

Kielsholdcroft@yahoo.com

# RESIDENTIAL LEASE AGREEMENT

## 1. PRELIMINARY TERMS.

This Rental Agreement is made this day: **November 15, 2016**

Between:

Tenant's Name: [Redacted]  
Current Address: [Redacted]

(hereinafter referred to as "Tenant")

And:

Owner's Name: [Redacted]  
Owner's Address: [Redacted]

(hereinafter referred to as "Landlord")

For the rental property (hereinafter "premises") described and located at:

**Single Family House , 1014, Slater, Toledo, OH**

Together with the following furniture and appliances, if any, and fixtures: *stove, refrigerator,*

## 2. USE OF PREMISES.

Tenant agrees that the leased premises are to be occupied for residence purposes only for not more than 4 persons and that no other persons shall occupy such premises without the *prior written consent* of the Landlord.

## 3. TERM

The premises are hereby leased for a term of **12 Months** beginning <sup>December 1st</sup> ~~November 15, 2016~~ and ending November 30, 2017. **RENT.** The Tenants agree to pay without demand by Landlord, and Landlord agrees to accept as rent for the use and occupancy of the premises the sum of Seven Hundred-Fifty (**\$750.00**) per month **by the first of each month.** ~~Since this lease will begin at the middle of the month, the first month's payment will be: \$375.00 rent, \$30.00 prepaid water bill, and \$750 security deposit for a total of \$1,155.00, less a credit of \$200 against the rent (for repairs to be approved by property manager, Seth O'neil) for a total of \$750.00 due before possession.~~

Possession by Tenant will be on/about ~~November 15, 2016~~. <sup>December 1st</sup>  
*Tenant Paid \$750 Today 11-16-16 And pay \$810 starting the first of December*  
All rental payments to the Landlord shall be made at such a place as the Landlord shall designate. As of the time of this Agreement, rental payments shall be transferred to Landlord at:

[Redacted]

(Please confirm with Bank that landlord's name matches account and put your name and/or address on the deposit slip under "Customer Name" This is necessary to assure your payment gets properly credited)

Any repairs over and beyond normal wear and tear are tenant's responsibility and become additional rent due in next month's rent payment. Failure to pay rent within 3 days of the due date constitutes a breach of this Rental Agreement. Furthermore, if rent is not paid in full for 5 days after it is due and without the demand of the Landlord, the Tenant agrees to pay a flat fee of **\$50.00** as a late fee. If rent is paid by a check that is returned, Tenant agrees to pay a returned check charge in the amount of **\$50.00 plus any charge for late rental payments.**

Regarding partial payments: Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than a partial payment on that month's account. Under no circumstances shall Owner's acceptance of a partial payment constitute accord and satisfaction. Nor will Owner's acceptance of a partial payment forfeit Owner's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

#### 4. SECURITY DEPOSIT.

Tenant agrees to pay a security deposit for these leased premises in the amount of \$750.00 prior to possession of the property or on a written schedule agreed to by landlord.

The security deposit shall be refunded within 30 days after a proper termination of this Agreement, return of keys and garage remote, inspection of the leased premises to be in a clean condition with no damage, ordinary wear and tear excepted. If this contract is breached in any way, Tenant agrees to forfeit 100% of security deposit. The Tenant shall at no time apply the security deposit as rental payment. Should damages to the premises exceed the security deposit, Tenant agrees to reimburse the Landlord for actual damage expense.

#### 5. UTILITIES

Tenant to pay gas and electric utilities and these utilities must be in the tenant's name BEFORE occupancy. Tenant will pay a \$60.00 per month payment for water/trash/sewer utilities. The Toledo Department of Utilities will bill landlord for water/sewage/trash services and this bill will be paid by landlord. Each quarterly DPU bill will be reconciled with the monthly amount paid by tenant and any overage will be credited to tenant and any underpayment will be due to landlord. Lack of payment of utilities will be considered a breach of this lease.

#### 6. QUIET ENJOYMENT.

Tenants shall be entitled to the quiet enjoyment of the premises and Tenants shall not disturb, annoy, endanger or interfere with other Tenants of the building or Neighbors, nor use the premises for any unlawful purposes. Tenants shall not violate any law or ordinance, nor commit waste upon the premises, nor do any harm to the premises, nor commit nuisance, such as making unreasonable uses of premises that interferes with neighboring property rights.

#### 7. ASSIGNMENT AND SUBLETTING.

Tenant agrees not to rent or sublet or in any way assign the right to reside in the leased premises or any portion of the leased premises without the *prior written consent* of the Landlord. An assignment, subletting, or license without the prior written consent of the Landlord shall be void and shall, at the Landlord's option, terminate the Lease.

#### 8. ENTRY FOR INSPECTION, REPAIRS, AND ALTERATIONS.

Tenant agrees to allow the Landlord and the Landlord's representatives to have free access to the leased premises at reasonable times and upon reasonable notice (except in emergencies or if it is impractical to give same) for the purpose of (a) inspecting the premises, (b) making ordinary, necessary or agreed services, (c) exhibiting the leased premises to prospective or actual buyers, mortgagees, tenants, workmen or contractors, or (d) to collect rental payments. Tenant agrees not to unreasonably withhold Tenant's consent to such entry. If Tenant is not available to permit entry into the premises, the Landlord or their representatives may enter same for such purposes without liability therefore. However, such liability will exist when ordinary and reasonable care is not taken to protect the Tenant's property.

#### 10. REDECORATING OR ALTERATIONS

Tenant shall **not make alterations**, additions or improvements to the leased premises or redecorate them in any way that would constitute an alteration, or repaint the walls or woodwork, **without first obtaining the Landlord's written consent**. No equipment shall be installed that requires alterations of or additions to the physical structure, electrical system or plumbing of the premises. Carpets or any other kind of floor covering material, which are nailed or cemented to any floors, shall become the sole property of the Landlord on the expiration of the Lease.

#### 11. REPAIRS

Tenants shall keep the premises and fixtures which are leased for the tenant's exclusive use in good order and condition and shall pay for all repairs to the premises or fixtures caused by Tenant's negligence or misuse or that of Tenant's guests. Tenant agrees to keep the leased premises in a safe, clean, sightly, and sanitary condition at all times. Tenant further agrees to (a) dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner, (b) keep all plumbing fixtures as clean as their condition permits, (c) operate all electrical fixtures properly, (d) comply with all state and local housing, health, and safety laws, (e) refrain (and forbid other persons in the premises with Tenants permission) from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or other part belonging to the leased premises, (f) maintain in good working order any appliance supplied by the Landlord. The Landlord shall otherwise maintain the property. Furthermore, should a repair be needed, the Tenant agrees to (a) contact the Landlord or his representative immediately and (b) work with Landlord as far as shopping for the best-priced service available for said repair.

In Landlord's absence, until otherwise notified, Tenant as permission to make direct contact with [REDACTED] regarding any property maintenance issues.

#### 12. LANDLORD'S NONLIABILITY FOR LOSS OR INJURY.

The Tenant agrees that the Landlord shall not be responsible for loss or injury received on the leased premises and Tenants agree to indemnify the Landlord against liability as to any loss or injury suffered thereon. The Tenant further agrees that the Landlord shall not be responsible or liable for loss or damage to any personal property belonging to the Tenants. All personal property placed in

the rented premises or in any part of the building or elsewhere upon the leased premises, including motor vehicles, shall be placed there at the risk of the Tenant or the risk of the person owning such property. **(The Landlord recommends that the Tenant acquire a Renter's Insurance Policy to protect Tenant's personal property)**. All property shall be removed when Tenant leaves the leased premises, and anything left behind shall be considered by the Landlord to be abandoned and discardable immediately upon the Tenant leaving the premises.

13. **HOLDOVER BY TENANT.**

If Tenant remains in possession of the premises with the consent of the Landlord after the natural expiration of this lease, a new tenancy from month to month shall be created between the Landlord and Tenant which shall be subject to all the terms and conditions hereof but shall be terminable on thirty (30) days written notice served by either party

14. **PETS**

The Tenant shall not be allowed to keep pets or animals on the premises without the prior written consent of the Landlord. If such consent is given as of the time of the signing of this Agreement:

Yes

X No

If yes, the Tenant shall be allowed to keep the following pets or animals.

If a pet is desired after the Tenant moves in, the additional pet deposit will be due before the pet is chosen, and Landlord has given written consent.

15. **NOTICES.**

Any and all notices or other communication required or permitted by this lease to be served or given to either the Landlord or Tenant shall be in writing and shall, except as otherwise required by law or lease, be deemed duly served and given when personally delivered, or in lieu of such personal service when deposited in the United States Mail, first-class postage prepaid, addressed to the Tenant at the address of the premises, or to the Landlord at [REDACTED] The Tenant or Landlord may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph.

16. **TENANT'S INSPECTION.**

The Tenants have examined the premises and fixtures contained therein and accept the same as being clean, in good working order, condition, and repair.

17. **TERMINATION.**

Tenants agree at the termination hereof and prior to surrender of possession, have the premises clean, the carpeting professionally cleaned (*no rented carpet-cleaning machines-they are too wet*), and in the event of failure to clean, the tenant will pay the Landlord the cost of having same done. That upon termination hereof surrenders all keys to door locks and in the event of failure to do so, pay the Landlord the cost of replacing them. That the Tenant will take care of the premises and fixtures and make good any injury thereto done by the Tenant and will reimburse the Landlord for any damage caused by the escape or overflow of water resulting from the tenants negligence. That the Tenant will not drive nails into the walls of said premises nor in any manner deface or injure the

walls, windows, cabinets or woodwork, and in the event of such damage or injury shall without demand have the same repaired at the Tenant's expense.

Tenant agrees that upon any breach of this Agreement the Landlord may terminate this Agreement and/or require the Tenant to surrender possession of the leased premises to the Landlord upon giving three days' notice. If the Tenant vacates the premises, the Landlord may at his/her option terminate this Agreement and regain possession in the manner prescribed by law.

The Tenant hereby states that the Tenant's application for this lease agreement previously given to the Landlord/Agent for the purpose of inducing the Landlord to make this agreement is true to the best of Tenant's knowledge. And the Tenant acknowledges that the Landlord had relied upon that information to make this agreement. Tenant agrees that in the event that the information supplied to the Landlord in the application is discovered to have been misleading, incorrect, or untrue that the Landlord shall reserve the right to terminate this agreement.

18. WAIVER.

The waiver by the Landlord or Tenant of any breach shall not be construed to be a continuing waiver of any subsequent breach.

19. UNENFORCEABLE.

If any part of this Lease Agreement shall be determined to be unenforceable, the remainder of this Lease Agreement shall be unaffected and shall remain in full force and effect.

20. ADDITIONAL RIGHTS.

Landlord and Tenant agree that the Landlord will NOT be named as a creditor in any bankruptcy proceedings filed by tenant after the signing of this lease. Other than this stipulation, the Tenant and Landlord agree that this Agreement contains the sole and only agreement between them concerning the premises and correctly sets forth their rights and obligations to each concerning the premises as of this date. Any additional rights or privileges incident to this Agreement shall be set forth in a written sheet attached hereto. Upon execution thereof, such additions shall become a part of this Lease Agreement and fully written herein. Any agreement or representation respecting the premises or the duties of either the Landlord or Tenant in relation thereto not expressly set forth in a written sheet and attached hereto is null and void.

21. ALL TENANTS SIGNING THIS LEASE SHALL BE JOINTLY AND SEVERALLY LIABLE.

22. Landlord recommends (but cannot force) the Tenant to acquire a "*Renter's Insurance Policy*".

23. RECEIPT

This Lease Agreement has been accepted and signed this day: November 15, 2016, at Toledo, Ohio

All parties have read the foregoing terms and conditions prior to signing and acknowledge receipt of a copy hereof.

Landlord

Tenant

Date: November 15, 2016

Tenant

Date: November 15, 2016