



RESIDENTIAL LEASE

BY THIS AGREEMENT made and entered into on _____ 20_____, between _____, herein referred to as Lessor, and _____, herein referred to as Lessee, Lessor leases to Lessee the premises situated at:

_____ together with all appurtenances, for a term of _____ year(s) to commence on: _____, 20_____ and to end on _____, 20_____ at 12:00 o'clock a.m.

1. **RENT:** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of: _____ (\$ _____) per month in advance on the first day of each calendar month beginning: _____ at _____

_____ ; or at such other place as Lessor may designate. A **\$50.00 LATE CHARGE** will be assessed if the rental payment is not received by Lessor by the 7th of each and every month, **plus \$2.00 per day** for each day late after the 7th of the month. ***RETURNED CHECK FEE \$50.00.** If a rental check is returned for insufficient funds, Lessee will be charged \$50.00 and will no longer be able to pay rent in the form of a personal check - only a bank/cashier's check or money order will be accepted. In the event a "Three (3) Day Notice to Vacate the Premises" is posted by the Lessor for non-payment of rent (or any other reason), a charge of \$75.00 will be added to your account (each time said "Notice" is posted).

2. **SECURITY DEPOSIT:** Lessor hereby acknowledges that Lessee has deposited with Lessor a security deposit in the amount of: _____ (\$ _____) for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by Lessee of the provisions hereof. The security deposit **does not apply** as all, or any portion of, the last month's rent.

3. OBLIGATIONS OF THE LESSOR: Lessor agrees to comply with the requirements of all State and City applicable building, housing, health and safety codes applicable to rental apartments /rental properties. Lessor agrees to keep the premises, with the exception of conditions caused by Lessee's negligence or misuse, in a fit and habitable condition and to keep all common areas of the premises in a safe and sanitary condition. With the exception of conditions caused by negligence or misuse by Lessee, Lessor agrees to maintain in good and safe working order the electrical, plumbing, sanitary, heating, ventilating, air conditioning, and appliances supplied by, or required to be supplied by, Lessor. Lessor further agrees to comply with all requirements set forth under Ohio Revised Code Section 5321.04 imposed upon Landlords. Lessor agrees to supply Lessee with at least a stove and refrigerator.

4. OBLIGATIONS OF THE LESSEE: Lessee agrees to comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this Lease. Lessee shall dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner using the dumpsters supplied by Lessor for disposal. No garbage shall be placed in the hallways at any time. Lessee shall personally refrain from and forbid any other person who is on the premises as Lessee's invitee, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises or common areas. Lessee personally, and any of Lessee's invitees and guests, shall conduct themselves, at all times, in a manner that will not disturb their neighbors' peaceful enjoyment of the premises. Lessee shall comply with all terms and conditions imposed upon Tenants by Ohio Revised Code Section 5321.05

5. QUIET ENJOYMENT: Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.

6. USE OF PREMISES: The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease. Neither the Lessee nor any occupant of this unit shall be a registered sexual offender or registered sexual predator. The premises shall not be listed as an address within the sexual offender or sexual predator registration. Violations of these provisions are grounds for eviction.

7. **NUMBER OF OCCUPANTS:** Lessee agrees that the demised premises shall be occupied by no more than _____ people, consisting of _____ ADULTS and _____ CHILDREN under the age of 21 years, without the written consent of Lessor.

8. **CONDITION OF PREMISES:** Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

9. **ASSIGNMENT AND SUBLETTING:** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

10. **ALTERATIONS AND IMPROVEMENTS:** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

11. **DAMAGE TO PREMISES:** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty, other than due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

12. **DAMAGE TO LESSEE'S PERSONAL PROPERTY:** Lessee shall be responsible for arranging for and paying for renter's insurance to cover any and all damages caused to Lessee's personal property stored within the demised premises. If Lessee's personal property is partially damaged or is damaged to constitute a total loss by fire or other casualty, other than due to Lessor's willful act or that of

Lessor's employee or agent, Lessee shall solely suffer any losses attributable to said damaged personal property and shall not make any claims for reimbursement against Lessor or Lessor's insurance company.

13. **DANGEROUS MATERIALS:** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

14. **UTILITIES:** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that water and sewer shall be provided by Lessor.

15. **MAINTENANCE AND REPAIR:** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in clean and sanitary condition. Lessee will, at his sole expense, make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste or neglect or that of his employee, family, agent, or visitor. Any maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

16. **ANIMALS:** Lessee shall keep no animals or pets on or about the leased premises.

17. **CARPETING / CLEANING:** Lessor and Lessee agree that at the beginning of this lease, the premises both inside and out will be reasonably clean. At the end of this lease, Lessee agrees to leave property in same condition as when they took possession. The cleanliness would include the carpeting, although normal wear and tear is expected and allowed during the term of the lease. Should the Lessor need to spend any money cleaning the carpeting or any other part of the premises in order to return the premises to the condition that Lessee received at possession, that amount will be deducted from the security deposit with a copy of the bills for the cleaning sent along with the balance of the security deposit, if any.

18. **DRAINS:** Lessor and Lessee will jointly examine and agree that all drains are in working order at time of Lessee's possession of aforementioned premises. Should drains become clogged with any material, Lessee agrees to remedy situation. Should plumbing "wear out" or develop "leaks", Lessor agrees to make necessary repairs.

19. **RIGHT OF INSPECTION:** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. **SHOWING UNIT AFTER LESSOR'S RECEIPT OF 30 DAY NOTICE:** During the last 30 days of this lease, Lessor or his agent shall have the right to show the property to prospective tenants with twenty-four (24) hour notice to Lessee.

21. **SUBORDINATION OF LEASE:** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

22. **HOLDOVER BY LESSEE:** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party. Thirty (30) days written notice must be received by the Lessor prior to the first day of the last month of occupancy. The month-to-month tenancy starts the first day of each month and ends the last day of that month, and cannot be terminated in between the start and end of each month. *(Example: If tenant plans to vacate June 30th, landlord would require written notice prior to June 1st and tenant would pay rental for the entire month of June.)*

23. **SURRENDER OF PREMISES:** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the element accepted.

24. **DEFAULT:** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within three (3) days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time.

25. **ABANDONMENT:** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

26. **ATTORNEY'S FEES:** The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

27. **BINDING EFFECT:** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

28. **LEAD BASE PAINT:** Attached hereto and incorporated herein by reference is an acknowledgment form regarding Lead Based-Paint Disclosure Requirements (Only applicable if building constructed prior to 1978).

29. **REFERRAL CREDIT:** In the event Lessee would refer a new tenant to any of our rental complexes and a lease agreement is signed with new tenant, Lessee would be eligible for a \$100.00 referral credit (in the form of a \$100.00 credit against your monthly rent) after the new tenant would take occupancy. The referral (or new tenant) would have to verify that Lessee was the referring entity in order for Lessee to obtain credit.

30. **OTHER TERMS:** Lessor recommends Lessee obtain "Renter's Insurance" for their personal belongings. All maintenance and repair requests are handled through:

If you have an after-hour or weekend EMERGENCY repair, please contact

All rental payments should be in the form of a personal check, cashier's check, or money order. NO CASH PLEASE. Payments should be made payable to: _____ and mailed to (or dropped off at): _____

IN WITNESS WHEREOF, the parties have executed this lease at Toledo, Ohio the day and year first above written.

Lessor

Lessee

Lessee

Cell Phone

Work Phone

Email