

RESIDENTIAL LEASE AGREEMENT

This agreement constitutes the entire agreement between _____,
hereinafter called OWNER, whose mailing address is _____,
and the resident(s), _____
whereby, in consideration of the resident's timely payment of rent and faithful performance of the following agreements, the owner agrees to lease to the resident the premises described as _____, Columbus, Ohio 43201 and the resident agrees to lease said premises for a lease period beginning on _____ and ending on _____, both dates inclusive, under the following conditions:

1. RENT:

The rent shall be \$ _____ per month, PAYABLE IN ADVANCE, AND DUE ON THE FIRST DAY OF EACH MONTH. Payment is to be made by check or money order made out to _____ & mailed to **1351 Forsythe Avenue, Columbus, Ohio 43201-2712.**

2. DELINQUENT RENT PAYMENTS:

If the rent is not paid within four (4) days of the due date, the resident is subject to a charge of fifty dollars (\$50.00) late charge plus an additional five dollars (\$5.00) per day. Failure by the owner to enforce this provision in any one month shall not prevent the owner from subsequently enforcing the same. Payments made through the United States Postal Service are at the resident's risk. Payments should reach our office by the first of the month.

3. DISHONORED CHECK:

As a convenience to the resident, the owner is willing to accept personal checks in payment of any obligation hereunder. However, in the event any check tendered to the owner is dishonored by the bank, the owner, at his option, may demand all future payments to be made by certified check or money order. In addition, there will be a service charge of fifty dollars (\$50.00) for each dishonored check.

4. SECURITY DEPOSIT:

The resident has deposited with the owner the sum of \$ _____ to secure faithful performance of this agreement which shall be refundable to the resident in accordance with the law, when the premises have been vacated and left in satisfactory condition with no apparent damage; all appliances, closets, and cabinets clean and free from insects; the oven cleaned and the refrigerator defrosted; all trash and rubbish removed from the property; carpets vacuumed and shampooed, and left clean and odorless; and provided the resident is not in breach of any of the provisions hereof and has specifically complied with the following:

- A. Notice of intention to vacate the residence, setting out the exact date the premises will be returned to the owner, shall have been delivered to the owner at least thirty (30) days prior to said date;
- B. All obligations due hereunder have been paid in full;
- C. All final utility bills, marked paid by the utility company, has been presented to the owner as proof of payment;
- D. All keys have been returned to the owner.

The resident understands and agrees the security deposit in no way limits this liability.

5. USE OF PREMISES:

The premises shall be used solely as a residence for:
_____ Adult (s) _____ Child (Children)

The resident understands and agrees that no other person or persons shall occupy the premises without owner's prior consent.

6. NO PETS:

The resident agrees not to have or bring any pets on to the premises or to encourage stray animals by feeding them on the premises at any time.

7. **VEHICLES:**

The resident agrees not to keep any vehicle that is not in working order on the premises. The resident also agrees not to do any mechanical work on any vehicle on the premises.

8. **APPLIANCES:**

All appliances, including but not limited to, stove, oven, microwave, refrigerator, dishwasher, washer and dryer, if any, are provided for the convenience of the resident. They shall be in good working order at the start of the resident's occupancy; it is understood and agreed that the resident shall be responsible for maintaining all such appliances in good working order, and the resident shall return such appliances in good working order, normal wear and tear expected, at the termination of his/her occupancy.

A Move In / Move Out Checklist is to be completed and submitted to the owner within 2 weeks of the possession date. Inventory: Refer to Move In / Move Out Checklist

9. **UTILITIES:**

The resident agrees to pay immediately, upon receipt, all utility charges, including but not limited to water, gas, cable TV, electricity, security monitoring and telephone during this occupancy. Resident agrees to make all arrangements necessary for turning on utility services by the beginning date of the lease and for terminating the same at the end of the lease. The owner will not be responsible for disruption or termination of services by the utility companies.

10. **REPAIRS AND MAINTENANCE:**

Resident shall make any necessary repairs of the premises and mechanical systems as soon as the need for repair is discovered, in order to prevent further damage, and shall contact the owner as soon as possible. The resident shall see that the walkways are shoveled and free from snow. It is the responsibility of the resident to replace furnace filters and any broken glass or windows. Resident also agrees to do lawn care on the premises and other yard work where it is required. Resident shall hold owner harmless from liability arising from a breach of this covenant.

Owner shall maintain the structural components and roof in good repair, and shall be responsible for all major repairs to the heating, ventilating and air-conditioning systems, and to the plumbing, if the damage was not caused by the resident, his/her family, friends, or by neglect. Repairs for which the owner is responsible will be made with reasonable promptness when the resident advises the owner of the specific problem.

11. **LITTER:**

Bottles, cans, cups, kegs, food wrappers or containers left in yards for more than either (8) hours from the time a litter violation notice is posted on the property or no more than 2 hours if personally served is an infraction of this lease. The violation notice is issued to the property's occupants.

12. **ALTERATIONS:**

No alterations of any kind to the premises (including painting, door locks and installation of cable tv wire) shall be made without prior written consent of the owner.

13. **CURTAINS, DRAPES AND PORCH FURNISHINGS:**

If approved blinds have not been previously provided, the resident agrees to furnish windows with either drapes with white backing or white blinds. All porch furnishings will be of outdoor construction. Flammable materials such as but not limited to fabrics or cloth construction or indoor construction are not permitted.

14. **LOCKS, KEYS AND GARAGE DOOR OPENERS:**

The tenant will be provided ____ keys, ____ mailbox keys and ____ other keys for _____. and ____ garage door openers. There will be a \$30.00 re-keying charge for any keys not returned upon vacating the premises. There will be a \$50.00 charge for any lost or damaged garage door openers. The resident agrees not to change the locks on the premises. The resident also agrees not to have the keys duplicated without consent of the owner.

15. **ACCESS:**

The owner, or his agents, shall have the right to enter the said premises at any time to make necessary repairs, for inspections, or to exhibit the premises for rent, or in case of fire or other causes, for protection of the interests of the resident and/or owner. THIS MAY INCLUDE A MONTHLY INSPECTION OF THE PROPERTY TO ASSESS ANY POSSIBLE ABUSE TO THE PROPERTY. This is to insure that no problem remains unresolved to the extent of causing excess property damage. Said entry will not occur in the absence of reasonable advance notice, except in the event of an emergency or for other reasonable causes.

16. **RULES, REGULATIONS, AND NO DESTRUCTION:**

The resident agrees to abide by all federal, state, and local municipal ordinances and statutes relating to the property, its use and tenant's obligations with respect thereto, and by reference, all such statutes and ordinances are made a part thereof. The resident will also abide by any condominium and subdivision rules, regulations, and restrictions, as applicable. Resident agrees to 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. Resident shall not use the premises or permit them to be used in any manner offensive to neighbors or other members of the community.

17. **ASSIGNMENT AND SUBLETTING:**

The resident agrees that no person other than those persons indicated in provision No. 4 of this agreement may occupy the subject premises, and that the premises may not be sublet or assigned by the resident without first obtaining written permission from the owner. The owner may sell or assign the premises without consent of the resident.

18. **TERMINATION:**

Upon expiration of the term of this agreement, this agreement shall continue from month-to-month on the terms and conditions set forth herein until terminated by either party giving the other party WRITTEN notice as to the date of the termination at least thirty (30) days prior to the end of any monthly period.

19. **VACATING PREMISES:**

Upon the termination of this lease, the resident shall deliver the keys to the owner or its agent, and leave the premises in the same condition, natural wear and tear excepted, as upon his entry of the premises; any necessary cost or expense in cleaning, or for damage caused by the resident, will be deducted from the security deposit or will be charged against the resident.

20. **DEFAULT:**

Provided, however, that if the rent, or any part thereof, shall remain unpaid for five (5) days after it shall become due, and without any demand made therefore; or if the resident shall fail to keep and perform any of the terms, agreements, and covenants herein specified to be fulfilled by the resident; it shall be lawful for the owner to reenter the premises and repossess the same as in the owner's first and former estate; and thereupon this Lease, and everything herein contained on the owner's behalf to be performed, shall cease, terminate, and be void. In the event of default by the resident, all rental installments shall immediately become due and payable at the option of the owner, without notice or demand, the notice or demand being hereby expressly waived by the resident.

21. **LIABILITY:**

The owner shall not be liable for any theft, destruction, loss, or damage to any property of the resident, or his/her guests. THE RESIDENT MUST PROVIDE HIS/HER OWN PERSONAL INSURANCE. The owner shall not be liable to the resident for any act of violence, nor shall the owner be liable for failure of heating equipment, plumbing, gas, pipes, or fixtures, nor for damage resulting from sewage, nor for damage resulting from acts of neglect of other tenants of the premises, nor for damages resulting from acts which the owner cannot control.

22. WAIVER:

No failure of the owner to act upon or enforce any provision of this agreement shall be deemed a waiver, nor shall any acceptance of a partial payment of any obligation hereunder prejudice the owner's rights to any balance still owing nor affect any pending legal proceedings instituted to enforce any of the provisions hereof.

23. FIRE, DESTRUCTION, OR CONDEMNATION:

Should the premises be partially damaged by fire or otherwise, the owner shall, at his election, forthwith cause to have said damage repaired. Provided the repairs can be made within 120 days under the laws and regulations of applicable government authorities, such partial damage or destruction shall neither annul nor void this agreement. Should the owner be unable to, or should the owner elect not to make such repairs, this agreement shall thereupon cease and the resident shall not be liable for any further rent payments, provided the fire or destruction is not caused by the negligence or intentional acts of the resident, his guests or invitees.

Should the premises be rendered untenable or be totally destroyed by fire or otherwise, or should any act of condemnation by any governmental authority render any portion of the premises untenable, this agreement shall cease and the resident shall be liable for rent only up until the time of such destruction, provided the fire or destruction is not caused by the negligence or intentional acts of the resident, his guests or invitees.

24. NOISE OR PUBLIC NUISANCE:

Penalties for noise violations may result in civil and criminal fines. A property is a public nuisance if it is in violation with the drug, liquor, public health, safety or welfare laws. The penalties are substantial and may include eviction and forfeiture of personal property, and may result in restrictions or revocation of the rental license. Any violation of Columbus City Code may be deemed a public nuisance.

25. PEACEFUL POSSESSION:

The owner covenants and agrees that if the resident pays the rents and observes and keeps the covenants of this Lease which the resident promises to do, the owner promises that the resident shall lawfully, peaceably, and quietly hold and occupy the premises during the term.

26. GENDER:

The terms "Owner" and "Resident", wherever used in this lease, shall include the plural of either and whatever gender, when applicable, and the heirs, executors, administrators, successors, and assigns of the owner and resident respectively. Where there is more than one resident, the obligations hereunder are joint and several.

27. DISCLOSURES AND DISCLAIMERS:

General

Due to the general age of the properties, the premises are leased in an as is condition. The resident is expected to review the premises with proper due diligence prior to signing the lease. This includes but is not limited to property condition, existing defects, lead based paint, radon, electrical wiring, plumbing, security and amenities.

Lead Warning Statement for housing prior to 1978

Houses built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not handled properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. There is no presence of lead to the owners knowledge.

Smoke Detectors

All of the smoke detectors installed at the property are operable at the time of move-in and are located for your safety. You as the tenant agree these smoke detectors are operable. In order to keep them operational, from time to time you must test and maintain these smoke detectors by replacing the batteries on an as needed basis, unless they are wired into the electrical circuitry. All fresh batteries are your responsibility. Each unit should be tested on a monthly basis. If you have any questions or problems with any smoke detector after you have checked the battery, it is your responsibility to promptly notify the landlord or property manager to assure the early detection of fire or smoke offered by these devices. Your cooperation is essential.

Fireplaces

None of the fireplaces located at the property are operable for use. They are STRICTLY decorative and at no time should be used for burning, heating or storing combustible or flammable items.

