED.** The Tenant is permitted to have the following pet(s):

Description/Type: _____

Number of Pets: _____

Pet Fee (Non-Refundable): \$ _____

Pet Deposit (Refundable): \$ _____

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.

Check one:

- ☐ The Premises was built prior to 1978. The Landlord has provided the Tenant with a Lead-Based Paint Disclosure Form and the EPA pamphlet "Protect Your Family from Lead in Your Home."
- ☐ The Premises was built in 1978 or later.

XI. DEFAULT AND TERMINATION

A. Failure to Pay Rent: If rent is unpaid when due, and the Tenant fails to pay within the time required by law, the Landlord may terminate this Agreement and commence eviction proceedings in accordance with West Virginia law.

B. Violation of Lease Terms: If the Tenant violates any provision of this Agreement (other than non-payment of rent), the Landlord may deliver a written notice specifying the acts and omissions constituting the breach.

XII. ABANDONMENT

If the Tenant is absent from the Premises for a period of thirty (30) consecutive days while rent is unpaid, the Premises shall be considered abandoned. In accordance with West Virginia Code § 37-6-6, the Landlord may recover possession of the Premises.

XIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

XIV. ADDITIONAL PROVISIONS

The following additional terms and conditions apply:

XV. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, understandings, and representations. This Agreement may only be amended in writing and signed by both Parties.

XVI. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XVII. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

LANDLORD

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

TENANT

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

TENANT (Co-Signer if applicable)

Signature: _____

Print Name: _____

Date: ____ day of _____, 20____

Address: _____

*

NOTARY ACKNOWLEDGMENT**

STATE OF WEST VIRGINIA

COUNTY OF _____

On this ____ day of _____, 20____, before me personally appeared
_____ (Landlord) and _____ (Tenant(s)), known to me (or
satisfactorily proven) to be the persons whose names are subscribed to the within instrument and
acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: ____ day of _____, 20____

(SEAL)