

Kentucky Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Kentucky Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}. Per KRS 383.675, acceptance of rent with knowledge of a default by Tenant or acceptance of performance by Tenant that varies from the terms of this Agreement constitutes a waiver of Landlord's right to terminate this Agreement for that breach, unless otherwise agreed after the breach has occurred.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.

8. **SECURITY DEPOSIT.** Security deposits in Kentucky are governed by KRS 383.580.
- A. **Condition of the Premises.** Prior to tendering any consideration deemed to be a security deposit, the Tenant shall be presented with a comprehensive listing of any then-existing damage to the Premises which would be the basis for a charge against the security deposit and the estimated dollar cost of repairing such damage. Tenant shall have the right to inspect the Premises to ascertain the accuracy of such listing prior to taking occupancy. Landlord and Tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing, but shall not be construed to be conclusive to latent defects. If Tenant shall refuse to sign such listing, Tenant shall state specifically in writing the items on the list to which Tenant dissents, and shall sign such statement of dissent.
 - B. **Amount.** Tenant shall deposit with Landlord the amount of **#{SecurityDeposit}** as a security deposit against any breach of this Agreement by Tenant.
 - C. **Escrow Account.** Landlord shall deposit the security deposit in a separate account used only for that purpose in any bank or other lending institution subject to regulation by the Commonwealth of Kentucky or any agency of the United States government. Landlord shall inform Tenant of the location of the separate account and the account number. **Landlord shall not be entitled to retain any portion of a security deposit if the security deposit was not deposited in a separate account as required by this subsection.**
 - D. **Move Out Inspection.** At the termination of occupancy, Landlord shall inspect the Premises and compile a comprehensive listing of any damage to the Premises which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. Tenant shall then have the right to inspect the Premises to ascertain the accuracy of such listing. Landlord and Tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If Tenant shall refuse to sign such listing, Tenant shall state specifically in writing the items on the list to which Tenant dissents, and shall sign such statement of dissent. **Landlord shall not be entitled to retain any portion of a security deposit if the initial and final damage listings required by this section are not provided.**
 - E. **Tenant Dispute of Accuracy.** If Tenant disputes the accuracy of the final damage listing, Tenant may bring an action in District Court. Tenant's claim shall be limited to those items from which Tenant specifically dissented in accordance with the provisions of subsection (D) above (or except as otherwise provided). If Tenant shall fail to sign the listing or specifically dissent in accordance with subsection (D) above, Tenant shall not be entitled to recover any damages under this subsection (E).
 - F. **Return of Security Deposit.**

- i. Last Month's Rent Owing. In the event Tenant leaves not paying Tenant's last month's rent and does not demand a return of Tenant's deposit, Landlord may, after **30 days**, remove the deposit from the account and apply any such excess to the debt owing.
 - ii. Balance Due to Tenant. In the event Tenant leaves not owing rent and having any refund due, Landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due Tenant. In the event Landlord shall not have received a response from Tenant within **60 days** from the sending of such notification, Landlord may remove the deposit from the account and retain it free from any claim of Tenant or any person claiming in Tenant's behalf.
9. **KEYS**. Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
10. **UTILITIES**.
 - A. **Responsibilities**. Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
 - B. **Failure to Supply Essential Services**. If, contrary to this Agreement or KRS 383.595, Landlord willfully fails to supply heat, running water, hot water, electric, gas, or other essential service, Tenant may give written notice to Landlord specifying the breach and may:
 - i. procure reasonable amounts of heat, hot water, running water, electric, gas, and the essential service during the period of Landlord's noncompliance and deduct their actual and reasonable cost from the rent;
 - ii. recover damages based upon the diminution in the fair rental value of the Premises; or
 - iii. procure reasonable substitute housing during the period of Landlord's noncompliance, in which case Tenant is excused from paying rent for the period of Landlord's noncompliance.

In addition to a remedy provided in subsection (iii) Tenant may recover reasonable attorneys' fees. If Tenant proceeds under this section, Tenant may not proceed under KRS 383.625 or 383.635 as to that breach. Rights of Tenant under this subsection do not arise until

Tenant has given notice to Landlord or if the condition was caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Tenant's Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
 - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
 - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
 - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
 - C. **Holdover.** Per KRS 383.695(4), if Tenant remains in possession without the landlord's consent after expiration of this Agreement or its termination, Landlord may bring an action for possession and if Tenant's holdover is willful and not in good faith Landlord may also recover an amount not more than **three months'** periodic rent or threefold the actual damages sustained by Landlord, whichever is greater, and reasonable attorneys' fees. If Landlord consents to Tenant's continued occupancy, KRS 383.565(3) applies.
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** Per KRS 383.630:
 - A. If Landlord fails to deliver possession of the Premises to Tenant as

provided in KRS 383.590, rent abates until possession is delivered and Tenant may:

- i. terminate this Agreement upon at least five days' written notice to Landlord and upon termination Landlord shall return all prepaid rent and damage fee; or
- ii. demand performance of this Agreement by Landlord and, if Tenant elects, maintain an action for possession of the Premises against Landlord or any person wrongfully in possession and recover the damages sustained by Tenant.

B. If a person's failure to deliver possession is willful and not in good faith, an aggrieved person may recover from that person an amount not more than three months' periodic rent or threefold the actual damages sustained, whichever is greater, and reasonable attorneys' fees.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

A. **Landlord's Responsibilities.** Per KRS 383-595, Landlord shall:

- i. comply with the requirements of applicable building and housing codes materially affecting health and safety;
- ii. make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition;
- iii. keep all common areas of the Premises in a clean and safe condition;
- iv. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord; and
- v. supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1, except where the building that includes the Premises is not required by law to be equipped for that purpose or the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct public utility connection.

If the duty imposed by subsection (A)(i) above is greater than any duty imposed by any other subsection of (A), Landlord's duty shall be determined by reference to (A)(i).

B. **Tenant's Responsibilities.** KRS 383.605, Tenant shall:

- i. comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

- ii. keep that part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permit;
- iii. dispose from the Premises all ashes, garbage, rubbish, and other waste in a clean and safe manner;
- iv. keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits;
- v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the Premises;
- vi. not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises or knowingly permit any person to do so; and
- vii. conduct himself and require other persons on the Premises with Tenant's consent to conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment.

C. Maintenance Responsibilities by Written Agreement.

- i. Landlord and Tenant of a single family residence may agree in writing that Tenant perform Landlord's duties specified in (A)(v) and also specified repairs, maintenance tasks, alterations, and remodeling, but only if the transaction is entered into in good faith and not for the purpose of evading the obligations of Landlord.
- ii. Landlord and Tenant of any Premises other than a single family residency may agree that Tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:
 - a. the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of Landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration;
 - b. the work is not necessary to cure noncompliance with subsection (A)(i) of this section; and
 - c. the agreement does not diminish or affect the obligation of Landlord to other tenants.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. REPAIRS AND ALTERATIONS.

- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering,

demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

- B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.
 - C. **Landlord's Right to Repair.** Per KRS 383.665, if there is noncompliance by Tenant with KRS 383.605 or 383.610 materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning and Tenant fails to comply as promptly as conditions require in case of emergency or within 14 days after written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter the Premises and cause the work to be done in a workmanlike manner and submit the itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date periodic rent is due, or if this Agreement has terminated, for immediate payment.
 - D. **Tenant's Repair and Deduct Remedy.** Per KRS 383.635, If Landlord willfully and materially fails to comply with this Agreement or fails to comply with KRS 383.595 and such noncompliance materially affects health and safety and the reasonable cost of compliance is less than \$100 or an amount equal to one-half of the monthly rent, whichever amount is greater, Tenant may notify Landlord of Tenant's intention to correct the condition at Landlord's expense. If Landlord willfully fails to comply within 14 days after being notified by Tenant in writing or as promptly as conditions require in case of emergency, Tenant may cause the work to be done in a workmanlike manner and, after submitting to Landlord an itemized statement for the work actually done and for which Tenant has paid in full, deduct from Tenant's rent the actual and reasonable cost or the fair and reasonable value of the work, not exceeding the amount specified in this subsection. Tenant may not repair at Landlord's expense if the condition was caused by the deliberate or negligent act or omission of the Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent.
21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
- A. violates any law or ordinance, including laws prohibiting the use,

possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

22. RULES AND REGULATIONS. Per KRS 383.610:

A. Landlord, from time to time, may adopt a rule or regulation, however described, concerning Tenant's use and occupancy of the Premises. It is enforceable against Tenant only if:

i. its purpose is to promote the convenience, safety, or welfare of Tenants; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;

ii. it is reasonably related to the purpose for which it is adopted;

iii. it applies to all tenants in a fair manner;

iv. it is sufficiently explicit in its prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what Tenant must or must not do to comply;

v. it is not for the purpose of evading the obligations of Landlord; and

vi. Tenant has notice of it at the time Tenant enters into this Agreement, or when it is adopted.

B. If a rule or regulation is adopted after Tenant enters into this Agreement that works a substantial modification of Tenant's bargain it is not valid unless Tenant consents to it in writing.

23. EXTENDED ABSENCES. Per KRS 383.620, if Tenant will be away from the Premises for more than seven consecutive days, Tenant shall notify Landlord by the first day of such absence. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

24. ABANDONMENT.

A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.

B. **Mitigation of Damages.** Per KRS 383.670(3), if Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by the Landlord as of the date Landlord has notice of the

abandonment.

C. **Personal Property.**

Landlord shall consider any personal property left on the Premises to have been abandoned. Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Tenant hereby relieves Landlord of all liability for doing so.

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25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per KRS 383.615:

A. Tenant shall not unreasonably withhold consent to Landlord to enter into the Premises in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

B. Landlord may enter the Premises without consent of Tenant in case of emergency.

C. Landlord shall not abuse the right of access or use it to harass Tenant. Except in case of emergency or unless it is impracticable to do so, Landlord shall give Tenant at least **two days' notice** of Landlord's intent to enter and may enter only at reasonable times.

D. Landlord has no other right of access except:

i. pursuant to court order;

ii. as permitted by KRS 383.665 (i.e. Tenant's failure to maintain) and 383.670(2); (i.e. extended absence) or

iii. unless Tenant has abandoned or surrendered the Premises.

26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

28. GROUNDS FOR TERMINATION OF THE TENANCY.

A. Termination by Landlord. Landlord may terminate this Agreement if:

- i. there is a material noncompliance by Tenant with this Agreement or a material noncompliance with KRS 383.605 or KRS 383.610, per KRS 383.660;
- ii. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- iii. Tenant misrepresents any material fact on Tenant's rental application;
- iv. Tenant refuses to allow lawful access to Landlord, per KRS 383.700(1); or
- v. otherwise provided by law.

B. Termination By Tenant. Tenant may terminate this Agreement if:

- i. there is a material noncompliance by Landlord with this Agreement or a noncompliance with KRS 383.595 materially affecting health and safety, per KRS 383.625;
- ii. the Premises is damaged or destroyed by fire or casualty to the extent that normal use and occupancy is substantially impaired, per KRS 383.650;
- iii. Landlord unlawfully removes or excludes Tenant from the Premises or willfully diminishes services to Tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service, per KRS 383.655;
- iv. Landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing Tenant, per KRS 383.700(2); or
- v. otherwise provided by law.

29. INSURANCE AND LIABILITY. Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

30. SUBORDINATION. This Agreement is subordinate to any existing or future mortgages or deeds of trust.

31. RELEASE OF TENANT INFORMATION TO THIRD PARTIES. Tenant

authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.

32. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
33. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
 - A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
34. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
35. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
36. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
37. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
38. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
39. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
40. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

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