

# LEASE AGREEMENT

**This lease** (hereinafter referred to as the Lease) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (hereinafter the “effective date”) by and between \_\_\_\_\_ (jointly and severally if more than one, hereinafter referred to as the Landlord) and \_\_\_\_\_ (jointly and severally if more than one, hereinafter referred to as the Tenant). The covenants and conditions stated in the Lease shall bind both the Landlord and the Tenant, jointly and severally.

**I. PREMISES LEASED.** The Landlord, in consideration of the rent to be paid, and covenants and agreements to be performed by the Tenant, does hereby lease the following described premises located at: \_\_\_\_\_ (hereinafter referred to as the Premises). The Premises shall include the following personal property owned by the Landlord: \_\_\_\_\_ (none, if nothing inserted).

**II. LEASE TERM.** The Tenant agrees to occupy said Premises for an original term commencing at NOON on the last day of \_\_\_\_\_, 20\_\_\_\_, and ending at NOON on the last day of \_\_\_\_\_, 20\_\_\_\_. The Lease shall automatically renew on a month to month basis unless notice is given as stated in paragraph VII.

**III. RENT.** The Tenant agrees to pay as rent for the Premises the total sum of \$\_\_\_\_\_ at the rate of \$\_\_\_\_\_ per month, plus a pro-rated amount should the term of the Lease commence on any date other than the first day of the month, without demand, (check one) \_\_\_ at the on-site manager’s office or \_\_\_ at the designated agent at \_\_\_\_\_, or at such other address as the landlord shall direct from time to time in writing.

**Rent is due on or before the first day of each month (the due date).**

RENT UNPAID \_\_\_\_\_ DAYS AFTER THE DUE DATE IS DELINQUENT AND WILL AUTHORIZE ALL REMEDIES IN THE LEASE. If all rent is not received on or before the \_\_\_\_\_ day of the month, the Tenant agrees to pay an initial late charge of \$\_\_\_\_\_ plus a late charge of \$\_\_\_\_\_ after \_\_\_\_\_ days, if rent remains unpaid. All funds received shall be applied to: dishonored check charges; late charges; damage charges; delinquent rent; and current rent, in that order.

If payment is made by check that is returned, the Tenant agrees to pay a charge of \$\_\_\_\_\_ in addition to the initial and daily late charges, if applicable.

The Landlord may, at any time, require that all rent and other sums be paid in either certified or cashier’s check, money order, or one monthly check rather than multiple checks. Cash shall not be accepted without the Landlord’s prior written consent, which consent shall not be unreasonably withheld.

The Landlord agrees further that acceptance and/or refusal by the Landlord of the rent payment after the due date shall in no manner constitute a waiver of the Landlord’s rights in the event of the Tenant’s failure to make rental payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which the Tenant is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by the Landlord, and the necessity of demand for the rent by the Landlord when the rent is overdue, is hereby waived.

The Landlord agrees to notify the Tenant, in writing, at least thirty (30) days prior to the expiration of the Lease, or any renewal thereof, of any increase in the rent charged for occupancy of the Premises.

**IV. OCCUPANCY.** The Tenant agrees that, in addition to Tenant, only those persons listed below shall occupy the Premises:

<u>Name</u>	<u>Date of Birth</u>	<u>Name</u>	<u>Date of Birth</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

No person shall be released from the covenants of the Lease without first obtaining the written agreement of the other tenants and/or cosigners set forth herein and written approval of changes from the Landlord. If such changes are agreed upon, all parties herein agree to make the necessary changes to the Lease before changes are valid.

The Tenant agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by the Landlord because of fire or any other risk or in any other manner which would disturb the peaceful, quiet enjoyment of any other occupant of the apartment community of which the Premises are a part. The Landlord reserves the right of eviction for the illegal manufacture, distribution, use or other illegal activities in connection with controlled substances. A criminal conviction shall not be necessary before the Landlord can institute an eviction action.

**V. SECURITY DEPOSIT.** The Tenant agrees to deposit with the Landlord the sum of \$\_\_\_\_\_ as security for Tenant's faithful performance under the Lease and by law. The Tenant agrees the deposit is not an advance payment of rent and does not relieve the obligation to pay rent including rent for the last month of occupancy. The Landlord, at the expiration of the Lease or hold-over tenancy, may apply the security deposit for past due rent, fees, utilities, and/or for the cost of repairing damages beyond reasonable wear and tear to the Premises caused by the Tenant, his/her guests, family or invitees. Also, abandonment or vacating of the Premises by the Tenant before the end of the term shall result in the Landlord deducting damages he has incurred from the security deposit. The Landlord shall attempt to mitigate any damages as a result of abandonment. Each of the aforementioned Tenants shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy.

The Tenant agrees to provide the Landlord, in writing, a forwarding address upon vacating the Premises. The Landlord agrees to return to the Tenant the security deposit, or whatever part has not been applied in payment of any tenant obligations under the Lease, within thirty (30) days after the expiration or any renewal of the Lease and delivery of possession of the Premises to the Landlord, whichever is last to occur. Any deductions from the security deposit shall be itemized and identified in writing by the Landlord during this same time period. This provision does not waive rights of the Landlord to seek damages in excess of the security deposit. The Tenant agrees to reimburse the Landlord for any rent, fees, utilities due and/or damages exceeding the security deposit.

**VI. KEYS.** The Tenant will be provided (insert number) \_\_\_ apartment key(s), \_\_\_ mailbox key(s), and \_\_\_ other key(s) for \_\_\_\_\_. These keys may not be duplicated. There will be a \$\_\_\_\_\_ re-keying charge for any of these keys not being returned upon vacating.

**VII. MOVE OUT NOTICE AND RENEWAL.** Unless another Lease is signed by the parties hereto or unless written notice of termination is given by one party to the other at least thirty (30) days before expiration of the Lease, the Lease shall be automatically renewed on a month to month basis. At least thirty (30) days prior to the due date, written notice of intent to move out must be given to the Landlord or the Landlord's agent. The Tenant's move-out notice must terminate the Lease (Landlord to initial one of the following options): \_\_\_ on the last day of the month following the next rental due date, or \_\_\_ on the exact day designated in the move-out notice but no sooner than thirty (30) days prior to due date and after the notice. (If neither is initialed, the second option above shall control). Verbal notice is not sufficient.

**VIII. UTILITIES.** The Landlord shall pay for (if initialed by Landlord): \_\_\_\_\_electricity, \_\_\_\_\_gas, \_\_\_\_\_water, \_\_\_\_\_sewage and storm water, \_\_\_\_\_trash disposal, \_\_\_\_\_cable TV, \_\_\_\_\_master TV antenna. The Tenant agrees to pay for all other utilities, related deposits and charges on the Tenant's utility bills. The Tenant shall not allow utilities, other than cable TV, to be disconnected by any means (including non-payment of bill) until the end of the Lease term or renewal period. If the apartment is submetered, the Landlord shall attach an addendum to the Lease in compliance with any necessary public authority. The Tenant agrees to reimburse the Landlord for any utility bills paid by the Landlord during the Tenant's responsibility to the Lease. Utilities shall be used only for normal household purposes and not wasted

**IX. PETS.** There shall be no dogs, cats, or pets of any kind permitted in, on, or about the Premises, or adjoining common areas (even temporarily), unless a written addendum with the Landlord consent is added to the Lease which provides otherwise. Such consent may be conditioned upon an increase the amount of rent due hereunder and/or an increase in the security deposit set forth in paragraph V, above. If a pet has been in the apartment at any time during the tenant's term of occupancy (with or without the Landlord's consent), a charge may be made for defleaing, deodorizing, and/or shampooing, and/or other damages occasioned by the pet.

**X. INSURANCE.** Tenant will be responsible for insuring all the Tenant's personal property within the Premises. Therefore, it is strongly recommended that the Tenant purchase a Renter's Insurance policy, and the Tenant hereby relieves the Landlord of all risk that can be insured thereunder.

**XI. USE AND ASSIGNMENT/SUBLETTING.** The Tenant agrees that the Premises shall be used only as a dwelling unit and for no other purpose; nor shall Premises or any part thereof be sublet or assigned, nor shall the number or name of occupants be increased or changed, without written consent of the Landlord.

**XII. TENANT'S DUTIES:** The Tenant shall:

- A. Keep the Premises that he/she occupies and uses safe and sanitary;
- B. Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the landlord;
- C. Keep all plumbing fixtures in the premises or used by the Tenant as clean as their condition permits;
- D. Use and operate all electrical and plumbing fixtures properly;
- E. Comply with the requirements 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 his/her 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. Promptly notify the landlord of the need for repairs;
- I. Conduct him/herself and require other persons on Premises with his consent to conduct themselves in a manner that will not disturb his neighbors' "peaceful enjoyment" of the Premises;
- J. Not unreasonably withhold consent for the Landlord or his/her agents to enter the Premises;
- K. Conduct himself, and require persons in his household and persons on the Premises with his consent to conduct themselves, in connection with the Premises so as not to violate the prohibitions contained in Chapters 2925, and 3719, of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances;
- L. Tenant shall regularly test all smoke detectors, supply electric current thereto (Battery or electric current if required by lease), and notify Landlord of any mechanical failure, need for repair, or replacement.

**XIII. LANDLORD'S DUTIES:** The Landlord shall:

- A. Comply with the requirements of all applicable building, housing, health and safety codes that materially affect health and safety;
- B. Make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and

habitable condition;

C. Keep all common areas of the Premises in a safe and sanitary condition;

D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air-conditioning fixtures and appliances, and elevators, supplied, or required to be supplied by the Landlord;

E. When he/she is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal;

F. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at all times, 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 the heat or the hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection;

G. Except in the case of emergency, or if it is impractical to do so, give the Tenant at least twenty-four (24) hours notice of his intent to enter and enter only at reasonable times;

H. Not abuse the right of access as described in this Lease;

I. Landlord shall furnish and repair smoke detectors as required by law.

**XIV. CONDITIONS OF PREMISES and ALTERATIONS.** The Tenant accepts the Premises **AS IS**, except for conditions materially affecting health or safety of ordinary persons, and except as otherwise indicated on the inventory and condition form described below, the Landlord makes no implied warranties. The Landlord shall provide an inventory and condition form to the Tenant on or before move-in. Within seven (7) days after move-in, the Tenant shall note all defects or damages on the form and return it to the Landlord's agent; otherwise the Premises shall be presumed to be in clean, safe and good working condition. The Tenant shall use customary diligence in care of the apartment and common areas. Whenever damage is caused by the Tenants, the Tenant's guests, or occupants due to carelessness, misuse, neglect, or failure to notify the Landlord of any need for repairs, the Tenant agrees to pay (1) the cost of all repairs and do so within thirty (30) days after receipt of the Landlord's demand for the repair charges; and (2) rent for the period the unit is damaged whether or not the unit is habitable. The Tenant may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Landlord's property except as authorized by the Landlord in writing. No holes or stickers are allowed inside or outside the apartment; however, a reasonable number of small nail holes for picture hanging are permitted. No water furniture, antennae, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or rekeying shall be permitted except by the Landlord's prior written consent. The Tenant shall not disable, disconnect, alter or remove the Landlord's property, including security devices, alarm systems, smoke detectors, appliances, furniture, screens. When the Tenant moves in, the Landlord shall furnish light bulbs for fixtures furnished by the Landlord; thereafter, light bulbs of the same wattage shall be replaced at the Tenant's expense. When moving out, the Tenant shall surrender the Premises in the same condition as when received, reasonable wear excepted.

**XV. WHEN THE LANDLORD MAY ENTER.** The Landlord, or the Landlord's representatives may peacefully enter the Premises during reasonable times for the purposes listed below, provided the Tenant or the Tenant's guests are present. If no one is in the Premises, and request has been made for repair and/or entry by the Tenant, the Landlord, or the Landlord's agents may enter peacefully and at reasonable times by duplicate or master key. If the Landlord requests entry, a written notice shall be given to the Tenant twenty-four (24) hours prior to entry. The Landlord reserves the right to enter the Premises without notice in case of emergency. The Landlord reserves the right to enter by other means if locks have been changed in violation of the Lease.

Such entry may be for: repairs, estimating repair or refurbishing costs; pest control preventive maintenance; filter changes; testing or replacing smoke detectors; retrieving unreturned tools or appliances; preventing waste of utilities; removing or rekeying unauthorized security devices or unauthorized alarm systems; removing health or safety hazards (including hazardous materials); inspections when imminent danger to person or property is reasonably suspected; entry by a law enforcement officer with search warrant or arrest warrant; showing apartment to prospective tenants (after vacating notice has been given); or insurance agents; or other valid business purposes.

**XVI. NON-LIABILITY.** The Tenant acknowledges that any security measures provided by the Landlord shall not be

treated by the Tenant as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Tenant, the Tenant's guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. The Landlord shall not be liable to the Tenant, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, and interruption of utilities unless caused by the Landlord's negligence. The Landlord has no duty to remove ice, sleet, or snow; but the Landlord may do so in whole or in part, with or without notice. If the Landlord's employees are requested to render services not contemplated in the Lease, the Tenant shall hold the Landlord harmless from all liability for same.

**XVII. LEASE COMPLIANCE.** The Landlord and the Tenant have, at all times, the right to require compliance with all covenants, terms and conditions of the Lease, notwithstanding any conduct or custom on the Landlord's or the Tenant's part in refraining from so doing at any time. Waiver at any time of any breach or condition of the Lease shall not constitute or become a waiver of any subsequent breach, or change any condition of the Lease. **The Landlord, where not required by law, may discontinue any facilities, amenities, or such services rendered by the Landlord and furnished to several tenants on a common basis, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for the Lease.**

**XVIII. DEFAULT BY THE TENANT.** In the event the Tenant is in default of any of the terms or obligations of the Lease, violates and/or fails to comply with any of the covenants, terms, or conditions of the Lease, or any community policies herein or hereafter adopted by the Landlord, said default shall constitute grounds for termination of the Lease and/or eviction by the Landlord. It is expressly understood and agreed that the Tenant shall be and remain liable for any deficiency in rent until the Lease expires or until such times as in the interim, the Premises are leased by another acceptable tenant. The Tenant shall also be and remain liable for any expense incidental to re-letting, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which the Landlord has sustained by virtue of the Tenant's use and occupancy of the Premises or default under the Lease.

**XIX. DEFAULT BY THE LANDLORD.** If the Landlord is in default of the obligations imposed by the Lease, the Tenant may terminate the Lease by following these procedures (as directed by Revised Code 5321.07): (1) the Tenant shall make written request for repair or remedy of the condition within a reasonable time, and all rents must be current at such time; after receiving the request, the Landlord shall have the reasonable time to repair, or remedy, considering the nature of the problem and reasonable availability of materials, labor and utilities, (reasonable time is considered to be not more than thirty (30) days); if such time has passed and if the Landlord has not made a diligent effort to repair or has not reported on the progress of remedy, then the Tenant may deposit all rent that is due, on or before the due date, with the Clerk of Courts of the Municipal of County have jurisdiction or (2) the Tenant may give written notice of intent to terminate the Lease unless the repair is made within thirty (30) days.

**XX. ENTIRE AGREEMENT.** The Lease and attached Addenda listed in Paragraph XXIII are the entire agreement between the Landlord and the Tenant. No representations oral or written, not contained herein or attached hereto, shall bind either party, except any attached Addendum. The Landlord or the Landlord's agents (including management personal and other employees or agents) do not have authority to waive, amend or terminate the Lease or any part of it and do not have authority to make promises, representations or agreements which impose duties of security or other obligation on the Landlord or the Landlord's agents unless done in writing. No action or omission of the Landlord's representative shall be deemed a waiver of any subsequent violation, default, or time or place of performance.

**XXI. SEVERABILITY.** If any portion of the Lease is found to be void, unenforceable, or against public policy, the remaining portions of the Lease shall not be affected.

**XXII. BINDING EFFECT.** The Lease is binding on the Landlord and the Tenant and on their respective heirs, successors, executors, and administrators. The Consumer Sales Practices Act does not apply to the Lease.

**XXIII. NOTICES.** Any notice, request, instruction, or other document to be given hereunder by either party hereto to the other party shall be in writing and delivered personally or sent by any form of prepaid mail which confirms receipt,

as follows: To Tenant at the Premises, or, following termination of this Lease, to address provided by Tenant by notice in conformance herewith; To Landlord at the address for payment of rent, as the same may be changed by landlord by notice in conformance herewith.

**XXIV. ADDENDA.** By initialing below, Landlord and Tenant acknowledge that the following addenda and other provisions attached are a part of the Lease.

	<u>Landlord</u>	<u>Tenant</u>
■ <b><u>Inventory and Condition Form</u></b>	_____	_____
■ <b><u>Pet Addendum</u></b>	_____	_____
■ <b><u>Community Policies</u></b>	_____	_____

**XXV. ADDITIONAL TERMS AND CONDITIONS.** *[none if nothing inserted]*

EXECUTED BY Landlord And Tenant in duplicate on the day and year first written above.

LANDLORD/AGENT:

TENANT

\_\_\_\_\_

\_\_\_\_\_

NAME AND ADDRESS OF LANDLORD

[Print name] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[Print name] \_\_\_\_\_

NAME AND ADDRESS OF AGENT:

\_\_\_\_\_

\_\_\_\_\_

[Print name] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[Print name] \_\_\_\_\_

**CO-SIGNATORY**

As Co-Signer, with my signature below, I agree that I fully understand I am responsible for all rent and chargeable damages, JOINTLY AND SEVERALLY, along with said Tenant. It is further understood that I shall remain responsible throughout the initial term and any month to month renewal by the conditions of the lease or until the Tenant returns exclusive possession to the Landlord, whichever is the longer.

Signature

Print Name

Date