

Cerge Apartments

P.O. Box 2594 • St. Thomas, USVI 00803 • Phone: (340) 775-6523



Date:

Danielle Werner



St. Thomas, USVI

Re: S



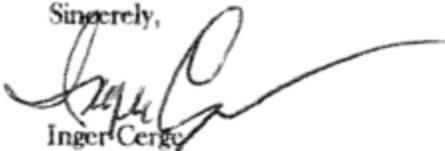
Dear Ms. Werner:

This letter is to give you notice that your lease terminates on 12/31/16 and will not be renewed.

Please vacate the apartment and return it in it's original condition, no later than by 12/31/16.

Thank you for your prompt attention to this matter.

Sincerely,



Inger Cerge

Cc: Attorney John H. Benham

12/12/16 Security Deposit 800.00

LEASE AGREEMENT

This AGREEMENT MADE THIS 1st day of Jan 2014 by and between Doger Cox of St. Thomas, United States Virgin Islands (hereinafter called the "Landlord") and Danielle Warner of St. Thomas, United States Virgin Islands (herein after called "Tenant").

WITNESSETH

In consideration the mutual promises, covenants and conditions contained herein the parties hereto, intending to be legally bound, agree as follow:

1. PREMISES: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the house on the premises located in St. Thomas, United States Virgin Islands known and described as: _____

Tenant agrees to accept the premises "as is" and understands and agrees that no warranty or representation concerning the condition of the premises have been made to him.

2. TERM: The term of this lease shall be for a period of one (1) year commencing on the date of execution hereof and terminating one (1) year thereafter except as otherwise stated herein.

3. RENT: Tenant shall pay to Landlord 1st, and security month upon entering in the apartment and then rent will be due on the 1st of each month.

1. LATE PAYMENT - Tenant will receive a grace period of five (5) days. If payment is late there will be a late charge of \$50.00.

4. USE: The Leased premises shall be used only for the expressed purpose of maintaining a private family residence of not more than (3) individuals. No guests permitted, unless cleared with Landlord. One (1) guest is allowed for no more than one (1) week.

5. SUBLEASING OR ASSIGNING: Tenant shall not sublet or assign these premises.

6. GARBAGE AND OTHER DEBRIS: Tenant shall at all times keep the leased premises in a clean and orderly condition. No garbage or other debris shall be allowed to accumulate in or around the leased premises. Grass must be cut regularly by Tenant.

7. RENT INCREASEE: The rental for the premises shall be 1300. per month for the first 12 months. Thereafter, Landlord shall have the right to increase the rent to an amount to be determined by Landlord

8. RENEWAL OF LEASE: This lease shall be renewed at the expiration of this term unless notice is given to the Landlord in writing on or before Dec 1st 2014.

9. MISCELLANEOUS: Tenant shall pay for water, whether potable or cistern, electricit and telephone. Tenant has to maintain all plumbing fixtures, such as toilets, toilet tanks, flappers, sink and washbasins. If Tenant breaks any glass from windows, light fixtures, window handles and/or lock they will be responsible for replacement.

NOTE: Only one car on premises for each Apartment. Guests and/or roommate will have to park off th premises.

10. SURRENDER OF PREMISES: At the expiration of the term of this Lease, Tenant shall quietly surrender the leased premises in as good condition as that existing at the time of entering upon the leased premises, or any part thereof for the purpose of showing it to prospective tenants or for the purpose of making repairs. Landlord may do so only after notice to the Tenant (except that no notice shall be required in case of emergencies). Tenant shall be responsible for the cost of all repairs caused by Tenant or his agents, servants or guests, except for reasonable wear and tear, damage by the elements or acts of God.

11. INSPECTION: Landlord shall have the right at all reasonable times, and from time to time, to enter upon the leased premises, or any part thereof for the purpose of showing it to prospective tenants or for the purpose of making repairs. Landlord may do so only after notice to the Tenant (except that no notice shall be required in case of emergencies). Tenant shall be responsible for the cost of all repairs caused by Tenant or his agents, servants or guests, except for reasonable wear and tear, damage by the elements or acts of God.

12. QUIET ENJOYMENT: Tenant, upon the payment of the rent herein reserved and upon the performance of all the terms or conditions of this lease, shall, at all times during the lease quietly enjoy the leased premises without any disturbance from the Landlord or from any other person claiming through the Landlord

13. IDEMNITY: Landlord shall not be liable for injury or damage to persons or property occurring on the leased premises caused by or resulting from the negligence of the Tenant or any of Tenant's servants or guests. Tenant shall hold Landlord harmless and shall indemnify Landlord from any and all liability for damage to persons or property on the leased premises. In the event that Landlord is made a party to any litigation arising out of Tenant's use of the leased premises for damages to persons or property and land is not adjudged at fault, Tenant shall pay all costs and expenses of Landlord, including Attorney's fees incurred in connection with such litigation.

14. PETS: Tenant shall keep NO PETS, NO ANIMALS on the leased premises.

15. END OF TERM: Upon the expiration of the term of this Lease, Tenant shall peacefully quit and surrender the premises to Landlord in the condition received from the Landlord.

16. NUISANCES: Tenant shall comply with all laws, orders and regulations of all governmental authorities applicable to the use of occupancy of the leased premises. Tenant shall not cause or permit any noise; loud playing radios, television, musical instruments or amplified sounds of any kind, or engages in disorderly conduct or permit any nuisance of any kind to be maintained on the leased premises. NO parties with musical instruments allowed on Premises.

17. DEFAULT: If the leased premises shall be deserted or vacated by Tenant or if there shall be a default by Tenant in the payment of rent or any part thereof for more than five (5) days after oral notice by Landlord to Tenant of such default or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation contained herein on the part of Tenant for more than fifteen (15) days after oral notice by Landlord to Tenant of such default Then if Landlord so elects, shall have the right to terminate this Lease upon fifteen (15) days written notice. Landlord shall thereupon have the right to reenter or repossess the leased premises by summary proceedings, action for forcible entry and detainer, ejection or otherwise, and to relate the lease Premises or any part thereof; and Tenant shall pay to Landlord the difference between the rent here reserved and agreed to be paid by the Tenant for the portion of the term of reentry or repossession, an amount, if any, received or to be received under such relating for remaining portion of the term.

18. ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties and no oral statement or representations or prior written matter not contained in this instrument or by reference shall have any force or effect. This Lease shall not be modified in any way except by a written executed by both parties.

19. GOVERNING LAWS: This Lease shall be governed exclusively by the provisions hereof and by the laws of the United States Virgin Islands, as the same may, for time to time, exist.

20. INTERPETATION: It is agreed that if any provision of this lease shall be determined to be void by any court of competent Jurisdiction such determination shall not affect any other provision of this lease, all of which other provisions shall remain in full force and effect and it is the intention of the parties hereto that if any provision of this lease is capable of constructions one of which would render the provision void and the other of which would render the provision valid than the provision shall have the meaning which renders it valid.

21. DAMAGES TO PREMISES: If the premises is damage by fire, hurricane or other casualty, Landlord may cause the same to be repaired and the rent will be abated for such period of time as premises remain untenable, but if the premises are destroyed or so damaged that the Landlord decide that it is Inadvisable to repair the same, this lease shall cease and terminate and rental shall be adjusted to the date that sum fire or casualty occurred.

22. ABSOLUTELY: NO clotheslines on premises

23. ABSOLUTELY: NO washing machines on the premises

24. ABSOLUTELY: NO dryers on the premises

25. *SC If Expected Buyers want to see Apartment in side lease will get 24 hrs notice, and if Building is sold the tenants will be given (60 days) notice to vacate property, or apt. 9c.*

27. Screens must be properly cleaned and in good condition before turning over keys.

9c. *SC* 28. ABSOLUTELY: NO gas stove (propane or natural) only Electric stoves.

29. ABSOLUTELY: NO generators at anytime.

30. Replacement locks will be the responsibility of the tenant and a key must be given to the Landlord for emergencies purposes.

31. Upon termination of Tenancy the responsibility lies in lease that the apartment is returned in good condition and professionally cleaned.

32. Color of paint cannot be change. Check with Landlord for color and number.

33. Anything broken the Tenant will be responsible to pay for repairs.

34. No air condition units on property.

35. No alterations of any kind on property.

36. Apartment will be inspected by Landlord three (3) times per year. Tenants will notified twenty-four (24) hours in advance.

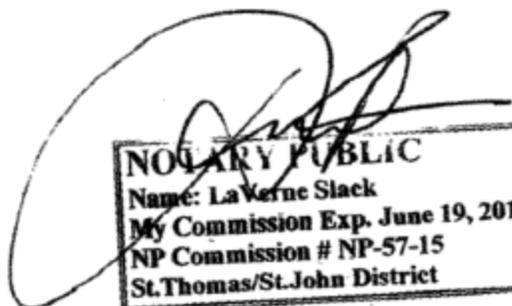
- 37. Names of Tenants to occupy the apartment or house.
- 38. If tenants break lease agreement, they Security Deposit will be forfeited.
- 39. No additional cars are allowed on driveway or in the parking area unless an emergency.
- 40. If tenants car have a mechanical breakdown (such as leaking oil) vehicle must be remove from Parking lot immediately, and tenant is responsible for cleaning parking lot area immediately,
- 41. Tenants vehicle must be repair before entering parking lot.

/ _____ ✓ _____
 / _____ _____

IN WITNESS WHEREOF, THE PARTIES THERETO HAVE DULY EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

(1) ONE WITNESS PER SIGNATURE:

_____ *[Signature]*
 _____ *[Signature]*


 12/7/15
NOTARY PUBLIC
 Name: LaVerne Slack
 My Commission Exp. June 19, 2019
 NP Commission # NP-57-15
 St. Thomas/St. John District