

RESIDENTIAL HOUSE LEASE AGREEMENT

This Lease Agreement is made at Toledo, Ohio, this 1st day of **November, 2015** by and between [REDACTED] (hereinafter referred to as Landlord or Owner) and [REDACTED] (hereinafter referred to as Tenants), and covers the premises situated at **1623 W. Central, Toledo, OH 43606.**

The Landlord and Tenants do hereby agree to abide by the terms set out in this Agreement. The terms of this Agreement are as follows:

1. THE HOUSE

In consideration of the rent payment to be paid by Tenants and of the other covenants and agreements herein contained, the Landlord rents to Tenants the House.

Tenants shall use the House only for residential purposes. Tenants shall not use or allow the use of the House in any way that interferes with other tenants' use and enjoyment of the House or neighboring property. Tenant shall not use the House for any illegal or improper use. Additionally, the Tenants shall comply with all Zoning Ordinances, Protective Covenants and Deed Restrictions.

The Tenant agrees that the House shall be a non-smoking environment. No smoking is allowed anywhere in the House.

The Tenant agrees that no more than **Four (4)** residents are allowed to occupy the House.

The Tenant agrees that no waterbeds shall be allowed in the House.

The House includes 3 bedrooms plus 1 bathroom.

2. PAYMENT SCHEDULE AND DETAILS

The Tenant agrees to pay a Monthly rate of **Six Hundred, Ninety-Five dollars (\$695.00)**. Payment shall be made in the form of Check, or cash, on or before the fifth of each month during the entire length of the Agreement. Payments shall be made deposited to account number: [REDACTED], or at such other place as the Landlord and Tenant agree upon. Please put house address on deposit slip where "customer name" is indicated. The initial payment to be made on or before November 2, 2015. Each month thereafter will be paid in full at the beginning of each month.

Should a Tenant's payment be returned for insufficient funds, the Tenant shall be liable to the Landlord for **\$35** as a penalty.

Should a Tenant's payment be **5** days late, the Tenant shall be liable to the Landlord for **\$50** as a penalty.

The Tenant agrees to deliver a Security Deposit to the Landlord in the amount of **\$695.00** (Hereinafter "Deposit"). The Deposit will be returned to the Tenant at the end of this Agreement, less deductions. The Tenant acknowledges that the Landlord will be permitted to deduct from the Deposit any amounts for reasonable cleaning and repair of damages to the House at the end of this Agreement. Ordinary the wear and tear is expected. Landlord may deduct reasonable charges from the security deposit for:

A. Unpaid or accelerated rent;

Landlord's Initial: via email

Tenant's Initial: _____

Agent's Initial: _____

- B. Late charges;
- C. Unpaid utilities;
- D. Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
- E. Pet violation charges;
- F. Replacing unreturned keys, garage door openers, or other security devices;
- G. The removal of unauthorized locks or fixtures installed by Tenant;
- H. Insufficient light bulbs;
- I. Packing, removing, and storing abandoned property;
- J. Removing abandoned or illegally parked vehicles;
- K. Costs of reletting, if Tenant is in default;
- L. Attorney fees and costs of court incurred in any proceeding against Tenant;
- M. Other items Tenant is responsible to pay under this Lease.

The Tenant is not entitled to interest on the Deposit.

The Deposit may be used by landlord for any payment due under this Agreement.

If the Landlord sells or assigns the House, the Landlord shall have the right to transfer the Tenant Deposit to the new owner or assignee to hold under this Lease and upon doing so the Landlord shall be released from all liability to Tenant for return of said Deposit.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

3. LENGTH OF AGREEMENT

The Agreement shall begin 1st day of **November, 2015** and will remain in effect until 31st day of **October, 2016** unless renewed or extended pursuant to the terms herein.

4. TERMINATION

After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just causes shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all Tenant belongings, and keys and other property furnished for Tenant use are returned to Landlord. Should the Tenant hold over beyond the termination date or fail to vacate all possessions on or before the termination date, Tenant shall be liable for additional rent and damages which may include damages due to Landlord loss of prospective new renters.

Landlord's Initial: via email Tenant's Initial: _____ Agent's Initial: _____

5. DEFAULT

If Tenant fails to fulfill or perform any obligation under this Agreement, Tenant shall be in default of this Lease. Tenant shall receive 30 days' notice by Landlord to cure the default (ie. Non-payment of rent). In the event Tenant does not cure a default, Landlord may at Landlord option cure such default and the cost will be added to Tenant financial obligations under this lease, or declare Tenant in default of the Agreement. Landlord may re-enter the premises and re-take possession of the House in the event of default. After default, Tenant may be held liable for the balance of the unpaid rent under this Agreement if Landlord cannot re-let the House during the remaining term of this Agreement.

6. TENANT RESPONSIBILITIES

The Tenant agrees to accept responsibility for the following:

- A. Maintaining the lawn, including mowing, watering, weeding and other reasonable maintenance as needed.
- B. Removal of snow in a timely fashion on front sidewalk.

The Tenant shall comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes; maintain the House in good condition during the entire length of this Agreement and shall neither cause nor allow any abuse of the facilities therein.

The Tenant shall inform the Landlord of any condition that may cause damage to the House. If the House, or any part of the House, is partially damaged by fire or other casualty not due to the negligence or willful act of the Tenant or an agent of the Tenant, the House will be immediately repaired by the Landlord and there will be an abatement of rent corresponding with the time during which the House was untreatable.

Upon the termination or expiration of this Agreement the Tenant shall redeliver the property, amenities, furniture, appliances and any other applicable aspects of the House, in as good condition as at the commencement of the Agreement or as may be put in during the Agreement. Reasonable wear and tear from use and obsolescence to the House shall be accepted. Furthermore, the Landlord retains a Landlords Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the Houses.

7. MAINTENANCE, REPAIR, AND RULES

Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Not obstruct or cover the windows or doors;
- D. Not leave windows or doors in an open position during any inclement weather;

- E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- G. Keep all air conditioning filters clean and free from dirt;
- H. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- I. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- J. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- K. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- L. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

8. UTILITIES

The Agreement does not include utilities (Gas, Water or Electric). All utilities, except water, must be in tenant's name before occupancy will be allowed.

In addition to the lease cost, Tenant will pay Landlord a minimum fee of \$60.00/month for trash, water and sewage as billed by the City of Toledo, Department of Utilities. This fee will be reconciled to the actual bill from the City each quarter and will be credited or billed to tenant in the amount which is less or more than the actual bill. Landlord will furnish tenant a copy of the actual quarterly bill. .

9. AMENITIES

The Agreement does not include amenities.

10. APPLIANCES

The House includes the following appliances for the Tenant use:

- A. Gas range, dishwasher and Refrigerator

11. FURNITURE

The House includes the following furniture for the Tenants use: None

Landlord's Initial: via email Tenant's Initial: _____ Agent's Initial: _____

12. HAZARDOUS MATERIALS

Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

13. HOUSE ALTERATIONS

Tenant shall make no alterations, additions or improvements to the House (including the application of paints, stains, nails or screws to the woodwork, walls, floors or furnishings) without first obtaining the express written consent of the Landlord.

14. INSURANCE

Tenant acknowledges that Landlord insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Landlord be held liable for such losses. Tenant is hereby advised to obtain their own insurance policy to cover any personal losses.

15. ENTRY FOR REPAIRS OR SHOW

In addition to the rights provided by the laws applicable to the State of Ohio the Landlord shall have the right to enter the House at all reasonable times for the purpose of inspecting the and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by the Landlord for the preservation of the House or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this agreement. The Landlord shall give reasonable notice of intent to enter House except in the case of an emergency.

Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.

16. QUIET ENJOYMENT

The Tenant shall be entitled to quiet enjoyment of the House for the term of this Agreement provided that the Tenant pays rents in timely manner and performs all covenants and obligations under this Agreement.

17. POSSESSION AND SURRENDER OF THE HOUSE

At the expiration of the Agreement Term, Tenant shall immediately surrender the House to the Landlord in the same condition as at the start of the Agreement, reasonable wear and tear elements excepted. The Tenant shall return a complete set of keys to the Landlord and provide in writing, the Tenant forwarding address. If any Tenant remains on the House after the expiration or termination of this Agreement without the Landlord written permission, the Landlord may recover possession of the House in the manner provided for by law.

18. ABANDONMENT

Abandonment is defined as absence of the Tenant from the premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid – whereupon Tenant will be considered in

breach of this Agreement. If Tenant abandons the House during the term of this Agreement, the Landlord may enter the House by any legal means, without being liable for such entering, and without becoming liable to the Tenant for damages caused upon entering. Landlord may consider any personal property belonging to the Tenant and left on the property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord deems proper without becoming liable to the Tenant for doing so.

The Landlord may at its option terminate the Agreement and re-let the House, and may receive and collect all rent payable by virtue of such re-letting. Had this Agreement continued in force, the Landlord may hold the Tenant liable for any difference between the rent that would be payable under this Agreement during the balance of the unexpired term and the net rent for such period realized by the Landlord by means of the re-letting.

19. LEGAL FEES

If the Tenant is in breach of this Agreement, and the Landlord finds it necessary to enforce this Agreement, or collect rental or other damages, through an attorney or in a legal action, the Landlord shall be indemnified by the Tenant for any reasonable attorney's fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this Agreement by the Tenant.

20. WAIVER

The Landlord's failure to enforce or insist on compliance with any provisions of this Agreement shall not be deemed a waiver nor a limitation of the Landlord's right to enforce or insist on compliance with the provisions of this Agreement.

21. BINDING EFFECT

Exception as otherwise provided in this Agreement, all of the covenants, conditions, and provisions of this Agreement shall apply to and bind the parties and the heirs, personal representatives, successors, and assigns of the parties.

22. HEADINGS

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

23. ASSIGNMENT, SUB-LET AND LICENSE

The Tenant shall not assign, sub-let or license any part of the House. An assignment, sub-letting or license without the prior written consent of the Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at the Landlord option, terminate this Agreement.

24. Amendment of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by both parties.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Agreement may not be amended, modified, extended, or supplemented except by written instrument executed by the Landlord and Tenant. The Landlord has made no representation or warranty to Tenant except as herein expressly set forth.

26. SEVERABILITY

Should any conflicts arise between any party of this Agreement and the applicable legislation of the State of Ohio, the State Laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the State Laws. Furthermore, any provisions that are required by State Laws may be subsequently incorporated into this Agreement.

27. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.

The parties hereby indicated by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

Landlord: [Redacted]
Signature: [Redacted]

Tenant: [Redacted]
Signature: [Redacted]

[Redacted]
Date: Nov 2, 2015

[Redacted] Tenant
Date: 11/12/15

Signature: [Redacted]
[Redacted] Tenant
Date: 11/1/2015