

LEASE

THIS LEASE, entered into on the _____ day of _____, 20____, by and between _____, whose address is _____ (herein after called "Lessor") and _____ (hereinafter called "Lessee").

WITNESSETH THAT:

For and in consideration of the payment by Lessee of the rent reserved herein, and in further consideration of the respective obligations of the parties, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property located at _____ on the following terms and conditions:

1. **Leased Premises** (Description of property)

2. **Term**

The term of this Lease shall be for ____ year(s) commencing on _____, and ending on _____.

3. **Rent**

Lessee shall pay to Lessor as base rent for the premises during the original term of this Lease, the sum of \$____ per year, payable in equal monthly installments of \$____ which shall be paid to the Lessor on the first day of each month in advance without demand, deduction or offset, at _____. If the term of this Lease commences on a day other than the first day of the month, the rent for that month shall be pro-rated. First rent month is _____. If any installment of rent is paid by Lessee more than five (5) days after its due date, Lessee shall pay a late charge in the amount of five percent (5%) of the amount of rent for the month for which rent is paid late.

4. **Security Deposit**

Simultaneous with the execution of this Lease, Lessee shall pay a security deposit of \$____, to be kept by Lessor and to be returned upon termination of this Lease and the payment of all rents due and performance of all other obligations. Tenant shall not be entitled to interest on the security deposit.

It is understood and agreed that the leased premises are received in good order and condition, and Lessee hereby acknowledges that it has been given the opportunity to fully inspect the leased premises and further acknowledges that it has received a comprehensive listing of existing damage to the leased premises, if any, which items of damage would be the basis for a charge against the security deposit. Upon the expiration of this Lease or the earlier termination by forfeiture or otherwise, Lessor shall inspect the leased premises and compile a comprehensive listing of any damage to the leased premises, which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. Lessor and Lessee agree to sign the listing, and such signature shall be conclusive evidence of the accuracy of such listing. If Lessee refuses to sign such listing, Lessee shall

state specifically in writing the items on the list to which it dissents, and shall sign such statement of dissent. It is agreed that Lessor may apply the aforementioned deposit to the cost of repairing such items of damage, as well as to any unpaid rent due and owing at such time. If the damage to the leased premises exceeds the deposit, Lessor may repair the damage and Lessee agrees to pay Lessor immediately upon demand for all expenditures in excess of the deposit. Should there be no expenses of restoration or should there be no unpaid rent, the aforementioned deposit shall be returned to Lessee within thirty (30) days after the expiration of this Lease.

5. Use

(a) Lessee shall use and occupy the leased premises only in accordance with all applicable laws, regulations and ordinances. Lessee shall neither cause nor permit any nuisance or waste upon the leased premises, or interfere with or disturb the comfort or convenience of people residing in the vicinity. Lessee shall neither cause nor permit any activity upon the leased premises, which could result in a cancellation or restriction of casualty and liability insurance. Lessee shall use the property only for residential purposes and shall not permit the property to be vacant. The leased premises shall be occupied by not more than ___ adults and ___ children.

(b) Assignment and Sublease

This Lease shall not be assigned, nor the premises sublet, in whole or in part, by Lessee without the prior written permission of the Lessor, which shall not be unreasonably withheld. No assignment or sublease shall relieve Lessee of their obligations hereunder.

(c) Alterations by Lessee

Lessee shall not make any alterations or improvements to the premises, without the written permission from Lessor to do so, which permission shall not be unreasonably withheld. Lessee shall make all permitted alterations and improvements in accordance with applicable laws and building codes, and in a good and workmanlike manner. Lessee shall fully and completely indemnify Lessor against damage to the premises, any liens for labor and materials, workers' compensation claims, or other liens or claims in connection therewith. All permanent alterations and improvements made by Lessee shall become the property of the Lessor on the expiration of the Lease. However, the trade fixtures and equipment and all other personal property of Lessee shall remain Lessee's property and shall be removable prior to the end of the Lease, as long as Lessee is not in default of this Lease, and as long as Lessee shall restore any damage to the leased premises resulting from such removal. All of Lessee's property shall be kept on the leased premises at Lessee's sole risk, and Lessor shall not be liable for any damage thereto.

(d) **Disclaimer** LESSOR MAKES NO WARRANTY, AND DISCLAIMS ALL IMPLIED WARRANTIES, AS TO THE CONDITION OF THE LEASED PREMISES AND IMPROVEMENTS, THE SUITABILITY THEREOF FOR THE USES TO BE MADE BY LESSEE, OR ANY ZONING OR ENVIRONMENTAL MATTERS. All of Lessee's property shall be kept on the leased premises at Lessee's sole risk, and Lessor shall not be liable for any damage thereto from any cause whatsoever.

6. Maintenance; Utilities

(a) Lessee shall maintain the leased premises including doors, plate glass and plumbing and electrical fixtures in good condition at all times. Lessee shall be responsible for snow and ice removal and sidewalk cleaning, regardless of possible times when this shall be done for them. Lessee shall at all times keep and maintain the leased premises in a clean and

sanitary condition. If Lessee fails to perform any maintenance or repairs deemed reasonably necessary by Lessor, Lessor may perform such maintenance or repairs on Lessee's behalf and recover the cost thereof as additional rent. Lessee shall not obstruct any hallways or stairways, and garbage cans shall be kept off the sidewalk. Lessee shall perform regular (at least quarterly) cleaning and preventive maintenance of furnace and air-conditioner. Lessor shall replace major components unless failure is due to improper maintenance by lessee.

(b) Lessee shall arrange and pay for all utilities used on the leased premises and all utilities, sanitary sewer service charges and assessments, and all custodial services.

7. Damage or Destruction

All rent required to be paid by Lessee under this Lease shall abate upon damage or destruction, which renders the leased premises, unfit for occupancy, and such abatement shall continue until occupancy can be resumed. Provided, however, Lessor may at Lessor's option upon notice to Lessee terminate this Lease as of the date of damage or destruction.

8. Condition of the Leased Premises; Use of Public Areas

Lessee has inspected the leased premises, acknowledges that such are in good and tenantable condition, and accepts the same in their present condition. Lessee shall indemnify and hold Lessor harmless from and against all claims for damages and expenses of every kind and character to parties, who may claim, sue, or demand damages for injuries sustained upon the leased premises resulting from the acts or omission of Lessor and/or Lessee, the members of its family, and Lessee's or Lessee's family's guests or invitees. Lessee shall maintain public liability insurance in effect throughout the term of this lease with limits of at least \$300,000, and with Lessor listed on the policy as an additional insured. Such insurance policies shall provide for thirty (30) days advance notice to Lessor of cancellation.

9. Personal Property

Lessor shall not be liable to Lessee, the members of Lessee's family and Lessee's or Lessee's family's guests or invitees for any property damage caused by the acts or omissions of other residents or persons, whether such persons be off the property of Lessor or on the property of Lessor with or without its permission. Further, the Lessor shall not be liable for losses or damages to property from fire, theft, or other casualty. LESSOR STRONGLY RECOMMENDS THAT LESSEE SECURE ADEQUATE INSURANCE TO PROTECT LESSEE AGAINST SUCH OCCURRENCES. At the expiration of the term of this Lease, or the earlier termination for any reason, Lessee shall immediately remove all of Lessee's personal property from the leased premises. If Lessee does not immediately remove its personal property from the leased premises as provided herein, Lessor is expressly authorized to remove and dispose of Lessee's personal property, at Lessee's sole cost and expense. The proceeds, if any, may be applied to any unpaid rent, damages, storage fees, costs of sale, and reasonable attorney fees.

10. Entry and Inspection

The Lessee shall permit Lessor and Lessor's agents to enter the leased premises at all reasonable times and upon reasonable notice, for inspection and any repairs and/or maintenance required to be made by Lessor. Lessor may further enter the leased premises during the last thirty (30) days prior to the expiration of the term or any extended term for the purpose of showing the leased premises to prospective Lessees.

11. Notices

Any notice required by this Lease shall be delivered or sent by certified mail, return receipt requested, to Lessor at _____, which is also the address for payment of rent, or to Lessee at the address of the leased premises.

12. Notice of Termination

Either Lessor or Lessee may terminate this Lease at the end of the original term or at any time afterward by giving thirty (30) days advance written notice in the manner set out in Section 11.

13. Default

Lessee shall be in default of this lease if Lessee fail(s) to pay the rental reserved hereunder or any part thereof, within five (5) days after it has become due; or if Lessee fails or neglects to perform, meet, or observe any of the other obligations hereunder, and such failure or neglect continues for a period of fourteen (14) days after written notice thereof from Lessor to Lessee. Upon Lessee's default, Lessor at any time thereafter, by written notice to Lessee, may lawfully declare the termination of this Lease; and/or reenter the leased premises or any part thereof, and by due process of law remove the Lessee, anyone occupying the leased premises, and any personal property thereon; all without prejudice to any remedies which might otherwise be available for the collection of rent or other amounts due to Lessor.

Notwithstanding any other provision contained in this Lease, this Lease may be terminated by Lessor within three (3) days from the date written notice is delivered to Lessee if Lessee or any other person on the premises with Lessee's consent willfully or intentionally commits a violent act or behaves in a manner that constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other persons. Such notice of termination shall become effective immediately upon receipt thereof by Lessee.

14. Non-Waiver of Default

The subsequent acceptance of rent hereunder by the Lessor shall not be deemed a waiver of any breach of any obligation hereunder by the Lessee, and the waiver of any breach of any covenant or condition by the Lessor shall not constitute the waiver of any other breach regardless of knowledge thereof.

15. Lead Paint Disclosure

If the leased premises were constructed prior to 1978, lead paint may be present. Lessee acknowledges that Lessor has delivered to Lessee the lead paint disclosure form.

16. Manager

The person authorized to act for the Lessor and to manage the property and accept service of _____ process is _____, of _____.

17. Rules

Lessee shall abide by all rules and regulations now or hereafter adopted by Lessor for the administration of the leased premises. A copy of the existing rules and regulations has been furnished to Lessee, receipt of which is hereby acknowledged, and the same are incorporated herein by reference and made a part hereof. Lessee shall be given notice of any change in such rules and regulations.

18. Surrender of Premises

Upon the expiration or termination of this Lease, Lessee shall return the leased premises to Lessor in good, clean condition, free of damage.

19. Miscellaneous

a) This Lease contains the entire agreement of the parties, and can be modified only by a duly executed writing.

b) This Lease shall be construed and enforced in accordance with the laws of Kentucky.

c) All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, provided that nothing in this paragraph shall be deemed to permit any assignment, subletting, occupancy or use contrary to the provisions hereof.

d) Except as may be otherwise specified herein, all the terms, covenants and conditions hereof shall continue in effect during any extended term or holdover.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto put their hands, in duplicate, the day and year first above written.

LESSOR

BY:_____

ITS:_____

LESSEE

LESSEE

PROCESS FOR THE PURCHASE OF PROPERTY

When anticipating the purchase of property, the parish leadership should contact the Chief Financial Officer early in the process to be sure that their understanding of all the requirements is accurate. The completion of the process will require the preparation of a deed, a title search, a land survey showing boundaries and improvements, and an environmental certification.

The parish has the option of having someone prepare the deed locally (to save fees), but all work done locally must be approved by the Diocesan attorney. The same is true for the title search and survey. The environmental study can take the form of a phase I environmental study, or in some cases an acceptably worded document from the seller.

ENVIRONMENTAL FACTORS IN PURCHASE OF PROPERTY

On occasion, the Diocese purchases real property. Due to the growing use of environmental laws to force owners to pay for cleanup of contamination on their property, whether they caused it or not, the Diocese will consider environmental factors whenever it proposes to purchase real estate. In many cases, an environmental assessment will be required.

The law most often used by the government to force a party to clean up property, or by a private party to recover remedial costs, is the Superfund Act of 1980. That law holds liable current owners and operators of any property where hazardous substances have been released or are threatened to be released. This is true even if the property was already contaminated when it was purchased and the new owner played no part in causing the contamination. About the only way for a property purchaser in this situation to avoid liability is to carry out an environmental assessment to attempt to qualify for what is known as the "innocent purchaser" defense.

There is no official standard for what an environmental assessment must be. Ordinarily, however, environmental consultants performing such assessments walk around the site to find any visible signs of contamination, such as oily spots or stressed vegetation; review government permitting and enforcement files; examine aerial photographs taken periodically over the last 50 years or more; interview employees or neighbors about the past and current uses of the property and surrounding properties or any waste handling on the property; evaluate drainage from the site, and in some cases, look for asbestos or transformers which might contain PCB's . Ordinarily, assessments take two to four weeks to complete, so they must be considered as soon as possible in a transaction.

CERTIFICATE REGARDING HAZARDOUS SUBSTANCES

RE: _____
(PRINT ADDRESS OF THE REFERENCED PROPERTY)

In connection with the above-referenced real estate, (the "Real Estate"), _____
_____(the "Seller"), in order to induce the Most Reverend Ronald W. Gainer, Roman Catholic Bishop of the Diocese of Lexington in Kentucky, his successors in office and assigns ("Grantee" to enter into the transfer of the Real Estate described in Exhibit A attached hereto, located in _____ County, Kentucky, Sellers hereby certify to the Grantee as follows:

1. Sellers have no actual knowledge (a) of the presence of any Hazardous Substances (as herein defined) on the Real Estate located in the County of _____, Commonwealth of Kentucky, described in Exhibit "A" attached hereto and incorporated herein by reference, (b) of any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property, or (c) of any spills or disposal of Hazardous Substances that have occurred or are occurring off the Property as a result of any construction on or operation and use of the Property.
2. In connection with construction on or operation and use of the Property, Sellers represent that they have no actual knowledge of any failure to comply with all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport or disposal of any Hazardous Substances and will indemnify and hold Grantee harmless from any damages arising from same.
3. This Certificate shall be binding upon Sellers and their heirs and assigns and shall Inure to the benefit of and may be relied upon by the Grantee, its successors and assigns.

As used in this Certificate, "Hazardous Substances" shall mean: Any Substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, or other similar term, by any federal, state or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future as such statutes, regulations and ordinances may be amended from time to time, including, without limitation, asbestos in friable form and petroleum products.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the _____ day of _____, 20_____.

EXHIBIT A

(INCLUDE HERE THE APPROPRIATE LEGAL DESCRIPTION OF PROPERTY AS IT APPEARS ON THE DEED)



FACT SHEET

EPA and HUD Move to Protect Children from Lead-Based Paint Poisoning; Disclosure of Lead-Based Paint Hazards in Housing

SUMMARY

The Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) are announcing efforts to ensure that the public receives the information necessary to prevent lead poisoning in homes that may contain lead-based paint hazards. Beginning this fall, most home buyers and renters will receive known information on lead-based paint and lead-based paint hazards during sales and rentals of housing built before 1978.

Buyers and renters will receive specific information on lead-based paint in the housing as well as a Federal pamphlet with practical, low-cost tips on identifying and controlling lead-based paint hazards. Sellers, landlords, and their agents will be responsible for providing this information to the buyer or renter before sale or lease.

LEAD-BASED PAINT IN HOUSING

Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. However, 1.7 million children have blood-lead levels above safe limits, mostly due to exposure to lead-based paint hazards.

EFFECTS OF LEAD POISONING

Lead poisoning can cause permanent damage to the brain and many other organs and causes reduced intelligence and behavioral problems. Lead can also cause abnormal fetal development in pregnant women.

BACKGROUND

To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act

of 1992, also known as Title X. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

WHAT IS REQUIRED

Before ratification of a contract for housing sale or lease:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers or renters.
- Sellers and landlords must give buyers and renters the pamphlet, developed by EPA, HUD, and the Consumer Product Safety Commission (CPSC), titled *Protect Your Family from Lead in Your Home*.
- Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. The rule gives the two parties flexibility to negotiate key terms of the evaluation.
- Sales contracts and leasing agreements must include certain notification and disclosure language.
- Sellers, lessors, and real estate agents share responsibility for ensuring compliance.



Sample Disclosure Format for Target Housing Rentals and Leases
Disclosure of Information on Lead-Based Paint and 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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

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 one below):

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).

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) Lessee has received copies of all information listed above.

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

Agent's Acknowledgment (initial)

_____ (e) 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 provided by the signatory is true and accurate.

Lessor Date

Lessor Date

Lessee Date

Lessee Date

Agent Date

Agent Date