

RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as the "Landlord," and _____, hereinafter referred to as the "Tenant."

For the consideration, on the terms, and subject to the conditions that follow, the Landlord leases to the Tenant and the Tenant leases from the Landlord the dwelling known as

_____ (the "Premises").

1. **TERM** - The term of this Lease shall be for twelve (12) months, commencing on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____.

2. **RENT** - The total rent for the term of this Lease shall be \$_____ and shall be paid in equal monthly installments of \$_____. Monthly installments must be paid without demand on or before the **First Day** of each month to Landlord at

_____, or at such other place as the Landlord may, from time to time, designate in writing.

Rental payments received after the 5th day of each month shall include a late charge of \$10.00 for each day that said payment is late. Returned checks shall carry a \$35.00 charge.

3. **UTILITIES & OTHER EXPENSES** - Tenant shall obtain and pay for all utility services including gas, heat, electricity, water and sewer and any other utility used or consumed on the Premises by Tenant. Tenant will cause billing responsibility for all utilities [other than water and sewer] to be placed in Tenant's name prior to Tenant's occupancy of the Premises. Tenant must also provide Landlord with a certificate of insurance evidencing that Tenant has obtained renter's insurance for the Premises prior to Tenant's occupancy of the Premises.

4. **USE OF THE PREMISES** - The Tenant shall use the Premises in a careful, safe, and proper manner for residential purposes as a private dwelling only. No more than _____ persons may occupy the Premises. In no event shall the Tenant use or permit the Premises to be used in any manner whatsoever which shall be unlawful or which shall cause damages to the Premises or the Landlord's furnishings therein, or which shall disturb in any way the peaceful and quiet use and enjoyment of the building to others.

5. **PETS** - The Tenant shall **NOT** keep, or allow to be kept, any pets or animals of any kind on or about the Premises without prior written consent of the Landlord, which consent may be withheld at Landlord's sole discretion.

6. **REPAIRS AND MAINTENANCE** - Tenant acknowledges that the Premises are now in good repair. Throughout the term of this Lease, Tenant shall (a) keep the Premises in a safe and sanitary condition, including but not limited to the walls, ceilings, floors, woodwork, paint, plastering, plumbing, pipes, fixtures, windows, and all other interior portions of the Premises; (b) keep the lawns, yards, sidewalks and drives on or about the Premises in a clean, slightly, and sanitary condition, and keep the lawn mowed, shrubbery trimmed and the yard free of excessive weed growth, so that the lawn and yard shall at all times be maintained in a neat and presentable condition; (c) dispose of all rubbish, garbage and

other waste in a clean, safe and sanitary manner; (d) use and operate all electrical and plumbing fixtures properly; (e) comply with the requirements imposed on tenants by all applicable state and local housing, health and safety codes; (f) personally refrain and forbid any other person who is on the Premises with Tenant's permission from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or other part of the Premises; (g) maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the Landlord; (h) conduct himself or herself, and require other persons on the Premises with Tenant's consent to conduct themselves, in a manner that will not disturb his or her neighbors' peaceful enjoyment of the premises; and (i) conduct himself or herself and require other persons in his or her household and persons on the Premises with his or her consent to conduct themselves, in connection with the Premises, so as not to violate the prohibitions contained in Chapters 2925 and 3719 of the Ohio Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances.

At the termination of this Lease, Tenant shall surrender the Premises to Landlord in the same order and state of cleanliness they were in when Tenant first occupied the Premises.

The Tenant shall be responsible for the removal of all snow and ice from the walkways, steps, porches, parking areas and driveways. The Tenant shall close and lock all doors and windows when leaving the Premises unattended. The Tenant shall not change the locks or add other locks such as a deadbolt without the express written consent of the Landlord. If such consent is given, the Landlord shall be provided with a key to such locks.

The Tenant shall promptly notify the Landlord of any substantial damage to the Premises or any need for substantial repairs, but Tenant shall make and be responsible for all reasonable and necessary repairs to the Premises within a reasonable time. When making repairs or maintenance to any damage to the Premises, the Tenant shall utilize only qualified, licensed and reputable service companies specializing in that type of work. Prior to the commencement of any such repair or maintenance, the Tenant shall furnish the Landlord with written notice of the name and address of the service company Tenant proposes to utilize, along with any documents executed by Tenant.

It is expressly understood that the Premises and the appliances, fixtures, appurtenances and all furnishings therein are under the Tenant's control and, therefore, the Landlord is not liable to the Tenant, their guests, licensees, or invitees for any damage, whether to person or property, caused by the Tenant's neglect.

7. **ENTRY BY THE LANDLORD** - The Landlord and its duly authorized representatives reserve the right upon prior notice to the Tenant to enter the Premises at reasonable times for inspection.

The Tenant agrees that during the thirty (30) day period prior to the termination of this Lease, the Landlord or its agent shall have the right to enter the Premises at reasonable times to exhibit the same to prospective tenants and/or purchasers.

8. **USE AND OCCUPANCY** - The Premises will be used solely as a single-family residence. The Premises shall at all times be occupied in a safe, careful and proper manner by Tenant and any other occupants or guests. No trade, business or occupation shall be carried on in the Premises.

The Premises shall not be sublet in whole or in part, nor shall this Lease be assigned by Tenant, without the prior written consent of Landlord.

Tenant shall not permit the Premises to be used for any unlawful purpose or for any purpose or act which, in Landlord's judgment, will create a nuisance, injure the reputation of the Premises, or increase insurance rates on the Premises.

9. **DAMAGE TO PERSONAL PROPERTY** - All personal property of the Tenant, Tenant's licensees or invitees, on the Premises, including motor vehicles, shall be at the Tenant's own risk or at the risk of the person owning such property, and the Tenant agrees to hold the Landlord harmless from any loss, cost, damage or claim resulting therefrom.

10. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO THE PREMISES** - The Tenant shall not paint or make alterations, additions or improvements to the Premises except with the prior written consent of the Landlord. Any such consent may be denied at Landlord's sole discretion, or may be made subject to any terms and conditions that the Landlord may impose. Any alteration, addition or improvement to the Premises shall become and remain the property of the Landlord, and shall not be removed upon termination of this Lease unless the Landlord otherwise agrees and specifies when granting written consent thereto.

11. **DAMAGE TO PREMISES** - If by fire or other casualty the Premises are destroyed or damaged to the extent that the Tenant are deprived of occupancy or use of the Premises, the Landlord, at the Landlord's option, may elect to: (a) proceed with due diligence to restore the Premises to substantially the same condition as existed before such damage or destruction; or (b) cancel this Lease as of the date of such fire or casualty by written notice to the Tenant not more than thirty (30) days thereafter. Should the Landlord elect to proceed under (a) above, all rent shall abate until restoration or repair is substantially completed.

12. **DEFAULT BY THE TENANT** - If the Tenant fails to pay any installment of rent after it becomes payable herein, or if the Tenant fails to pay by their respective due dates all charges and other obligations to be paid by the Tenant pursuant to the terms hereof, or if the Tenant fails to observe and perform any other provision, covenant or condition of the Lease required under this Lease to be observed and performed by the Tenant, or the Tenant abandons or vacates the Premises, then and in such event, immediately or at any time thereafter, at the option of the Landlord, the Landlord shall have the right to immediately re-enter and take possession of the Premises and, as it elects, either: (a) declare this Lease breached and take such action against the Tenant as may be appropriate for past due rent and other damages ; or (b) relet the Premises or any part thereof for such term or terms and on such conditions as the Landlord determines, which reletting shall not be considered as a surrender or acceptance back of the leased Premises or a termination of this Lease, and recover from the Tenant any loss in rent and all other charges payable under this Lease (including, but not limited to, the costs of cleaning and painting the interior of the Premises, shampooing the carpets, advertising and all other costs of preparation of the Premises for reletting).

13. **SECURITY DEPOSIT** - At the commencement of this Lease, the Tenant shall deposit with the Landlord a security deposit in the amount of \$_____. The Landlord shall hold the security deposit until such time as this agreement has been terminated, the Premises vacated by the Tenant, and the Landlord has inspected the Premises and found the same to be in satisfactory condition. Until that time,

the Landlord has no obligation to apply the security deposit to any unpaid amounts due it from the Tenant. The Landlord shall deduct from the security deposit the costs of repairing any damage to the Premises caused by the Tenant, after which the Landlord may, at its option, apply the remainder portion of the security deposit to any rent due to the Landlord, with any remaining amounts to be returned to the Tenant under the terms and conditions of this Lease. Tenant shall provide the Landlord, in writing, with a forwarding address and the Landlord will provide the Tenant with a breakdown of any charges deducted from the security deposit within thirty (30) days after termination of possession.

14. **POSSESSION** - Landlord will exercise reasonable efforts to deliver possession of the Premises upon commencement of this Lease, but will not be liable for any failure to do so for reasons beyond Landlord's control. Any such failure will not affect the validity of this Lease except that the rent will not commence until the date occupancy is available.

15. **SURRENDER** - Upon expiration of the term of this Lease, this Lease will be terminated and the Tenant will need to either (a) sign a new Lease or (b) give at least 30 days written notice of intent to vacate the premises. Termination shall take place only on the last day of any given month. When vacating after the first of the month, Tenant is responsible for the full month's rent. Upon vacating, Tenant agrees to return the Premises to Landlord in the same or better condition as when received, reasonable wear and tear expected. The Premises shall be thoroughly cleaned and in the event of failure to do so, Tenant will pay Landlord the cost of cleaning. This includes the following, to the extent applicable: cleaning refrigerator, cleaning stove (all parts and hood), mopping and vacuuming floors, shampooing carpet, cleaning out cabinets, removing all soap and lime deposits from bath tiles, fixtures, tub and sink, cleaning all windows, and returning all keys to Landlord. Tenant shall supply Landlord with a forwarding address for the return of Tenant's security deposit.

16. **ADDITIONAL RIGHTS OR PRIVILEGES** - Any additional rights or privileges incident to this Lease shall be set forth in a written addendum attached hereto. Upon execution hereof, such addendum shall be made a part of this Lease as if fully rewritten herein.

17. **NONWAIVER** - Neither a failure by the Landlord to exercise any of its options hereunder, nor failure to enforce its rights or seek its remedies upon any default, nor the acceptance by the Landlord of any rent or other obligation occurring before or after any default, shall affect or constitute a waiver of the Landlord's right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or to any prior or subsequent default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which the Landlord is entitled at law or in equity

18. **JOINT AND SINGULAR OBLIGATIONS** - As used herein, "Tenant" shall include tenant, and the obligations and duties of the Tenant, if more than one, shall be joint and several. A default by one Tenant shall be a default of all.

19. **SUCCESSORS AND ASSIGNS** - This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

20. **NOTICE PURSUANT TO SECTION 5321.07(C) OF OHIO REVISED CODE** - Pursuant to Ohio Revised Code Section 5321.07, notice is given that Landlord is not now a party to rental agreements covering more than 3 dwelling units.

IN TESTIMONY WHEREOF, the parties have signed this Lease Agreement on or as of the date first set forth above.

LANDLORD:

DATE

TENANT:

DATE
