
LEASE AGREEMENT

This Lease Agreement is entered into by and between the Kenton County Fiscal Court, (hereinafter referred to as the “Lessor”), and Gregory Combs and Charlene Combs, 3920 Richardson Road, Independence, Kentucky, (hereinafter referred to as “Lessees”),

WITNESS, that in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

- 1. Premises and Rent.** The Lessors agree to lease to Lessee the entirety of the property located at 3920 Richardson Road, Independence, Kentucky, hereinafter referred to as “premises.”
 - a.** In consideration of the use of said premises, Lessee shall pay Lessor rent in the amount of \$1,144.00 per month which shall be paid to the Lessor no later than the 9th day of each month at 1840 Simon Kenton Way, Suite 5200, Covington, Kentucky, 41011. Any rent check or money order shall be payable to the Kenton County Fiscal Court.
 - b.** If Lessor fails to receive the Lessees’ monthly rent payment on or before the close of business on the 9th day of the month in which it is due, Lessees shall pay (in addition to the rent due) the sum of \$100.00 per lease month for each month overdue. If Lessor fails to receive the Lessees’ monthly rent payment on or before the close of business on the 30th day of the month in which it is due, an additional sum of \$200.00 per lease month shall be due and payable to the Lessor. If any such late fee is not tendered with the monthly rent when finally paid, Lessor shall have no obligation to accept the rent payment.
 - c.** If any check or payment from Lessees to Lessor is returned by the bank for any reason, Lessee shall owe Lessor the additional sum of \$50.00 in addition to any other late fees otherwise accrued.
- 2. Term, effective date of Agreement.** The term of this Lease Agreement shall be for a period of twelve (12) months beginning on May 1st, 2023 and ending on April 30th, 2024. This agreement shall be deemed executed as of the date the last party affixes their signature hereto.
- 3. Hold-Over Provision.** If Lessees remain in possession of the property with the consent of the Lessor after the term of this agreement has expired, the Lessees shall be deemed to be a tenant from month-to-month. All terms of this lease agreement shall apply to any hold-over period. To remain as a tenant on a month-to-month basis, an additional sum of \$50.00 per month will be added to the regular monthly rent payment at the time the month-to-month tenancy begins. Either party may terminate any month-to-month tenancy beginning under this lease agreement for any reason by giving at least 30 days written notice to the other party. Lessor’s acceptance of rent after the notice is given shall not constitute a waiver of the notice. If the Lessees remain in possession of the premises

without the consent of Lessor after the expiration of the original lease term, Lessor may bring an action for possession and the Lessor may also recover the actual damages sustained by the Lessor and reasonable attorney's fees related thereto.

4. Early Termination of Agreement

- a. Lessee may terminate this agreement prior to the end of the lease term for any reason upon ninety (90) days written notice to the Lessor.
- b. Lessor may terminate this lease agreement prior to the end of the term for cause upon thirty (30) days written notice of a breach of Lessees' performance obligations under the terms of this agreement.

5. Exclusive rights. Lessee shall have the exclusive right to use the premises during the lease term, subject to the Lessor's right to access the premises for purposes of inspection, testing, appraisal, or other evaluations of the premises which do not materially interrupt the Lessees' use of the premises. Lessor shall give 48 hours' notice of its intent to enter the premises except in case of emergency or when otherwise impractical. In the event Lessees expect to be absent from the premises for more than seven (7) consecutive days, Lessees shall notify Lessor of same, at which point Lessor shall have the right to enter the premises at times reasonably necessary. No entry during the period of Lessees' absence from the property shall constitute an assumption of liability for the care or protection of the premises or the Lessees' personal property.

6. Personal Use. Lessees shall personally use and occupy the premises solely as a private residential dwelling for Lessees and their children. Lessees shall not make or permit to be made any disturbing noises. Lessees shall not commit or permit any act which will unreasonably interfere with the rights, comforts, or convenience of neighbors.

7. Assignment/Subletting. Lessees shall not sublease, assign, or transfer any portion of the premises to any third party for any duration whatsoever without the written of the Lessor.

8. Yard/Landscaping Maintenance. Lessees agree to maintain the yard and landscaping of the premises, including the furnishing or procurement of all equipment, materials, and supplies at their expense to accomplish the required maintenance.

9. Modifications to Premises. Lessees shall seek the written approval of the Lessor prior to making any modifications or alterations to the premises outside of the enumerated maintenance duties of Lessees. Lessees may petition the Lessor to perform any such modifications or alterations at the cost to the Lessor; however, the decision to proceed with any such modification or alteration shall be at the sole discretion of the Lessor and any modification completed by Lessor shall not alter the duties of either party under this agreement.

10. Utilities. All electric, gas, water, sanitation, and any other utility bills associated with the premises shall be paid by Lessees and Lessees shall hold Lessor harmless from any amounts owed. Termination of utility services for non-payment or other cancellation of

service at the fault of Lessees shall be considered a default under the terms of this agreement. Lessor shall not be liable for failure to furnish utilities except as may be required by law.

- 11. Hold Harmless Agreement.** Lessees and their successors and assigns hereby agree to indemnify, protect and hold harmless the Lessor, their officials, employees, and agents, from any and all claims, demands, liabilities, damages or suits brought by any person or other entity arising from or related to Lessees' occupancy and/or use of the premises, including but not limited to indemnification for reasonable attorney's fees and cost of defending any action brought against the Lessor by virtue of Lessees' use and occupancy of the premises.
- 12. Insurance.** Lessees shall maintain a policy of renter's insurance with a reputable insurance carrier, which shall include comprehensive public liability insurance against claims for personal injury, death, or property damage covering the premises with maximum limits of liability in an amount not less than \$300,000 for bodily injury or death and \$150,000 for property damage. Lessees shall deliver to Lessor a certificate or certificate(s) of such insurance upon commencement of the agreement. Additionally, Lessee shall also deliver to the Lessor, at least ten days prior to the expiration date of each policy, certificates of the renewal policies of that insurance. Lessor shall have no liability for Lessees' failure to obtain, keep, or enforce such insurance.
- 13. Security Deposit.** Lessees shall deposit with the Lessor the sum of \$800.00 as a security deposit. The security deposit paid by the Lessees shall be held by Lessor under the following conditions. Lessees authorizes Lessor to deduct from the security deposit the following charges if applicable:
 - a. Unpaid late charges as identified in Section 1.
 - b. Any attorney's fees caused by a breach of any provision of this rental agreement.
 - c. The cost of any repair, replacements, redecorating, and refurnishing of the premises or any fixture, systems or appliances caused by other than reasonable wear.
 - d. Costs and expenses incurred by tenant and arising from the breach by tenant of any provisions of this agreement.
 - e. Reasonable cleaning expenses provided Lessee does not leave the premises in a clean and rentable condition after vacating the premises.
- 14. Pets.** No animals, birds, or other pets of any kind shall be permitted in or about the premises without the Lessor's prior written consent.
- 15. Personal Property.** If after rent payment ceases or upon the expiration or early termination of this lease agreement, upon Lessees' physically vacating the premises, any personal property not removed by Lessees shall be deemed abandoned and Lessees shall hold Lessor harmless from any liability arising from the disposal of the abandoned property.

- 16. Taxes.** Lessor shall be responsible for any real property taxes assessed against the premises.
- 17. Damage to Premises.** Lessees agree to repair the premises when damages are caused by their misuse or the misuse or actions of Lessees family, contractors, agents, invitees, licensees, and the like.
- 18. Compliance with Law.** Lessees shall comply with all federal, state, city, and county laws, statutes and/or ordinances relating to their use of the premises.
- 19. Law of Kentucky.** This Agreement will be construed according to the laws of the Commonwealth of Kentucky.
- 20. Entire Agreement.** This Agreement is the entire agreement of the parties.
- 21. Surrender of premises.** Lessees agree to surrender the property to the Lessor in at least the same condition as they were delivered, reasonable wear and tear accepted without the express consent of Lessor. Any fixtures or structures installed, erected, placed, or constructed on the premises by Lessees shall become the property of Lessor upon the expiration or termination of this agreement unless waived in writing by Lessor.
- 22. Notices.** The name of the person authorized to manage the premises on behalf of Lessor is Scott Gunning, Assistant County Administrator, who is authorized to act for and on behalf of the Lessor for the purpose of service of process and receiving notices and demands under this agreement. Notices to the Lessor are to be in writing and delivered or mailed, postage prepaid, by first class U.S. Mail or by registered or certified mail. Any notice to be sent to the Lessees shall be deemed sufficient if delivered in writing to the tenant or mailed, postage prepaid, by first class mail to the Lessees at the premises.
- 23. "As Is" Condition.** The leased premises are being delivered by the Lessor in an "as is" condition, and the Lessor makes no representations to Lessee as the condition of the premises.
- 24.** Lessees acknowledge and agree that the monthly payments made hereunder are strictly rent and in the event of default under the lease agreement terms, Lessor may proceed to file a forcible detainer action in Kenton County District Court and obtain an eviction judgment for rental agreement/lease default. The consent or permission of any one tenant hereunder shall be deemed the consent or permission of all tenants. The Lessor shall be held harmless from liability for acting on the consent or permission of one tenant. Lessor in its discretion may insist on the consent or permission of all tenants in any particular matter arising during the lease term or holdover

IN WITNESS WHEREOF, each party has set their signatures on the ____day of _____, 2023.

LESSEES

Gregory Combs

Date

Charlene Combs

Date

LESSOR

By:_____

Date