

I (we) have read this page completely and I (we) understand it thoroughly, and I (we) agree to abide by all the terms and conditions set forth on this page and in this entire contract. **I UNDERSTAND THIS IS A LEGALLY BINDING CONTRACT DOCUMENT.**

\_\_\_\_\_

\_\_\_\_\_

Occupant (s) \_\_\_\_\_

Residential Real Estate Occupancy Contract  
Agreement and Condition of Occupancy  
Updated 3/24/2012

This Contract is hereby executed between the landlord  
Named below and Occupant(s) named above. Always make checks  
Payable to:

Perry Rental Properties, LLC  
PO Box 958  
Bluefield, WV 24701

**Security Deposit Owed: \$** \_\_\_\_\_

**Pet Fee Owed: \$** \_\_\_\_\_

**Prorated Rent Owed: \$** \_\_\_\_\_

**Total amount from above owed: \$** \_\_\_\_\_

**Amount paid today: \$** \_\_\_\_\_

**Amount still Owed if any: \$** \_\_\_\_\_

**Date to be paid if applicable:** \_\_\_\_\_

**This is a legally binding contract. Do not sign if you do not fully understand it.**

**1. PROPERTY ADDRESS:**

The property is located at \_\_\_\_\_.

**2. CONTRACT PERIOD:** This occupancy contract period shall begin on \_\_\_\_\_, and end on \_\_\_\_\_.

If the contract period begins on a date other than the first day of the month, the first month's rent shall be pro-rated for a partial month. [See insert box above] Pro-rata rent (if any) for \_\_\_\_\_ days shall start on \_\_\_\_\_ and continue until the first of the next month. The prorated amount paid to be paid is \$ \_\_\_\_\_, as shown above.

**3. DEPOSIT:** The total amount of the Deposit is \$ \_\_\_\_\_. Conditions of the deposit return are outlined in Item 38 of this occupancy contract.

**4. RENT:** The rental for this apartment shall be \$ \_\_\_\_\_ per month, payable in advance on the first day of each month, for the duration of the contract period.

The Landlord is paying the following utilities: \_\_\_\_\_.

The Occupant is paying the following utilities: \_\_\_\_\_.

**5. Payment of Rent:** Payment is to be mailed to Perry Rental Properties, LLC, PO Box 958, Bluefield, WV 24701. It is the occupant's responsibility to keep proof of payment, such as canceled Check or Money Order receipt. A Check is the most reliable and safe form of payment. The Post office is a great place to get a Money Order. **Landlord assumes no responsibility for payments "lost in the mail."** Please include your Name, Street Address, and Apartment number, on your envelope as well as your check or money order to ensure proper receipt. Payment by cash is risky and is greatly discouraged. The occupant assumes full responsibility and risks of a cash payment. **We may report your payment histories, positive and negative, to the 3 major Credit Reporting Agencies.**

**6. 10% LATE FEE:** Rent is due on the first day of each month. If rent (or any portion thereof) remains unpaid after the fifth day of the month it shall be considered delinquent and **a 10% late fee of any outstanding balance, beginning on the sixth day of the month will be applied.**

**7. MANDATE TO REMOVE:** In the event the occupant fails to pay rent by the (15<sup>th</sup>) day of the month, the Landlord shall automatically and **immediately obtain a Summary "MANDATE TO REMOVE" Decree and Judgment, and the occupant(s) as well as their possessions must be removed from the Premises immediately.**

**8. MANDATE TO REMOVE - FOR ANY REASON:** The following applies to a MANDATE TO REMOVE for ANY reason: **Occupant waives right to any waiting period. The occupant's signature on this document constitutes their acceptance of being served a NOTICE OF MANDATE TO REMOVE. You understand and agree that you will still be responsible for payment of all monies owed to the Landlord. A judgment against the occupant will be immediately obtained and filed. This can include, but not be limited to; garnishment of wages, reporting to the major Credit Reporting Agencies, and reporting to the State & Local Landlord's Association. Occupant's signature on this document hereby grants permission to Landlord to remove all tenant's belongings off the premises if tenant does not immediately do so him or herself. Occupant will pay any and all costs associated therewith and understands and agrees there will be no exceptions!**

**9. NOISE -- PARTYING -- LOITERING:** **Priority is always given to those who need quiet.** This especially applies to hours 10:00 PM to 7:00 AM. Occupant(s) specifically agree(s) to be especially vigilant that he/she, or guests of the same, will not cause noise or other activities that

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create a disturbance to neighbors or other individuals. This applies to: Inside the apartment, the premises, yard or parking area or the streets near the apartment. This will also include, but not be limited to: playing of loud music, TV's, loud talking, visitors coming in and out of the apartment, consumption of alcoholic beverages and drugs. Occupants and or guests are not allowed to loiter (or hang out) on the premises or in the streets near the apartment. Any violation in this section will be grounds for immediate eviction and there will be an issuance of a MANDATE TO REMOVE of all possessions.

**10. RESIDENTIAL PURPOSES ONLY:** Use: The premises occupied shall be used exclusively for residential purposes, and not for any unlawful purpose. This shall apply to any guest or guests of the Occupant as well. The term "unlawful" shall be interpreted to include compliance status with all laws, codes, and ordinances of the city, county, state and federal governments, as their jurisdictions may apply.

**11. NOTIFYING LANDLORD OF PHONE OR EMAIL CHANGES.** The Landlord must always be able to reach every occupant. Occupant must ensure that the landlord is notified of any changes in home phone, cell phone, or email address. **THE LANDLORD MUST BE INFORMED.** Failure to notify us is a violation of this contract.

**12. ABANDONMENT OF PREMISES:** If occupant ceases to dwell in the rental unit it shall be considered abandoned. The landlord, at that time, shall have full control of the unit and authority to re-rent it. If the occupant has left behind personal items, the landlord will place all contents in a storage building and may dispose of the said property after 30 days. NOTE: When moving out, occupant agrees to remove ALL belongings immediately. The sooner you can remove your belongings, the sooner we may be able to re-rent your apartment and we will prorate your rent for that month. It's in your best interest to get your items moved quickly. The landlord must be able to show the apartment in an attractive condition. WV and VA law states belongings left unattended for 30 days is declared abandoned property.

**13. LAUNDRY ROOM:** Laundry rooms are for residences only. Please take care of these machines & the laundry room as if they are your own.

**14. RETURNED CHECKS:** If a check is returned for NSF, a **\$25.00 returned check fee** will be applied. A 10% late fee of the full amount owed will apply if the full amount has not been paid by the 5<sup>th</sup> of the month. Upon receipt of three returned checks in a given lease period, the landlord reserves the right to accept all future monies in the form of a money order or cashier's check only.

**15. ATTORNEY FEES:** In the event an occupant fails to comply with any terms of this Occupancy Contract, then they agree to pay any court costs and reasonable attorney fees.

**16. APPLICATION:** The application made by a prospective occupant, if approved by the landlord, shall constitute a material part of this contract and any misrepresentations therein may constitute a breach of contract and justify cancellation of this contract by the Landlord, as a default.

**17. MONTH TO MONTH:** If neither party gives notice to the other at least 30 days prior to the end of the Contract term described above, then the occupancy contract shall continue on a monthly basis until 30 days notice is given by either of the parties. A tenant must always give 30 days' written notice that they will be moving, in order to qualify for a Security Deposit refund, provided all other conditions have been met.

**18. RE-RENTING OF APARTMENT:** If either party gives notice to end this contract, the landlord, shall be granted the right to show the apartment during the final 30 days. The apartment will be in clean and presentable condition at those times, and there may be a pro-ration refund of that month's rent if a new occupant is found, and they can move right in before that month's end. The occupant agrees that the move out and clean up will be completed immediately, once they cease to dwell in the apartment. It is in your best interest to leave the apartment clean, damage free, and in move in condition, to attract a new occupant as quickly as possible.

**19. SUB-LET:** The premises shall not be sublet by anyone except with the approval and specific written consent of the Landlord. Likewise, no other occupant's shall move in with you without the approval and written consent of the Landlord. Approval by the Landlord, in either case, shall include the requirement that the new individual(s) be added to this contract, and bound by its terms. The presence of an individual residing on Premises who is not a signatory on this Rental Contract will be sufficient grounds for termination of this contract.

**19-A MOVING OUT:** You must always give 30 days' written notice, even if your original contract is ending or has already ended. It is in your best interest to move quickly as to allow us to get your apartment re-rented faster. If a new tenant moves into your old apartment before months end, you will be given a prorated refund of your rent.

**19-B VERBAL NOTIFICATION OF MOVING:** Once you tell us you're moving, that in itself becomes a binding contract, and we will immediately begin seeking a replacement tenant. You are still required to notify us in writing by mail or email of your moving date and the 30 days' notice begins upon us receiving your written notice. If your moving plans change, you must tell us IMMEDIATELY. Otherwise, we may have a new Rental contract with a new person moving into your apartment on a specific date which could obviously be a problem if you decide to stay. You may still be required to move all belongings by the date you gave us to allow for a new occupant but in the event this happens, we will make every effort to put the new occupant in another unit. If you decide to stay, you may do so as long as your unit has not been re-rented.

**20. ROOMMATES:** The landlord will not become involved in any disagreements arising between roommates or share renters. This contract is made jointly with each adult party occupying the apartment and co-signers, and they shall be considered a single entity by the landlord. Each

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party is individually responsible and liable for the entire Occupancy contract. Disagreements or parting of the ways between those parties, whatever the reason must be resolved between those parties themselves.

**21. MAINTENANCE AND SAFETY:** Occupant agrees to immediately inform landlord of any malfunction which might cause harm to the structure and or any of its mechanical systems. You also agree to notify the landlord immediately of any unsafe or hazardous condition that may exist or arise. No goods or materials of any kind or description which are combustible, or would increase the risk of fire, or shall in any way increase the fire insurance rate with respect to premises or would violate any law or regulation, may be taken or placed in or outside premises. This includes Kerosene Heaters!

**22. AUXILIARY HEATERS:** It is especially forbidden by the landlord to use any type of heating device with a flame, such as (but not limited to) a kerosene heater. It is also forbidden to use any portable electric heaters for more than a few days at a time.

**23. PERSONAL PROPERTY – LIABILITY - RENTERS INSURANCE:** The Landlord IS NOT responsible for damage to an occupant's personal property and possessions for any reason or cause whatsoever. The Landlord IS NOT responsible for any legal and financial claim arising from any action or condition caused by the occupant or member of his/her household, guest, casual visitor, or pet, which brings harm of any kind against anyone else. Occupant acknowledges that he/she is responsible for obtaining a Renters Insurance Policy covering his/her personal possessions and liability. This policy must include liability coverage of at least \$100,000. Occupants assume full legal and financial responsible for damages arising from any action or condition caused by them or member of his/her household, a guest, casual visitor, or pet, which causes harm of any kind against anyone else. **If you own a pet of any size or type, a Renters Insurance policy is mandatory, and a copy of its binder must be furnished to the landlord.**

**24. CARE OF PLUMBING:** Please do not flush any foreign material, including cat litter, feminine products of any sort down a toilet. If there is a sewer backup and it is determined that your apartment is the cause, you will be held accountable for damages and all plumbing costs.

**25. SIGNS/ LIGHTS:** No one shall display any signs, exterior lights, (except Christmas lights) or markings. No awnings or other projections shall be attached to the outside of premises. Radio or Television antennas and Satellite dishes shall NOT be placed or erected on the roof or exterior of premises. Occupants will not detract from or alter exterior appearance of building, in any way.

**26. TRASH:** No unsightly items or trash will be left in the yard or on porches, decks, hallways, etc. at any time! All trash must be put in an approved trash bin. Porches will be kept attractive and free of trash at all times.

**27. PETS:** No pets will be permitted without the written consent of the Landlord. **If approved**, there is a maximum of two pets per household and a weight limit of 25lbs. Any pet larger than this must require a visual inspection from landlord of the animal's temperament and will be handled on a case by case basis. There is a **\$150 non-refundable pet fee per animal**. A Pit Bull, Staffordshire Terrier, Rottweiler, Doberman, Presa Canario, Chow, or partial breeds thereof, or any dog with a bite history, are automatically forbidden. **Note: There is an automatic \$40 per month increase on your rent to cover the additional wear and tear to your unit for any and all types of animals allowed.**

**28. VEHICLES:** Occupants vehicles and their guest shall park in designated areas. If a vehicle is not being used, it may not be stored in our parking areas and shall be taken elsewhere for proper parking and or storage. Any such non-operative vehicle may be towed by the Landlord or Management at the expense of the Resident. Only two cars per apartment/household may be regularly parked on premises. Additional vehicles must be approved by landlord.

**29. NO REPAIRS TO VEHICLES:** No one shall do any type of mechanical overhauling to a vehicle at their apartment as this is unsightly to other occupants.

**30. PRIOR NOTICE:** The Landlord, or repair persons, will always be allowed to enter the home to perform repairs or upgrades. The Landlord will make every effort to provide a 24 hour notice prior entering an apartment. In an emergency, it is understood and agreed by the occupant that prior notification may not be possible and immediate entry may be necessary.

**31. LOCKS AND KEYS:** If an occupant strongly desires to change their locks, it must be done so by a locksmith hired by the landlord, and it will be necessary for the tenant to pay for this. It is understood the landlord will have a master pass key, and it will be a violation of this contract to change the locks in any way that denies access by the landlord. **The Landlord is not responsible if a tenant locks him/herself out, or loses their key.** If this does happen to a tenant, contact the Maintenance Manager or Assistant Maintenance Manager. They will charge \$25 to unlock your door, provided they are available and it is convenient for them to come. You must pay the maintenance man directly at the time of entry. If you are unable to reach maintenance, **you can also call our locksmith, David Cintron at 304-320-8437.** Again, you will need to pay him for any and all applicable fees on the spot. You may wish to hide an extra key in your vehicle, or give a copy to a friend.

**32. SMOKE DETECTORS:** Occupant shall at all times maintain fresh batteries in the smoke detectors and inform landlord if a detector is not working properly. **THIS IS VERY IMPORTANT! It is a Federal Offense to disarm or failing to maintain your smoke detector.**

**33. NAILS:** You will be cautious and conservative in driving nails into the walls for picture hanging. You are responsible for any damage to the walls, caused by nails if excessive.

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**34. SNOW:** Occupants are responsible for snow and ice removal to and from his/her apartment from their car. Occupants and their guest will act with prudence and caution. Under all circumstances, any occupant or guest will always assume full responsibility of his or her own personal safety.

**35. LEAD PAINT:** Some apartments may contain lead based paint. The landlord is held harmless of any liability or harm that may be caused due to the presence of lead based paints. Note: No child or adult should ever eat or ingest in any way peeling paint as it is hazardous to your health and could contain lead based paint.

**36. UTILITIES:** If some utilities are being supplied by landlord, it is agreed that you will exercise normal and conscientious prudence in the consumption of these utilities. This will especially include, but not be limited to, keeping windows and storm windows closed at the appropriate times of year and turning off lights and electrical appliances when their service is not needed. **If water is being supplied, it is imperative that you inform the Landlord immediately of any leaks or running water, especially RUNNING TOILETS** to reduce excessive water bills. Landlord reserves the right to install separate water meters, separate electrical meters, and separate heating systems, in those buildings not already converted.

**37. SMOKING INSIDE APARTMENT:** We strongly request that no one smoke inside your apartment because of odors, nicotine residue and fire safety issues. When you move out, if you have smoke in your apartment, your deposit will be forfeited if walls must be repainted, or carpet replaced, because of nicotine residue and odor.

**38. RETURN OF DEPOSIT**

The Rental Deposit shall be retained by the Landlord until the premises have been vacated and the following conditions are met:

- A. Full term of the occupancy contract has expired and all provisions therein complied with.
- A-1. Occupant has given full possession of unit, once they cease to dwell there.
- B. A full thirty (30) day notice must be given to the management in writing prior to vacating by mail or email.
- C. The entire apartment or house including range, oven, refrigerator, bathroom, windows, blinds, closets and cabinets must be thoroughly cleaned upon vacating.....**Must be Ready for the next tenant to move in.**
- D. No damage to unit beyond normal wear and tear.
- E. No unpaid late charges, delinquent rent or deficiency in Security Deposit.
- F. Forwarding address must be left with management.
- G. No damage to floors or walls other than normal wear and tear.
- H. No wall covering, stickers, scratches or large holes in walls. Occupants should use "Mr. Clean Magic Erasers" to remove any scuff marks on walls. You should NOT try to use touch up paint to cover scuff marks, unless correct paint is obtained from Landlord. We prefer the Occupants not to paint anything!
- I. All keys, including mail box keys, must be returned. If keys are lost, you must pay the cost of replacing the keys and locks. Note: Keys can be left on Kitchen Counter upon move out. Make sure to let us know once completely moved with a courtesy call or email.
- J. All debris and discarded items must be placed in the proper rubbish containers in designated areas.
- K. All carpeting must be vacuumed and steam cleaned. If the carpet must be professionally cleaned, the cost will be deducted from the Security Deposit if not done so by occupant. Vinyl must be wet mopped, and hardwood floors will be thoroughly dry mopped.
- L. All screens and windows and other glass covers such as light fixtures are to be in the same condition as when moved in, or replacements or repairs will be deducted from Security Deposit.
- M. The SECURITY DEPOSIT CANNOT BE USED AS THE LAST MONTH'S Rent!!!
- N. The Security Deposit will be returned by check and will be mailed to your forwarding address left with the landlord Or the address you leave with your keys left on the kitchen counter within 30 days of your move out date, providing All the above conditions have been met.

**39. DAMAGE TO APARTMENT:** It is understood that if there are damages to this apartment, the deposit will be used for payment of said damages, and if the cost to repair said damages exceeds the deposit, the occupant agrees to pay for them. If payment is not made, a judgment will be placed against you and your wages may be garnished until payment is made in full.

**40. LAST MONTHS RENT:** Under no circumstance is the last months rent to be substituted with the rental deposit. You are held accountable for payment of your last month's rent and if it goes uncollected, a judgment may be filed for the unpaid balance.

**41. EARLY TERMINATION OF CONTRACT:** **Early termination of the contract period shall result in forfeiture of the security deposit as liquidated damages, plus two months additional rent will be due after the move out to cover lost rent to Landlord. Once the apartment has been re-rented to a new occupant and Landlord has sustained no further losses, then you will be relieved of the remaining rents owed. If the prior occupant has already paid a month's rent and the new occupant moves in during that month, a pro-rated refund will be made to you. You will be held responsible for any damages or cleanup costs. It is in your best interest to leave the apartment clean, damage free, and in move in condition, to attract a new occupant as quickly as possible.**

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\_\_\_\_\_  
\_\_\_\_\_

**42. PEST CONTROL:** It is the occupants responsibility to provide pest control if you so choose. Pest Control Plus or Dodson may be contacted but it will be the occupant's responsibility to do so if so chosen.

**43. LEGAL:** If any segment of this document shall be ruled void or unenforceable, that shall not affect this document as a whole.

**44. PHONE NUMBER:** Landlord must be notified within 2 business days of occupants new Phone Number. This is extremely important. We must be able to contact you at all times in case of an emergency.

**45. GROUNDS FOR EVICTION:** A violation of any clause mentioned above in this Contract agreement can be considered grounds for eviction.

**46. Name & Age of each person who will dwell in this rental unit:**

Name \_\_\_\_\_ Age \_\_\_\_\_ Name \_\_\_\_\_ Age \_\_\_\_\_  
Name \_\_\_\_\_ Age \_\_\_\_\_ Name \_\_\_\_\_ Age \_\_\_\_\_

No others will dwell here.

**47A. REALTOR DISCLOSURE:** The owner, Ward B Perry, is a licensed Realtor with Century 21 Select Properties. Any Occupants seeking a home to purchase please feel free to call me at 304-320-9042. Your rental contract period may be renegotiated providing a home is being purchased through me but at no time is anyone obligated to use me as their Realtor. View my website at: [www.wardc21.com](http://www.wardc21.com)

**47B. COMMENTS OR SPECIAL CONDITIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I have read and understand the terms outlined in this contract and are fully agreeable to its contents and terms. I agree to abide by all the provisions in this contract.**

**Occupant Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Occupant Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Perry Rental Properties, LLC**  
**Landlord**

**By: Sub-Contractor:** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Or**  
**Owner:** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Ward B. Perry**



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## Keep this page handy for future reference

<b>MAIL RENT TO: PERRY RENTAL PROPERTIES, LLC PO BOX 958 BLUEFIELD, WV 24701</b>
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**Contact Information:** [www.perryrentalsllc.com](http://www.perryrentalsllc.com) (Our Rental Website)

**Property Manager: Robert Perry--304-324-5566 (Pager)**

**Email: [perryapartments@comcast.net](mailto:perryapartments@comcast.net) (Email is a preferred means of communication for Robert.)**

**Assistant Property Manager: Mary White --304-887-2833 Cell**

**Email: [rent.here.white@gmail.com](mailto:rent.here.white@gmail.com)**

**Fax: 304-425-1444**

**Maintenance Manager: Tony Tibbs-- 304-320-5293 Cell**

**Email: [tonyjtibbs@gmail.com](mailto:tonyjtibbs@gmail.com)**

**Assistant Maintenance Manager: David Hancock-- 304-320-6878 Cell**

**Owner: Ward B. Perry--304-320-9042 Cell**

**Email: [perry1972@comcast.net](mailto:perry1972@comcast.net) (Email is preferred means of communication for me.)**

**[www.wardc21.com](http://www.wardc21.com) My Century 21 Website of Homes for sale**

**Fax: 304-323-1828**

**Book Keeping/Assistant: Anita Malpass—843-609-8433 Cell**

**Email: [anita.malpass@gmail.com](mailto:anita.malpass@gmail.com) (Call her for payment issues or Lease info)**

### **HELPFUL NUMBERS:**

**APPALACHIAN ELECTRIC POWER (AEP) 800-982-4237 [call 24/7]**

**FRONTIER (TELEPHONE) 800-921-8101**

**COMCAST (CABLE) – 800-266-2278 Service in Bluefield...now serving portions of Princeton too.**

**WV AMERICAN (WATER) COMPANY They service 90% of the areas water 800-685-8660 [call 24/7]**

**PRINCETON SANITARY BOARD (SEWER) Required for Princeton residence 304-425-3483**

**PEST CONTROL PLUS 276-322-3057 OR 276-322-5925 (EXTEMINATOR PRINCETON OR BLUEFIELD)**

**DODSON BROTHERS PEST CONTROL 304-325-9105 (BLUEFIELD LOCATION)**

**DODSON BROTHERS PEST CONTROL 304-425-5021 (PRINCETON LOCATION)**

**DAVID CINTRON (LOCKSMITH) 304-320-8437 CELL**