

**MountainView Student Residence Center
2000 Upperclassman Drive
Bluefield, WV 24701**

STORAGE ADDENDUM LEASE AGREEMENT

IDENTIFICATION OF PARTIES AND PREMISES

This Addendum is made and entered into this _____ day of _____ 20____ between the following named person _____ herein called "Resident/Lessee" and; Mountainview Student Resident Center herein called "Landlord/Leesor", subject to the terms and conditions set forth in this Agreement, Landlord rents to Resident and Resident rents from Landlord, the premise(s) location known as; Mountainview Student Resident Center, and assigned apartment _____ herein called "the premises." The premises shall be occupied only by the above mentioned Resident. Resident shall use the premises for storage purposes only and for no other purpose without Landlord's prior written consent. Occupancy by resident for more than ten days in any storage period is prohibited without Landlord's written consent and shall be considered a breach of Agreement. This agreement acts as an addendum and extension to the last lease agreement and all legal requirements of that lease remain in force with this agreement except as noted below:

TERM OF THE TENANCY

The term of this agreement shall commence on _____ and shall continue from that date expiring on _____. Should Resident be evicted or vacate the premise before the expiration of the term, Resident shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects from a replacement Resident by reasonably attempting to re-rent the premise. All leases expire on the last day of the month, we do not prorate rent.

PAYMENT OF RENT

Resident(s) shall pay Landlord rent of \$_____ per month, payable in advance on the 1st day of each month. If that day falls on a weekend or national holiday payment is due on the next business day. Rent shall be paid by personal check, cash in person, money order, cashier's check, or by credit/debit card in person or over the telephone (a \$2.00 fee for processing will be applied). If paying via mail then submit payment to:

Bluefield State College Research & Development Corporation Attn: Gerald James, 704 Bland Street Box 101, Bluefield, WV 24701, or in person at our designated business offices during normal business hours or at such other place as Landlord shall designate from time to time. Please make sure your apartment number appears on the check/money order.

LATE CHARGES AND RETURNED CHECKS

If rent is not paid or postmarked (in full) after 5th day of each month, a late fee of \$25.00 (twenty five dollars) will be automatically assessed to your account. If any check given by the Resident to the Landlord for the payment of rent or for any other sum due under this agreement is returned for insufficient funds, a stop payment, or for any other reason, Resident shall pay Landlord a returned check charge of \$30.00 (Thirty dollars).

FAILURE TO PAY

As permitted by law, if Resident fails to fulfill the terms of their credit obligations; such as their financial obligations under the terms of this Agreement Resident is hereby notified that a negative credit report reflecting on Resident and parent and/or guarantor's credit history may be submitted to credit reporting agencies. Any Resident that has not paid their rent in full, or made acceptable payment arrangements by the 15th of each month will be considered a violation of this lease agreement. A formal petition for wrongful occupation may be filed with the Magistrate office in the proper county for eviction and turned over to our collection agency. ****Evictions do not relieve Resident from remaining agreement ****

PARKING

Storage of vehicles on premises must be authorized by the Director.

APARTMENT INSPECTIONS

If at any time management or any law enforcement agency suspects or has knowledge of illegal activities occurring in an apartment we will, without notice check suspected apartment for such activities. This includes but not limited to; entire contents of apartment, Landlord and Resident owned items, use of drug/illegal substance detecting devices, animals or other means. We will prosecute all violators to the fullest extent of the law. Management may inspect units for maintenance items, health, and safety issues at any time and without notice.

ASSIGNMENT AND SUBLETTING

No portion of the premises shall be sublet nor this Agreement assigned without the prior written consent of the Landlord. Any attempted subletting or assignment by Resident shall, at the election of the Landlord, be an immediate breach of this agreement and cause for immediate termination as provided here and by law. If rooming as a double, each party must sign, and pay for, separate leases.

CONDITION OF PREMISES

Resident agrees to empty all food items from room before placing room in storage and remove all trash from room. Resident further agrees to turn off and unplug all electrical devices (except the telephone), place the AC unit on low cool at the highest setting, and turn off all

Resident initials _____ By initialing, Resident has read and understands the terms and conditions contained on this page.

water faucets (tub and sink) ensuring no drips occur. If a faucet or commode is leaking, resident agrees to report such condition before beginning term of storage.

FIREARMS

The storage of firearms, ammunition, and other legal weapons IS NOT PERMITTED on this property at anytime. However, off-site storage is available upon the request through the facility Director.

LEGAL OBLIGATIONS

Resident hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

COSIGNER AGREEMENT

Cosigner agrees to be jointly and severally liable with Tenant for Tenant's obligations arising out of the lease or rental agreement contained herein, including but not limited to unpaid rent, property damage and cleaning and repair costs that exceed Tenant's security deposit. Cosigner further agrees that Landlord will have no obligation to report to Cosigner should Tenant fail to abide by the terms of the lease or rental agreement. (For example, if Tenant fails to: pay the rent on time; causes damages; or fails to properly maintain and regularly clean the premises, Landlord has no duty to warn or inform Cosigner, and may demand that Cosigner pay for these obligations immediately). If Tenant assigns or subleases the Premises, Cosigner shall remain liable under the terms of this Agreement for the performance of the assignee or sub lessee, unless Landlord relieves Cosigner by express written termination of this Agreement. If Landlord and Cosigner are involved in any legal proceeding arising out of this Agreement, the prevailing party shall recover reasonable attorney fees, court costs and any costs reasonably necessary to collect a judgment.

_____	_____
Manager/Agent	Date
_____	_____
Resident (copy of drivers license or ID required)	Date
_____	_____
Cosigner (copy of drivers license or ID required)	Date

Auto Make _____ **Model** _____ **Color** _____ **License Plate** _____

Last revision May 03, 2012

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