

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Lease Agreement"), made and entered into this 6th day of February , 2023, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 ("Lessor") and **BRIAN HUDDLE of 3561 SHAMROCK LANE** ("Lessee").

RECITALS

WHEREAS, Section 21-32(c) of the Code of Ordinances of the Lexington-Fayette Urban County Government provides that houses, apartments and other living quarters managed by the Division of Parks and Recreation may be rented to individuals in accordance with written criteria approved by the commissioner of the Department of General Services with rental arrangements subject to the review and approval of the Chief Administrative Officer; and

WHEREAS, one of the houses to be rented is located at **3561 Shamrock Lane**; and

WHEREAS, Lessee is eligible to lease said rental property; and

WHEREAS, the Lessor and the Lessee wish to enter into this Lease Agreement defining their rights and responsibilities relating to the use and occupancy of said rental property, which is conditional upon Lessee's employment with the Division of Parks and Recreation in and about the rental property.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, the payment of rent in the amount specified below, and the further consideration hereinafter provided, the parties hereto agree as follows:

1. **Premises:** The Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the house at **3561 Shamrock Lane**, including the land immediately surrounding the house, as living quarters (the "Premises").

2. **Term:** The term of the Lease Agreement will begin on **February 6, 2023**, and end on **June 30, 2023** (the "Term"). This Lease Agreement shall not automatically renew or convert to a month-to-month tenancy. Either party may terminate this Lease Agreement upon thirty (30) days prior written notice to the other party. Upon expiration or termination of this Lease Agreement, Lessee shall surrender possession as set out in paragraph 17 herein.

3. **Monthly Rent:** In accordance with the "Rent Schedule" set forth in Addendum A, which is attached hereto and incorporated by reference herein, Lessee shall pay **\$550.00** per month (the "Monthly Rent"), payable on or before the first day of each month (the "Due Date") during the Term of this Lease Agreement. Lessee shall pay

Lessee shall not alter or permit any alteration of the Premises, including but not limited to paint, wallpaper, structural alterations or removals, and additions of fixtures (including satellite dish receivers or window air conditioners), without the prior written permission of the Division Director. This clause pertains to any alterations made inside and outside the Premises, including changes to the surrounding land.

Lessee is responsible for grass and weed mowing and trimming, leaf removal, sidewalk shoveling, and related activities necessary to the reasonable upkeep of the Premises in compliance with all laws, ordinances, and regulations applicable to them.

Lessee may have guests; however, noise levels shall not violate Sections 14-70 through 14-80 of the Code of Ordinances, Lexington-Fayette Urban County Government.

Pets shall be permitted at the discretion of the Division Director.

Lessee is required to have the heat set at a minimum of 60 degrees at all times during the winter months, including travel or absence. This is to prevent pipes from freezing and breaking.

8. Repairs: Lessor, through the Division of Parks and Recreation, shall maintain the Premises in a fit and habitable condition, including without limitation: the roof, the foundation, and all electrical, plumbing, heating, ventilating, and air conditioning systems. All minor day-to-day maintenance shall be the responsibility of the Lessee. Lessee shall promptly notify Lessor in the event that any repairs or replacements are required on the Premises for which Lessor may be responsible under the terms of this Lease Agreement. Lessor shall repair or replace same in a timely manner as it deems necessary. Lessee shall indemnify Lessor and pay for any repairs, maintenance, or replacement to the Premises required in whole or in part as a result of Lessee's use of the Premises, ordinary wear and tear excepted. Lessee and Lessor each agree to repair the Premises in in compliance with all laws, ordinances, and regulations applicable to them.

Lessor shall not be liable for any damage caused by Lessee's failure to keep the Premises in good condition and repair and for damage caused by Lessee's failure to promptly notify Lessor of necessary repairs and replacements as required herein. Lessee shall be liable for all damage caused or occasioned by the action or inaction of the Lessee, and for all damage arising from the action or inaction of the Lessee's guests and invitees.

Lessee may repair or replace items on the Premises that would normally be the responsibility of Lessor to repair or replace if prior written approval is obtained from the Director of the Division of Parks and Recreation.

9. Right of Access: Lessor and its authorized agents shall have the right at all reasonable times, upon two (2) days' notice to Lessee, to enter into and upon the Premises for the purpose of inspecting, maintaining, and repairing the Premises.

15. Default: In the event Lessee shall fail to comply with any provisions of this Lease Agreement, Lessor may terminate the lease pursuant to paragraph 16 herein and/or commence eviction proceeding in accordance with the laws of Kentucky. Lessor need not give Lessee any right to cure the default prior to such termination. Lessee shall surrender possession as set out in paragraph 17 herein.

16. Termination: The Lessor, through the Director of the Division of Parks and Recreation, may terminate the lease and any right of possession, for any reason or no reason, upon thirty (30) days written notice. Lessor, through the Director of the Division of Parks and Recreation, may immediately terminate the lease, and any right of possession, upon forty-eight (48) hours written notice if it determines that Lessee has conducted or is conducting any illegal activity on or about the Premises, or that Lessee has inflicted or is inflicting intentional damage on the Premises.

17. Return of Possession: At the expiration or sooner termination of this Lease Agreement or Lessee's right of possession, Lessee shall surrender possession of the Premises in the same condition as when received, ordinary wear and tear excepted, and shall peaceably surrender all keys to Lessor, advise Lessor as to the combination of any locks remaining in the Premises, and remove all personal property from the Premises. If Lessee fails to remove any items from the Premises as required hereunder, such items shall become the property of Lessor as if conveyed by bill of sale without payment by Lessor or, should Lessor decide to reject ownership of such items, may be removed from the Premises at Lessee's expense, payable upon demand, and be stored or disposed of in Lessor's absolute discretion. Lessor shall have no duty to preserve, protect, guard, or keep such personal property.

Upon Lessee's failure to vacate the Premises, Lessor may take all steps necessary to remove Lessee and his property as provided by law, and Lessee shall acquire no additional rights nor extension of the Term by reason of such holding over. In addition to all remedies provided by law, Lessee shall pay a pro-rata sum as Monthly Rent and other actual damages suffered by Lessor.

Upon ten (10) days absence by Lessee with Monthly Rent unpaid or the removal of a substantial portion of Lessee's personal property without explanation or notice to Lessor shall be deemed an abandonment of the Premises by Lessee. In such event, Lessor may re-enter the Premises immediately, take all action necessary to remove remaining personal property and belongings of Lessee, and re-let the Premises, without notice and without responsibility for damages resulting therefrom.

18. Entire Agreement; Amendments: This Lease Agreement contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions, or representations that are not set forth herein. No amendments to this Lease Agreement shall be binding upon either party hereto until such amendment is reduced to writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the date first above written.

LESSOR:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: 
LINDA GORTON, MAYOR

DATE: 3/10/2023

LESSEE:

SIGNATURE: 

NAME: Brian Huddle

DATE: 2-6-23

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) BH Lessee has received copies of all information listed above.


(d) BH Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) BH Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u></u>	<u>2-6-23</u>	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date