

**RENTAL LEASE**  
**1844 Trevilian Way**  
**Dutch Trading Company**  
**1405 Morton Avenue**  
**Louisville, KY 40204**  
**502-582-0024**  
**Jgilde02@sprynet.com**

This Lease Agreement (“Lease”) is made effective as of May 23, 2009 by and between The Dutch Trading Company John Gilderbloom, (“Landlord”), and Renter 1, Renter 2, and Renter 3 (“Tenants”). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, rent Unit 2, Louisville, KY 40205. This includes the entire home—basement, first floor and loft.

**OCCUPANTS.** The Premises may not be occupied by more than 3 persons, consisting of 3 adults.. If an additional adult resides in the rent will be increased an additional \$150 a month

**TERM.** The lease term will begin on July 1, 2009 and will terminate last day of June 30, 2010. The monthly rent shall be \$1,395 due and payable either on or before first day of each month starting July 1, 2009. Last month’s rent of \$1,395 will be paid on or before May 29, 2009 and cleaning/security deposit of \$1,395 will be paid on or May 29, 2008. If these payments are late, the landlord can cancel the contract and keep money paid for last month’s rent and cleaning/security deposit. The cleaning and security deposit has been placed in a separate bank account: (Name and bank account ###). It does not earn any interest. The monthly rent is due in my mail box at 1405 Morton Avenue either before on the first of the month.. Landlord prefers checks made out to Dutch Trading Company. However, if a check bounces (non-payable), tenant must make all future payments with certified or cashiers check. Tenant understands that this lease is an obligation to pay regular monthly payments and stay at Unit 2 for the period of July 1<sup>st</sup> 2009 through May 31, 2010. Last month’s rent for June 2010 of \$1,395 for has been paid at the signing of this lease. If the lease is to be broken tenant is responsible for marketing the unit to another tenant that meets the approval of the landlord. A service charge of \$500 is made for breaking the lease, the tenant understands that regular rent payments must be paid until a new tenant takes over the payments.

**RENEWAL TERMS.** This lease can be renewed at a price no higher then \$1,495 from July 1, 2010 to June 30, 2011. If the residence is not sold or landlords decides not to move in..Tenants get first right of refusal on renewing the lease with 90 days notice. .We want one check

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly payments of \$1,395 per month for 3 persons living on the premises and payable in advance on the First day of each month. If an additional tenant moves in the basement or other room in the house—the rent will increase another \$150. Lease payments shall be made to the Landlord at the 1405 Morton Avenue, Louisville, KY 40205 in the bottom locked mail box at the door. Do not mail in the check..

**LATE PAYMENTS.** Tenant shall pay a late fee equal to \$50 if rent is late defined as paid between the 2<sup>nd</sup> and 5<sup>th</sup> of the month.. If rent is more than 5 days late, the late fee goes up to \$100 and by the 10<sup>th</sup> of the month eviction proceeding will commence. The late payment made between 10<sup>th</sup> and 15<sup>th</sup> of the month will be \$150. Tenant understands that mortgage payments are paid on the 5<sup>th</sup> of the month so having the rent payment on or before the first of the month is critical.

**SECURITY and CLEANING DEPOSIT.** A security and cleaning deposit of \$1,395 has been paid at the signing of the lease..

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease which is July 1, 2009, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

**USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a dwelling unit and home office. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**KEYS.** The Tenant will be given 1 set of keys to the Premises. If all keys are not returned to the Landlord at the end of the Lease, the Tenant shall be charged \$50.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant must get permission from landlords for all additions, painting in the apartment. At the end of the lease term, Tenant shall be entitled to remove (or at the request of the Landlord shall remove) such fixtures, and shall restore the Premises to the same condition of the Premises at the commencement of this Lease. All interior painting must have written approval of landlord including selection of colors; landlord might pay for paint, brushes and cleaning fluid.

**MAINTENANCE.** Tenant's obligation for maintenance shall include:

- all other items of maintenance not specifically delegated to Landlord under this Lease.
- Tenant must put in new air filters in the air and heating system that is in the cellar. A new air filter has been installed and significantly reduce energy bill.
- Tenants also must keep clean the front porch and back deck
- Tenant is responsible for ice and snow removal
- Tenants must keep the front porch tidy.
- Tenant is responsible for water, gas and electricity payments and must contact them 3 days before moving in

Landlord's obligation for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring
- the air conditioning system, stove, refrigerator
- the heating system
- all other items of maintenance not specifically delegated to Tenant under this Lease
- all outside maintenance including mowing the lawn

**ACCESS BY LANDLORD TO PREMISES.** Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. Landlord shall provide tenants with 24 hour notice to show the premises to prospective tenants or buyers. If tenant decides not to release the unit or buy it tenant must have a signed lease ten weeks before the current lease expires. Normally these times shall be at the reasonable hours of week nights between 5:00 p.m. and 8:00 p.m. and weekend afternoons 90 days before the lease expires. Tenant(s) can be their during the showing.

**UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services in connection with the premises including water, heat and electric .Landlord covers garbage pickup

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant has been advised to get rental insurance.

**LEAD PAINT DISCLOSURE FORM** A HUD approved lead paint disclosure form has been signed previously by the tenant and is in the files of the landlords

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be

considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate protection is provided by Tenant to Landlord.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and lease payments shall abate during the period of repair. However, if the damage is not repairable within sixty days or more; or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

**DEFAULTS.** Tenant shall be in default of this Lease, if tenant fails to fulfill any lease obligation or term by which tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

**HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord. This includes any code violations in the building.

**Smoke Detector**—a working smoke detector has been installed and is working and seen by the tenants signing this contract.

**NO SMOKING**—No smoking inside the building! Smoking is a leading cause of house fires, it also creates a bad smell that makes it hard to rent at a top market price.

**PETS:**—no pets are declared, landlord will not allow any dangerous dogs or other pets deemed dangerous on the property. Landlord will accept a small friendly cat or dog for an extra fee of \$35 a month.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. If you need to break the lease, the tenant is responsible for maketing costs and shwoing property to tenants. A \$500 one time charge is made for the administrative costs of breaking a lease.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days written notice to Tenant that the Premises have been sold. Landlord will pay tenants \$1,000 for any any inconvenience for moving and finding a new place.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

**Name: Dutch Trading Company,  
John Gilderbloom  
1405 Morton Avenue**

**Louisville, KY 40205**  
**502-582-0024 (Home)**  
**502-608-7567 (cell)**  
**502-582-0023 (Fax)**  
**jgilde02@sprynet.com (email)**

**TENANT:**

Name: Renter 1  
Social Security Number:  
Drivers License:  
Address:  
Email  
Phone::

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Co-signer of parent information:  
Name: Parent of Renter 1  
Social Security Number:  
Drivers License:  
Address:  
Email  
Phone::

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Tenant:  
Name: Renter 2  
Social Security Number:  
Drivers License:  
Address:  
Email  
Phone::

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Co-signer of parent information:  
Name: Parent of Renter 2  
Social Security Number:  
Drivers License:  
Address:  
Email  
Phone::

Tenant:  
Name: Renter 3  
Social Security Number:  
Drivers License:  
Address:

Email  
Phone::

Co-signer of parent information:

Name: Parent of Renter 3

Social Security Number:

Drivers License:

Address:

Email

Phone::

**ENTIRE AGREEMENT/AMENDMENT:** This Lease agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

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**SEVERABILITY.**

If any portion of this Lease shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**GOVERNING LAW.** This lease shall be construed in accordance with the laws of the Commonwealth of Kentucky.

**ADDITIONAL PROVISIONS:** A washer and dryer is supplied for the unit and it currently is in good working condition. We ask tenants to respect fellow neighbors by doing the following: keeping the porch area clean and tidy. Tenants will take out the garbage every Sunday night and Wednesday nights to recycle newspapers, cardboard, bottles—plastic and glass. Landlord has left a L shape glass desk in the basement, a wood table with four chairs and dining room table. These can be used by the tenants. A tenant understands that breaking a lease will cost him or her \$500 administrative fee to cover ads in [www.rentalhouses.com](http://www.rentalhouses.com) and administrative work to show the place and write up contracts. Tenant understands that he/she is responsible for all rent payments until the unit is re-rented. Tenant needs to put under his or her name LG&E gas and electric and Louisville water three days after signing this lease. Tenants are advised to leave porch lights on and to always have mail and newspapers picked up to help deter unwanted burglaries. Landlord and tenant is open to a rent to own and will be discussed at a later time. The price of the home for 2008 would be \$195,000.

**LANDLORD: THE DUTCH TRADING COMPANY  
JOHN I. GILDERBLOOM**

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**John I. Gilderbloom**

**Date**

**TENANT: \_\_\_\_\_ Date \_\_\_\_\_**

\_\_\_\_\_/Date \_\_\_\_\_  
**Co-signature of parent**

**TENANT:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_/Date \_\_\_\_\_  
**Co-signature of parent**

**TENANT:** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_/Date \_\_\_\_\_  
**Co-signature of parent**