



LEASE AGREEMENT

This lease (the Lease) effective this _____ day of _____, 20____, by and between _____, owner, ("Landlord" or "Lessor") and the individuals executing this Lease below as tenants (referred to jointly and severally as "Tenant" or "Lessee"):

I. **PREMISES LEASED.** _____

II. **LEASE TERM.** Tenant to occupy said premises for a term commencing at NOON on _____, 20____, and ending at NOON on _____, 20____. (For all 358 days leases, a full month's rent is due in _____, regardless of when Tenant takes possession of the premises. Final month shall not be prorated.)

III. **RENT.** Tenant agrees to pay as rent for the premises the total sum of _____ DOLLARS (\$_____) at the rate of _____ DOLLARS (\$_____) per month without demand. All rent shall be paid in one monthly check (not in multiple checks). Landlord may require that all rent and other sums be paid in certified or cashier's check or money order. Cash shall not be accepted. Rent is due on or before the first day of each month (the due date), there is no grace period (please take this into account when sending rent through the mail which may take up to five days.) Rent shall be delivered to or mailed to: Empire Real Estate Mgmt Co. 3982 Powell Rd. Suite 113, Powell, OH 43065.

Rent unpaid after the first of the month is delinquent and will authorize all remedies in the lease. If ALL the rent is not received on or before the first day of the month, Tenant agrees to pay a late charge of \$50.00. Applicable late charges must be included when late rent is tendered. Landlord will give tenant notice of late charges owed on a monthly basis. Any and all unpaid late charges not paid during the course of the lease term will be charged to the security deposit at the end of the lease term. 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 a check that is returned, Tenant agrees to pay a returned check charge of \$_____ in addition to the initial \$50.00 late rent charge. Tenant further agrees that acceptance and/or refusal by Landlord of the rent payment after the due date shall in no manner constitute a waiver of Landlord's rights in the event of Tenant's failure to make rent payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which Tenant is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by Landlord and the necessity of demand for the rent by Landlord when the rent is overdue is hereby waived.

IV. **OCCUPANCY.** Tenant agrees that only those persons executing this Lease below shall occupy the Premises. No person shall be released from the covenants of the lease without first obtaining the written agreement of the other tenants and/or other co-signers set forth herein and written approval of changes from Landlord. If such changes are agreed upon, all parties herein agree to make changes to

the Lease before changes are valid. Tenant agrees that the Premises are to be occupied for residential purposes only. The Tenant shall not rent out the leased premises or any part thereof, or offer or permit the leased premises or any part thereof to be used by any additional occupant, and shall not transfer or assign this lease or take any action in connection with any of the same. Tenant agrees that the number of occupants is not to exceed the number shown on page one, and failure to comply with this limitation shall constitute a breach of this Lease and shall constitute grounds for the Landlord at his option to declare the term of the Lease forthwith terminated. The Tenant agrees that no trades, businesses, occupations, or professions will be carried on or be practiced upon the premises. Babysitting is prohibited. It is expressly understood and agreed by the Tenant that any persons, including children, not a party to this lease staying overnight, or using the premises or any part thereof, seven or more days of any monthly period, shall be deemed an additional occupant and not a guest or otherwise and the same shall constitute a breach of this Lease. The premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by Landlord because of fire or any other risk or in any other manner that would disturb the peaceful, quiet enjoyment of any other occupant of the apartment community of which the Premises are a part. 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 Landlord can institute an eviction action.

V. SECURITY DEPOSIT. Tenant agrees to deposit with the Landlord the sum of _____ DOLLARS(\$_____) (as a security deposit for his/her faithful performance under the Lease and by law. Tenant agrees the deposit is not an advance of rent and does not relieve the obligation to pay rent including the rent for the last month of occupancy. Landlord at the expiration of the Lease may apply the security deposit for past due rent, fees, utilities, and/or the cost of repairing damages beyond reasonable wear and tear to the Premises caused by the Tenant, his/her guests or invitees. *Tenant agrees to pay for all interior repainting charges incurred by landlord resulting from damage caused by tenants excessive cigarette smoking in the premises during the lease term.* Abandonment or vacating of the Premises by Tenant before the end of the term shall result in Landlord deducting damages incurred from the security deposit. Each of the undersigned Tenants shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy. Tenant agrees to provide the Landlord, in writing, a *forwarding address* upon vacating the Premises. If Tenant fails to provide a forwarding address, Landlord shall issue to the tenant whose last name begins with the earliest occurring letter of the alphabet, a check representing the security deposit, or whatever part has not been applied in payment of any tenant obligations under the Lease, in accordance with state law. This provision does not waive rights of Landlord to seek damages in excess of the security deposit. Tenant agrees to reimburse Landlord for any rent, fees, utilities due and/or damages exceeding the security deposit, however, balance of \$10.00 or less owed by either Landlord or Tenant will not be considered reimbursable. The Tenant shall not be entitled to any interest on the aforesaid security deposit. The deposit shall not be used for rent at any time: final or otherwise.

VI. KEYS. Tenant will receive either a key or a key code to enter the premises. If Keys are received they may not be duplicated. There will be an \$80.00 charge for re-keying each door and if any of the keys related to these locks are not returned upon vacating the premises. If for whatever reason the key code needs reset, due to tenants request, there will be a \$50.00 charge for re-coding all locks.

VII. UTILITIES. Lessee within five (5) days after execution of Lease will sign up and pay for (including any required deposits) electricity, gas and water. Service will be discontinued on the sixth day. Tenant agrees to pay for all other utilities, related deposits and charges on Tenant's utility bills. Utilities shall be used for normal household purposes and not wasted. If any such services are not separately metered to Tenant, Tenant shall pay the greater of (i) its prorata share, based on square footage of (ii) its estimated usage, if it uses a greater-than-prorata share of a specific utility, to be determined by Landlord, in its sole reasonable discretion, based on all charges jointly metered with other premises.

VIII. PETS. There shall be no dogs, cats, ferrets, or pets of any kind permitted in, or, or about the Premises, or adjoining common areas (*even temporarily without written permission*). If a pet has been in the apartment at any time during the tenant's term of occupancy a charge may be made for de-fleaing,

deodorizing and/or shampooing and/or other damages occasioned by the pet.

IX. INSURANCE. Tenant will be responsible for insuring all Tenant's personal property within Premises. Tenant must purchase a Renter's Insurance policy, and Tenant hereby relieves Landlord of all risk that can be insured there under. Proof of insurance must be presented before move-in date before key will be issued.

X. DEFAULT BY TENANT/USE & ASSIGNMENT/SUBLETTING.

In the event Tenant is in default of any of the terms or obligations of the Lease, violates an/or fails to comply with any covenants, terms, or conditions of the Lease, or any community policies herein adopted and reasonable community policies hereafter adopted by Landlord, said default shall constitute grounds for termination of the Lease and/or eviction by Landlord. Tenant agrees that the Premises shall be used only as a dwelling unit and for no other purpose; nor shall the Premises of any part thereof be sublet or assigned, nor shall the number or name of occupants be increased or changed, without the written consent of landlord and the remaining tenant(s) living in the premises. It is further understood and agreed to by Tenant and his/her co-signer that if Tenant decides to assign/sublet his/her portion of the lease or vacate the premises anytime prior to, or during the lease term (for whatever reason either by choice or by eviction by landlord), the burden of procuring another individual (*acceptable to landlord*) to take over exiting tenant's lease rests solely with the exiting tenant and his/her co-signer. Failure to replace himself/herself does not in any way release the exiting tenant or his/her co-signer from the obligation to pay rent under the terms and conditions of the lease. *In addition it is understood and agreed to by tenant and his/her co-signer if tenant fails to procure a replacement tenant and the landlord is forced to re-let the premises, tenant and his/her co-signer agree to: 1) Pay a \$100.00 administrative rental charge to landlord. 2. Forfeit tenant's security deposit. 3. Remain responsible for paying the rent until such time as landlord procures another acceptable tenant for the premises or the lease expires whichever is the sooner.* Tenant shall also remain liable for any expenses incidental to the re-letting of the premises-marketing costs, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities are any other damages and costs which Landlord has sustained by virtue of Tenant's use and occupancy of the Premises or default under the Lease.

XI. Tenant's Duties. Tenant shall (1) keep the premises that he/she occupies and uses safe and sanitary; (2) dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the landlord. Landlord will maintain exterior cleanliness (and interior corridors as applicable), however, tenant agrees to contribute up to \$100.00 per tenant out of his/her security deposit at the end of the lease term to help pay for this service at buildings that are found to be unusually filthy throughout the lease term; (3) keep all plumbing fixtures in the premises or used by Tenant as clean as their condition permits; (4) use and operate all electrical fixtures properly; (5) comply with the requirements on Tenants by all applicable state and local housing, health and safety codes; (6) 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. (7) maintain in good working order and condition any range, refrigerator, tub with jets or Jacuzzi tub, washer, dryer, dishwasher, or other appliances supplied by Landlord; (8) promptly notify landlord of need for repairs; (9) conduct him/herself and require other persons on the premises with his/her consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment" of the premises; (10) not unreasonably withhold consent for Landlord or his/her agents to enter the premises; (11) conduct him/herself, and require persons in his/her household and persons on the premises with his/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 Revised Code, or in the municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances; and (12) regularly test and maintain all smoke detectors (tenant agrees NEVER to disconnect any hard-wired smoke detectors or fail to maintain fresh batteries in smoke detectors which require batteries) after taking possession of the premises from the landlord and *throughout the duration of the lease* and to notify the landlord of any mechanical failure, need for repair or replacement. Failure of tenant to maintain all smoke detectors will constitute a breach of this contract the same as non-payment of rent.

XII. CONDITIONS OF PREMISES and ALTERATIONS. 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. Landlord makes no implied warranties. Tenant shall provide an inventory and condition form to Landlord within seven (7) days after move-in. Tenant shall note all defects or damages on the form and return it to Landlord's agent; otherwise the Premise shall be presumed to be in clean, safe, and good-working condition. Tenant shall use customary diligence in care of the apartment and common areas. Whenever damage is caused by Tenants, tenant's guests or occupants, due to carelessness, misuse, neglect or failure to notify Landlord of any need for repairs, the Tenant agrees to pay (1) the cost, including overhead, of all repairs and do so within thirty (30) days after receipt of Landlord's demand for the repair charges; and (2) rent for the period the unit is damaged whether or not the unit is habitable. Tenant may not perform any repairs, painting, wallpapering, carpeting, electrical changes by, or other alterations to Landlord's property except as authorized by 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, antennas, additional phone or TV cable outlets, alarm systems, or lock changes, additions or re-keying shall be permitted except by Landlord's prior written consent. *Tenant shall not disable, disconnect, alter or remove landlord's property, including security devices, alarm systems, smoke detectors, kitchen and laundry appliances, furniture and screens. The tenant will not disconnect landlord's equipment and hook up tenants' own equipment as this will constitute breach of this contract the same as non-payment of rent.*

When Tenant moves in, Landlord shall furnish light bulbs for fixtures supplied by Landlord; thereafter, light bulbs of the same wattage shall be replaced at Tenant's expense. When moving out Tenant shall surrender the Premises in the same condition as when received, reasonable wear excepted. The Tenant shall give the Landlord prompt notice of any defects in or damage to the plumbing, heating, or air conditioning apparatus, electrical wiring, or any other part of said leased premises, in order that the same may be repaired with due diligence. It is mutually agreed between the parties hereto, that the Landlord shall not be liable for any damage of whatsoever kind, or by whomsoever causes, to person or property of the Tenant or to anyone on or about the premises by consent of the Tenant, however caused.

XIII. WHEN LANDLORD MAY ENTER. Landlord or Landlord's representative may peacefully enter the Premises during reasonable times for the reasons listed below, provided Tenant or Tenant's guests are present. If no one is in the Premises, and request has been made for repair and/or entry by Tenant, Landlord, or Landlord's agents may enter peacefully and at reasonable times by duplicate or master key. If Landlord requests entry, notice shall be given to tenant twenty-four (24) hours prior to entry. Landlord reserves the right to enter the Premises without notice in case of emergency. 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; preventative maintenance; filter changes; testing or replacing smoke detectors; retrieving unreturned tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, security devices or alarm systems; removing or re-keying 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 a search warrant or arrest warrant; showing apartment to prospective tenants or insurance agents, or other valid purposes.

XIV. NON-LIABILITY. Tenant acknowledges that any security measures provided by Landlord shall not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to Tenant, 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 not caused by Landlord's negligence. Landlord has no duty to remove ice, sleet, or snow; but Landlord may do so, in whole or in part, with or without notice. If Landlord's employees are requested to render services not contemplated in the Lease, Tenant shall hold Landlord harmless from all liability for same.

XV. LEASE COMPLIANCE. Landlord shall have, at all times, the right to require compliance with all covenants, terms, conditions of the Lease, notwithstanding any conduct or custom on Landlord's part in refraining from doing so 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. Landlord, where not required by law, may discontinue any facilities, amenities, or such services rendered by 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.

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

XVII. APPLICATION. The Landlord tenders this lease to the Tenant and the Tenant accepts the same on the basis of the representations contained in the aforesaid application submitted to the Landlord by the Tenant and made a part of this Lease for the purpose of inducing the Landlord to execute the Lease Agreement with the Tenant. In the event that any of the representations contained in the aforesaid shall be found by the Landlord to be misleading, incorrect, or untrue, the Landlord shall have the right forthwith to cancel this Lease and to repossess the leased premises and receive from the Tenant any loss or damages which the Landlord may suffer as a result of such misrepresentation including rent for the term of the lease and the cost of such proceedings incurred will be paid for by the Tenant, to include court costs, reletting, etc.

XVIII. SEVERABILITY. IF ANY PORTION OF THE Lease is found to be void, unenforceable, or against public policy, the remaining portion of the Lease shall not be affected.

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

XX. CONTEXT OF AGREEMENT. Where the context requires, words in the singular shall be submitted for the plural and visa versa, and words in the masculine shall be substituted for any gender.

XXI. BREACH OF CONTRACT. In the event Tenant violates and/or fails to comply with any of the agreements, terms or conditions of this Lease, or any rules or regulations herein or hereafter adopted by the Landlord for his buildings, decks, balconies, courts, drives, parking areas or grounds, said breach shall constitute grounds for termination of lease and/or eviction by the Landlord. It is expressly understood and agreed that Tenant shall be and remain liable for any deficiency in rent until lease expires or until such time as in the interim, the apartment or house is leased by another acceptable resident. The Tenant is also liable for any expenses incident to reletting, any cleaning cost, any trash removal, any painting cost, any court cost and any damages which the Tenant may have sustained by virtue of the Tenant's use and occupancy of the leased premises.

LANDLORD AGENT:

By: _____, Authorized Agent

Address

PHONE

FAX

E-mail

Website

Tenant (signature)

Tenant: print full name

DATE

Tenant (signature)

Tenant: print full name

DATE

Tenant (signature)

Tenant: print full name

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