

APPLICATION FOR RESIDENCY

NAME: _____

ADDRESS: _____

TELEPHONE: (HOME) _____ (WORK) _____

BIRTHDATE: _____ SOCIAL SECURITY # _____

MARITAL STATUS: married _____ single _____ divorced _____

OTHER OCCUPANTS:

NAME	BIRTHDATE	SOC. SEC. #	RELATIONSHIP
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

How long have you lived at your present address? _____

Present landlord's name, address & phone #: _____

Why are you leaving present residence? _____

Have you or any applicant listed ever been evicted? _____

Have you or any applicant ever broken a rental agreement or lease contract? _____

Why? _____

Have you or any applicant ever been sued for non-payment of rent or damages to rental property? _____ Explain: _____

Have you or any applicant ever been convicted of a felony? _____

What? _____ Where? _____

REFERENCES:

Personal references or previous landlords:
(do not list relatives)

NAME	ADDRESS	PHONE
<hr/>		
<hr/>		
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Business and/or credit references:

I understand that my application will be inactive in six months unless requested for a longer period.

Applicant agrees that all of the above statements are true and complete and hereby authorizes verification of the above information, references, and credit records. Applicant authorizes and requests all present and former employers, landlords, and references listed above to supply all requested information to Creekside Realty LTD., and hereby releases all parties supplying information from any and all liability for damages concerning the same. Applicant acknowledges that false information herein may constitute grounds for rejection of this application, termination of right of occupancy, and/or forfeiture of deposits, and will constitute a criminal offense under the laws of this state.

DATE: _____ TENANT: _____

DATE: _____ TENANT: _____

DATE: _____ TENANT: _____

LEASE TERMINATION CLEANING CHECKLIST
CREEKSIDE REALTY, LTD. APARTMENTS

BATHROOM:

We suggest using Soft Scrub or Barkeeper's Friend. Do not use abrasive cleaners!!
Scrub brush and toothbrush suggested for best results in cleaning everything.

- Medicine Cabinet
- Sink and Faucets
- Entire tub area and Faucets
- Floor
- Commode

KITCHEN:

- Oven and stove area to include burner rings and drip underneath
- Refrigerators, freezer, inside and out
- Cabinets and countertops and drawers
- Sink

LEAVE FREEZER ICE TRAYS AND SINK BASKET STRAINER

OTHER:

- Vacuum carpet and carpet edge and include closets
- and clean wood and tile floors
- Clean windows and blinds
- Remove all trash to dumpster
- Replace all burned out or missing light bulbs

Lock doors. Return keys to office and leave mailing address for security deposit return. Please leave apartment in same condition as when you moved in and do not remove any items provide to you for your convenience. Your \$_____ deposit will be returned to you in full, but without interest, if all of the above requirements are met and no items have to be replaced or repaired, and your rent has been paid in full for the entire term of your lease. We would prefer that YOU clean instead of leaving the cleaning to us. Please allow us to return your deposit in full. Thank you.

I (we), the tenant (s) of apartment # _____, agree to the above. This ____ day of _____, 20____.

Tenant _____

Tenant _____

Tenant _____

CREEKSIDE, LTD. APARTMENTS

Tenant _____

BY: _____

OPEN MONDAY- FRIDAY
OFFICE HOURS 10:00 a.m. – 5:00 p.m.
OFFICE PHONE 606-784-2028
AFTER HOURS 606-784-6139

CREEKSIDE REALTY, LTD. LEASE AGREEMENT

This Lease Agreement is made and entered into this _____ day of _____, 20____, by and between CREEKSIDE REALTY, LTD., 145 Apt#1 Lois Lane, Morehead, KY 40351, LANDLORD and the following TENANT (S) whether one or more:

NAME	SOC. SEC. #	VEHICLE LICENSE #	HOME ADDRESS	HOME PHONE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The rest of this Lease refers to the Landlord as “we” and/or “us” and the rights, duties, and responsibilities of the Landlord are referred to as “our” rights, duties, and responsibilities. The rest of this Lease refers to the Tenant(s) as “you” and the rights, duties and responsibilities of the Tenant are referred to as “your” rights, duties and responsibilities.

YOU AGREE THAT YOU HAVE READ THIS ENTIRE LEASE BEFORE SIGNING IT, YOU UNDERSTAND IT, AND HAVE RECEIVED A COPY OF IT.

We do hereby lease to you and you do hereby lease from us, Apartment No. _____ at _____ Lois Lane, Morehead, Kentucky 40351, under the following terms and conditions:

LEASE BEGINS: _____

LEASE CONTINUTES: _____

MONTHLY RENT \$ _____ Includes- Electric, Water, Sewer, Trash Dumpster for Tenants only!!!

RENT IS DUE ON OR BEFORE THE _____ DAY OF EACH MONTH

SECURITY/DAMAGE DEPOSIT: \$ _____

This deposit is refundable under this Lease if, when you vacate, all rent is paid for the entire term of the Lease, the apartment is clean and in good condition, and all other terms and conditions of this Lease have been met.

Trash Dumpster for Tenants Only!

NOTE: Tenants will be responsible for Excess usage of utilities for any month combined totals of utilities exceed \$100.00 per month and may be required to have utilities transferred into their name or names if excess usage continues!

**I.
Occupants**

No person shall occupy the apartment for more than three (3) days in any month whom, is not listed in this Lease as a Tenant. You may not sublet, under-rent, or assign this Lease without our written consent. If you do, we can immediately cancel and terminate this Lease. Even if we do consent, you are still responsible for payment of rent and care of the apartment for the remainder of the original term of this Lease.

II.
USE OF APARTMENT

The apartment can be used only as your private residence, and not for the purpose of conducting any business or trade of any kind, or for any unlawful purpose, or for any other purpose other than your private residence.

III.
RENT

All rent is payable at our office at 145 Apt#1 Lois Lane, Morehead, KY 40351, on the _____ day of each month, in advance, for that month. If the rent is not paid within five (5) days of that date, you will be required to pay a \$25.00 late charge. In addition, if you pay your rent by a check which is returned to us without payment, or dishonored for any reason, you must immediately pay us a \$25.00 late charge, plus an additional \$20.00 fee for the returned check. After a second returned check, you will be required to pay your rent only by cash, money order, certified check or cashier's check. Demand notice of non-payment, and any other notice with respect to payment of rent, are hereby waived by you. You agree that upon your failure to pay rent due under this Lease, at any time, in the manner provided herein, all persons occupying the apartment must immediately vacate the apartment without notice from us. In addition, if you are five (5) days or more late in paying your rent for any three months, we may keep all of your security/damage deposit.

IV.
ALL TENANT (S) RESPONSIBLE

YOU UNDERSTAND AND AGREE THAT EVERY TENANT WHO SIGNS THIS LEASE IS INDIVIDUALLY RESPONSIBLE TO US FOR THE PAYMENT OF ALL RENT AND CHARGES PROVIDED IN THIS LEASE, AND FOR ALL OTHER OBLIGATIONS OF EACH "TENANT." Even if you and other tenants of your apartment have agreed between yourselves to share the rent, each of you are responsible to us for the payment of all the rent. We prefer that you pay your payment in full when you pay your rent. We do not have to accept partial payment of the rent. If we do accept partial payment from you, you are still responsible for the balance of the rent until it is paid. You will be charged a \$10.00 processing fee if the payment is not paid in full when payment is due. An additional \$25.00 will be charged to you if you are more than 5 (five) days late with your payment.

V.
UTILITIES

You will be required to furnish and pay for all water, power, sewer, electric, TV cable, and telephone service. We will furnish a dumpster for your domestic trash and garbage. You are required to arrange for electricity by making the necessary arrangements and deposits with Kentucky Utilities Company, Blair Avenue, Morehead, and you will pay all electric bills directly to Kentucky Utilities according to their terms and conditions. If you fail to pay the electric bill and Kentucky Utilities disconnects the electricity, we can require you to immediately move from the apartment. While each apartment is wired for telephone and TV cable, we do not provide these services, and if you desire them, they will be at your expense. You must contact Rowan Water and Morehead Utility Plant Board to arrange for your water and sewer service.

VI.
REASON TO VACATE APARTMENT

All Tenant (s) of your apartment agree to immediately vacate the apartment without any demand, notice, or process, if:

- a) You have any reptiles, birds, fish, dogs, cats, or any other type animals in the apartment at any time.
- b) You, any member of your family, your guests, or invitees conduct yourselves, about the apartment complex, in such a manner as to annoy, harass, disturb, or otherwise affect the quiet use and enjoyment of any other apartment by any other Tenant. Quiet hours are from 11:00 p.m. until 7:00 a.m. The Rowan County Sheriff's Office and the Kentucky State Police have been requested to report any disturbances to us. You understand that **WE ABSOLUTELY WILL NOT TOLERATE ANYONE IN YOUR APARTMENT DISTURBING YOUR NEIGHBORS OF YOUR NEIGHBORS DISTURBING YOU.** If your neighbors disturb you, report it to us immediately, and if you wish, to the police.
- c) You use the apartment for any illegal purpose, or allow gasoline or other combustible or explosive materials to be kept in the apartment or on our property, or do anything, which will increase the rate of fire insurance.
- d) You do, or fail to do, anything else, which this Lease provides shall cause you to have to vacate.

VII.

FURNISHINGS, MAINTENANCE, REPAIRS AND INSPECTIONS

You further agree that:

- a) Any appliances provided by us shall not be removed or exchanged from your apartment without our written consent.
- b) You will promptly notify us of any defects or breakage in the equipment, appliances, fixtures, or any part of the apartment so that proper maintenance and repair can be made. Any repairs, which are necessary because of your misuse, will be charged to you.
- c) You must not paint, wallpaper, alter, decorate, change or add to the apartment without our prior consent in writing. You will not drive any nails into the walls, except approved picture hook nails (which we furnish to you upon request), or in any manner deface or injure the walls, windows, cabinets, or woodwork, and will not place any decals, or paste or glue anything anywhere in the apartment. You will not use adhesive picture hangers or scotch tape on walls or appliances. You will not drill holes anywhere in the apartment.
- d) You will not have any waterbeds or water furniture in any second floor apartment. Water damage to the floor and /or first floor ceilings caused

- by your failure to use shower curtains or doors, or the improper use of shower curtains or doors, will be repaired by us and charged to you.
- e) If we decide it is necessary to use any portion of your deposit to repair damage caused by you, you will immediately pay us as an amount sufficient to restore the deposit to 100%.
 - f) You will not install or change any locks for apartment doors, without our written consent, and if we give that consent, you will furnish us with a key to any such locks, so that we can enter your apartment when necessary. We will have the right to inspect the apartments at all reasonable times. If, during these inspections, we determine (or if we are advised by the pest control technician) that the interior of your apartment is not clean, or has conditions which prohibit effective spraying and pest control, we will give you three (3) days notice to restore the apartment to good condition. Upon re-inspection on or after the 4th day, you agree to immediately vacate the apartment if you have not restored it to good condition.
 - g) We are permitted to enter your apartment immediately, and without notice, in the event we think there is an emergency, which would effect your apartment and/or the building. We can also enter during reasonable hours to inspect for and make necessary repairs, change filters of the heating/cooling unit, or show the apartment to future Tenants, or any person having the legal right to inspect the apartment, after notifying you of our intent.
 - h) You are responsible for replacing all light bulbs and florescent light tubes which burn out while you occupy the apartment.
 - i) You will dispose of all your trash and garbage in the dumpster provided by us, and will not leave any debris in hallways or on parking lots.
 - j) Before signing this Lease, you have inspected the apartment and agree that all appliances are in working order, and that the apartment is in good condition and clean, except as noted below.

EXCEPTIONS:

You understand that the exceptions listed are a comprehensive listing of existing damages (if any), which items of damage could or would be a basis for charge

against your security deposit if they were not pre-existing. You have also received our Lease Termination Cleaning Checklist. You agree that when you vacate the apartment, you will do all the things on that checklist or be charged for our doing them. You have received a copy of this Lease Termination Cleaning CheckList after signed by us and you.

- k) You will not use abrasive cleaners on the bathroom fixtures. We suggest that you use Soft Scrub, Comet Gel, or a similar product.
- l) You will promptly notify us if you notice any dangerous condition anywhere in or around the apartment complex.
- m) You will pay a \$25 entry fee if it becomes necessary for us to unlock the apartment for you at any time other than regular office hours.
- n) The front and rear exterior decks are common areas for entrance to all apartments. You must not block or obstruct these passage ways and cannot store any of your property on them and you will not put any trash bags or debris on them and will not use them for cooking or grilling. You can have lawn furniture on these decks when you are actually sitting there, but you must provide room for other tenants and guests to be able to get into and out of other apartments. When you are not actually occupying your lawn furniture, it must be removed from these decks.

VIII. INSURANCE

WE STRONGLY RECOMMEND THAT YOU HAVE INSURANCE TO PROTECT YOUR PERSONAL PROPERTY. You understand that we will not carry insurance on your personal property. We are not liable for loss, expense, or damage to any of your property, unless it is due to our proven negligence. We are also not liable for personal injury to you or any of your guests or invitees, unless it is due to our proven negligence. WE STRONGLY RECOMMEND THAT YOU SECURE ADEQUATE INSURANCE TO PROTECT YOU AGAINST SUCH OCCURRENCES. You must pay for damages suffered and money spent by us relating to any claim arising from any of your acts or neglect, or from your failure to

comply with the terms of this Lease. You are responsible for all your acts, and all acts of your guests and invitees.

**IX.
PARKING**

We provide parking for not more than one (1) vehicle for each adult tenant. You agree to park in spaces designated by us. You will not be permitted to have on the property any boats, trailers, campers, or trucks larger than pickup trucks.

**X.
CONSENT**

If you are required under this Lease to obtain our consent to perform any act, and we do not give consent, your only right is to ask the Court to order us to give consent. You cannot make any claim against us for money or to subtract any amount from your rent.

**XI.
DAMAGE OR DESTRUCTION OF APARTMENT**

You agree to pay rent provided in this Lease, unless the apartment shall be destroyed or rendered uninhabitable, through no fault of yours, as a result of fire, lightning, storm, tornado, or other casualty, in which event you may immediately vacate the apartment and notify us in writing within three (3) days thereafter of your intention to terminate this Lease. You will be responsible for rent accrued up to the date of the damage, and unless you terminate this Lease, you shall again be responsible for rent after the apartment is again ready for occupancy. In the event of any such damage, we will also have the right to immediately terminate this

Lease by notifying you in writing within three (3) days after we know of the damage.

XII. TERMINATION

Upon termination of this Lease, we shall have the right to re-enter and re-let the leased premises from time to time. Such re-entry and/or re-letting shall not discharge you from any responsibilities under this Lease (unless the Lease was terminated by you, for good cause), except that net rents collected as a result of any such re-letting shall be credited to your responsibility for rent under this Lease. However, we are not required to re-enter or re-let the apartment in the event you default or we terminate. Our failure to terminate this Lease because of a breach on your part shall not be deemed to be a waiver of our right to terminate in the event of any future breach by you.

XIII. ABANDONMENT

You agree to notify us in writing of any anticipated absence from the apartment in excess of seven (7) days, and such notices shall be given to us on or before the first day of any extended absence. You further agree that if you are absent from the apartment for more than seven (7) days without payment of rent due, we may consider that you have abandoned the apartment, and we are authorized to enter the apartment and remove and store all of your property at your sole cost and expense. If you do not claim your property within thirty (30) days after we remove it, we may sell or dispose of your property and apply the proceeds, if any, to unpaid rent, damages, storage fees, cost of sale, and reasonable attorney's fees. After we have removed or stored your property, you will not have any right to move back into the apartment.

XIV.
MISREPRESENTATION

If you have made a material misrepresentation on your application form for this apartment, which shall include, but not be limited to, omission or misstatement of living quarters previously rented or occupied by you, or your present or past employment, we may immediately cancel and terminate this Lease, and you must immediately vacate the apartment.

XV.
ATTORNEY'S FEES

In the event we employ an attorney because of any willful default by you under the terms and conditions of this Lease, you will be responsible for the payment of our reasonable attorney's fees and other costs and expenses incurred by us, including court costs.

XVI.
NOTICES

Any notice required or permitted to be given to us by you under the terms of this Lease shall be given in writing and shall be delivered in person or sent to us by certified mail, postage prepaid, at 145 Apt#1 Lois Lane, Morehead, KY 40351. Any notice required or permitted to be given to you by us under the terms of this Lease shall be given in writing and shall be delivered to your apartment or sent to you by certified mail, postage prepaid, to your apartment, or such other address as you have listed in this Lease, or to such other address as you shall, in the future, furnish to us in writing. All notices shall be deemed to have been given when

delivered in person or when deposited in any U.S. Post Office, which accepts certified mail.

**XVII.
OCCUPANCY AFTER EXPIRATION OF ORIGINAL TERMS OF LEASE**

EVEN THOUGH THIS LEASE STATES THAT IT CONTINUES TO A CERTAIN DATE, YOU MUST NOTIFY US AT LEAST ONE FULL CALENDAR MONTH PRIOR TO THAT DATE IF YOU INTEND TO TERMINATE THIS LEASE ON THAT DATE. If we do not want this Lease to continue beyond that date, we must notify you in writing at least fifteen (15) days prior to that date. If neither you nor we give this written notification to the other, this Lease will continue beyond that date on a month-to-month basis, and can be terminated by either party only upon thirty (30) days' prior written notice to the other.

**XVIII.
YOUR PEACEFUL POSSESSION**

We agree, under the terms of this Lease, to keep you in peaceful and uninterrupted possession of the apartment so long as you comply with and perform all the terms and conditions of this Lease.

**XIX.
SURRENDER POSSESSION**

You agree to return all keys and to surrender peaceable and quiet possession of the apartment to us, upon the expiration or termination of this Lease for any

reason, and at any time, in good order and clean condition, ordinary wear and tear excepted.

XX.
ENTIRE AGREEMENT

You have read this entire Lease. All promises made by us are in this Lease. There are no others. This Lease may be changed only in writing and signed by both you and us.

DATE: _____

TENANT: _____

DATE: _____

TENANT: _____

DATE: _____

TENANT: _____

DATE: _____

TENANT: _____

DATE: _____

CREEKSIDE REALTY, LTD. LANDLORD

BY: _____

