

Residential Lease

THIS LEASE is made on the _____ day of _____, _____

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to lease from the Landlord, the leased premises described below pursuant to the terms and conditions specified herein:

Landlord _____ Tenant(s): _____

Address: PO Box 211026
COLUMBUS, OH 43221

Telephone#: O# 614-754-8968 or C# 614-774-3163

Emergency Maintenance#: 614-402-1322
www.osurentals.managebuilding.com for online bill pay and maintenance requests

1. Leased Premises _____

2. Term. Term of the lease shall be for approximately a term of _____ year(s) _____ month(s) beginning on the _____ day of _____, _____ and ending on Noon of the _____ day of _____, _____. Tenant shall be making 12 installments of _____ each for a total of _____. Each installment shall be due on the 1st (first) day of each and every month. Tenant will pay \$ _____ as rent for the initial month which will make the first full month's rent due by _____.

3. Rent. Tenant shall make only online rent payments. The rent payment is due on the first of each month. Upon setting up the online account, tenant can opt to have the rent drawn automatically each month or a one-time payment. **In addition, tenant will be responsible to pay all other bills online.** There will be a small convenience fee added to each transaction. The convenience fee will not exceed \$1.25 per transaction. If the rent is not received by the 3rd, the rent will be considered late and will be subject to a \$50.00 late fee and \$10.00 per day after the 5th of the month which is payable that same month. Further, on ALL checks refused by the bank there is an additional \$40.00 charge. For any payment that **TENANT MAKES ONLINE AND IS REVERSED** (not paid to the landlord), tenant will be charged a \$35 reversed payment fee plus the charges for any late fees until the rent is paid. The tenant can contact **Forte at 469-675-9920**. However, the reversed transaction would most likely be for insufficient funds, stop pay on the check, the wrong routing number or the wrong account number. If the online bill company makes an error, no late fees will be charged. If payment is not received by the 3rd of each month, eviction proceedings may commence. The first month's rent is to be paid in full before the tenant moves into the premises. The 1st month's rent needs to be paid online unless tenant makes other arrangements. Landlord need not give notice to tenant regarding tenant's obligation to pay rent. At landlord's option, approval of lease may require a co-signor to guarantee lease performance. Online bill payments and maintenance requests can be made at **osurentals.managebuilding.com**. Tenants should set up their accounts prior to move-in.

4. Security Deposit. Upon Tenant's execution of this Lease, Tenant shall make a security deposit of \$ _____ to landlord in order to ensure that tenant complies with all terms and conditions of the lease. The lease is contingent upon the complete payment of a full security deposit prior to the tenant moving in. If the full security deposit is not received prior to tenant(s) moving in, it will be considered criminal trespassing and grounds for an immediate removal. If tenant fully complies with the conditions of lease, landlord will return the security deposit within 30 days after the date tenant delivers possession of the leased premises to landlord provided tenant has given landlord in writing a new or forwarding address. If tenant does not fully comply with the terms of the lease, landlord may use the security deposit to pay amounts owed by tenant, including damages, unpaid rent, late charges, and returned check charges. Security deposits can be used for ordinary expenses of any kind. **In no case can the tenant use their security deposit for last month's rent.**

5. Occupants. The leased premises shall be occupied by the above Tenant(s) and by the other following person(s) only. _____ No other person(s) shall occupy the leased premises without the advance written consent of the landlord such consent not to be unreasonably withheld subject to Landlord's standard application procedures and may modify the monthly rental rate. A violation of an unauthorized tenant shall entitle the landlord, at his/her option, to terminate the lease or charge a rental increase of \$300 per additional person per month retroactive to the first month the additional person occupied the premises. The rental increase will not be prorated from the first of the month. The authorized occupants may only use the leased premises for residential purposes and may not utilize the premises for commercial or business purposes. Sublet fee is \$100 dollars per tenant. The fee for a TENANT replacement on the lease before its expiration will be \$500 dollars per tenant replaced.

6. Utilities/Services. Tenant is responsible for the payment of all utilities and services, except for the following:

which shall be paid by landlord. Disconnection of the electric, gas, or water service by any means (including non-payment) by the Tenant until the end of the lease term or renewal period shall be considered material non-compliance under the lease compliance paragraph. If sub-metering or bill-back percentages are necessary for a utility, the tenant will be responsible for said utility as if it was a direct billing and late fees will be assessed if not paid and could result in the termination of said utilities. **Any premises that has utilities included is only for reasonable use and any utility usage that is excessive or misused will be the responsibility of the tenant.** Tenant must put all utilities that are paid by the tenant in tenant's name within 3 days of occupancy or at landlord's option the landlord may charge a \$50 administrative fee per bill as additional rent.

7. Lawn is maintained by _____ Tenant _____ Landlord. **Snow removal by** maintained by _____ Tenant _____ Landlord

8. Moving Out. Tenant agrees to notify Landlord in writing by _____ in advance of his/her intention to vacate premises and return premises in clean condition. **If the Tenant moves out after the last day of the lease term, the rental amount shall accelerate to the rate of \$300.00 per day, and the tenant shall be guilty of criminal trespassing.** The tenant(s) shall be responsible for any damages and for unpaid rent to the end of the term. Tenant further covenants and agrees that upon the expiration of said term or upon the termination of the lease for any cause, he/she shall yield immediate possession to landlord and return keys for said premises to Landlord. Any trash or debris left by the tenant will be removed by the Landlord, and the cost deducted from the security deposit.

9. Parking of Vehicles. Parking is limited and your unit will have ___ parking space(s) which may require a sticker or tag; any unauthorized vehicles will be towed at their cost. A parking fee of \$ ___ will be accessed per space on a ___ basis. If no parking space(s) are specified, parking is on an available only basis and all other vehicles will be parked on the street. Abandoned autos, inoperable vehicles, those without correct license plates, or those improperly parked, will be towed from premises at tenant's risk and expense. Lease does not include any garage or outbuilding if not stated in the lease.

10. Agent/Owner. YES Owner is a licensed real estate agent.

11. Accounts. The accounts (security deposits, rents, etc...) are maintained by the Landlord or 1st Place Realty.

12. Additional Terms and Conditions Agreed to by Both Parties:

Tenants are not allowed to paint or have any pets unless landlord agrees to in writing.

13. Default/Abandonment. If tenant defaults in the payment of rent, rules and regulations, or any other term or condition of this lease, or representations in rental application be false, or if said premises shall be abandoned, deserted or vacated, or if in the sole opinion of the Landlord, tenant disturbs the **peaceable possession of another building or building's occupants**, or uses the premises in any objectionable manner, then the Landlord, his agent, employees, attorneys, successor, or assigns may elect to terminate the Lease, re-enter the leased premises and remove the tenant, all other occupants and their possessions, and any costs incurred by Landlord in enforcing these rights shall be deemed additional rent. If tenant abandons or vacates the leased premises during the term of this lease, Landlord may elect to re-enter the premises, without liability for prosecution or owing damages to tenant, and at Landlord's option, re-rent the Leased Premises. In addition to other remedies due Landlord, the security deposit shall be used by Landlord to cover replacement of keys, damage to premises, including cleaning and restoration of premises for another resident, and any cost necessary or incidental to secure a new occupant for the premises. If damages, charges, unpaid rent, and any other costs associated with the said premises exceed the security deposit, Tenant agrees to pay said amount. **If Landlord re-rents the leased premises but is unable to re-rent the Leased Premises for as much rent as would have been paid by tenant during the period between Tenant's abandonment and the end of the term, tenant shall be liable to Landlord for the difference.** Landlord may also dispose of any property left by tenant after abandonment without liability.

14. Re-Renting. Tenant can always ask Landlord to re-rent the property. However, tenant is responsible for any fees incurred. Fees would include a leasing fee to 1st Place Realty. Tenant(s) are responsible to pay rent until a new tenant is found. If tenant wants to break the lease, tenants can negotiate with landlord on a fixed fee.

15. Repairs. Tenant must take good care of the leased premises and all equipment and fixtures contained therein. Tenant is responsible and liable for all repairs, replacements and damages caused by or required as a result of any acts or neglect of tenant, occupants, invitees or guests. If tenant fails to make a needed repair or replacement, landlord may do it and add the expenses to the rent. **No painting by TENANT will be permitted. Tenant is responsible for replacing the battery in a digital thermostat. Mini-blinds are provided as a courtesy to the tenant and tenant is responsible for the replacement expense of any damaged or excessively soiled blinds. If a fireplace exists in the apartment/house, Lessee is not allowed to use at any time. Tenant shall be responsible for any stopped up toilets and garbage disposals if such maintenance is required due to tenant's negligence, i.e. tampons, food, bottle caps, stones, etc...**

16. Partial or Total Destruction of Leased Premises. If the Leased Premises are partially damaged or completely destroyed by a fire or other occurrence that is not caused by Tenant's negligence or willful act (or the negligence of tenant's family, agent or guest), Landlord may elect to: (1) repair or rebuild the Leased premises during the period of untenability and abate the rent proportionally for this period; or (2) not repair or rebuild the Leased Premises, terminate the Lease and prorate the rent up to the time of the damage.

17. Alterations. Tenant must obtain Landlord's prior written consent to paint or wallpaper the leased premises or to install any paneling, flooring, partitions, or make any other alterations. Tenant must not alter the plumbing, ventilation, air-conditioning, heating or electric systems. All the alterations, installations and improvements shall become property of the Landlord when completed and paid for, and shall be surrendered as part of the Leased Premises at the end of the term. Landlord is not required to pay for any of the work performed under this section unless landlord has agreed to pay as indicated in the prior written consent, required by this paragraph.

18. Maintenance of Leased Premises. Tenant shall, at tenant's expense, maintain the premises in a clean and sanitary condition at all times. If the premises contain a dumpster or refuse container, failure of the tenant to place garbage in said container shall be a violation of this lease. If tenant fails to remove garbage from the premises or litters it on the ground around said container, appropriate deductions from the security deposit of the tenant shall be made for pickup and cleaning. Any charges for exterior damage (ie. Torn down downspouts, damaged lawn resulting from vehicles illegally parked) or filth (i.e. cleanup at parties) will be charged to responsible units, the building, or complex. Further poor housekeeping by tenant will not be tolerated. In the event tenant's housekeeping is so below the standard of the surrounding area that it causes landlord problems in re-renting the premises for the following year, tenant shall pay to landlord the amount of rent lost. Tenant shall be notified of their poor housekeeping and that it meets this clause and shall be given 7 days to remedy this condition. Failure to remedy this condition shall result in this clause being enforced in its entirety. In addition, **Landlord and Tenant agree certain items of damage directly attributable to a resident's negligence and/or malice will be due at the time of the damage.** At the sole discretion of the Landlord, the landlord may submit a bill or directly deduct the amount from the tenant's security deposit. Further, in cases where the premises is severely damaged or dirty (extreme clutter and filth) i.e. damage by animals, broken doors, damaged appliances, ruined carpet (ex. multiple cigarette burns, uncleanable stains) or multiple drywall holes, landlord reserves the right to demand tenant(s) vacate the apartment. Tenant(s) agree as part of this lease to move out of the apartment 14 days prior to the end of the lease provided notice is given at least 30 days in advance. This allows Landlord the necessary time needed to rehabilitate the apartment and/or re-rent the apartment after rehabilitation. In addition, Tenant shall be responsible for lost or discounted rent due to landlord's inability to re-rent the unit and for all the damages. If tenants allows garbage and/or personal effects to accumulate by their door or in the nearby halls or stairwells for more than 1 day, the management may remove everything with or without notice and charge tenant cost of removal plus overhead (typically can cost \$25.00 or more). **Tenant, permittees, or guests are prohibited from entering upon or being on any roofs, overhangs, deck coverings, or elevated structures not specifically intended for such use.** Evidence of violations is just cause for landlord to hire licensed roofers or contractors to inspect for damages, and said cost of inspection and repairs, if any, are to be paid for by Tenant. Tenant shall remove all tenant's belongings and surrender all keys to landlord upon the expiration of the lease. **Carpet has been professionally cleaned before move-in. At move-out, tenant will be billed _____ for having the carpets shampooed. Also, the stove needs to be cleaned and drip pans replaced if applicable. Otherwise, tenants could be charged for cleaning and material up to \$75.00. No upholstered furniture is allowed on the front or back porches. No kegs are allowed inside the property. If tenant is witnessed to have a beer keg on premises, a \$150 fine for each beer keg witnessed. No fire pit or open flames of any kind, no charcoal, electric, gas or any kind of grills are allowed anywhere on the premises. Tenant will be subject to a \$150 fine if witnessed on the premises. Tenants will notify the landlord within 5 business days by email or online request of any damages to the property at move-in. If tenant fails to notify, the apartment will be considered in great condition upon move-in.**

19. Liability. Tenant shall be liable for and shall hold Landlord harmless on account of any theft, loss, or damage to property or injury to any person, where such damage or injury is due to the act, neglect, or default of tenant. Tenant's family, agents, employees, or guests, or is caused by failure of tenant to report need of repairs to Landlord. Landlord shall not be liable for damages to any property or person arising from acts, neglect or omission of any other co-tenant or co-tenant in said building or buildings or the elements or from any act over which the landlord has no control. Landlord shall not be responsible for heat or lack of heat or hot water where the same is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection. **Tenant must set the furnace (heater) thermostat in the premises no lower than 65 F degrees during Winter months and is responsible for and agrees to pay for frozen/burst water lines and fixtures and all damage resulting therefrom. Landlord is not responsible for any theft or fire damage. It is the responsibility of each tenant to obtain Renter's Insurance and personal belongings are not covered under the landlord's insurance policy in case of fire or theft.**

20. Assignment/Subletting Restrictions. Tenant may not assign this agreement or sublet the leased premises without the prior written consent of the landlord. Any assignment, sublease or other purported license to use the leased premises by tenant without the landlord's consent shall be void and shall (at Landlord's option) terminate this lease. **Sublet fee is \$100 dollars per tenant. The fee for a TENANT replacement on the lease before its expiration will be \$500 dollars per tenant replaced.**

21. Entry for Inspection and Repairs. Twenty-four (24) hour notice will be given for routine maintenance, repairs, and to exhibit premises to new tenants or those that are involved in the sale of the building. Landlord, his agent, janitor, watchmen, employees, and any other person associated with the Landlord may enter said premises at any reasonable time with notice, with pass key or otherwise to examine same or to make needed repairs to said premises. Notice need not be given in the event of an emergency or if it is impracticable to give notice of intent to enter tenant shall promptly notify the owner or his agent, in writing, of need for repairs. Such notice shall be deemed an authorization by tenant for landlord to enter the premises. The Tenant agrees to assume financial responsibility for any charges made for time by a subcontractor who is hampered from completing his/her work at the address above by any action of the tenant or any guest(s) of tenant or conditions caused by tenant. **If tenant makes an online maintenance request, the landlord will be given 72 hours to enter into the property without giving the tenant(s) a 24 hour notice.**

22. Absolutely NO Pets shall be permitted anywhere on the premises, even for a few minutes to visit. Effective the day of witnessing a pet on the premises, the rent will increase by \$350.00 per monthly installment for the remainder of the lease, including the month in which the pet was witnessed, even if the pet is subsequently removed from the premises. Furthermore, the landlord reserves the right to evict the tenant for breach of contract. In addition, tenant could be held accountable for defleaing, deodorizing and/or shampooing, sealing floors, carpet and pad, and other damages that may have been incurred by the pet. **Tenant DOES NOT have the right to add a pet in the future unless a clause has been inserted into this lease. However, the tenant may ask for a pet on the new lease with the written authorization from the landlord.**

23. Locks/Keys. There will be no adding or changing of any locking devices to any access of the property or any of its parts without the written consent of the landlord. Landlord is authorized to remove any such devices not agreed to in writing as to their installation by tenant and be charged the cost of removal. All issued keys must be surrendered to Landlord at landlord's place of business or other acceptable area with approval of landlord upon termination of the lease, or a charge of \$100.00 per lock will be assessed to tenant. A \$100.00 per lock charge will be assessed if the lock is damaged due to misuse or abuse. **Keys may not be duplicated by tenant.** Lost keys will be replaced at a cost of \$35.00 per key during regular business hours. Lockouts during non-office hours will be at the rate of \$75.00 payable in cash at time of entry.

24. Smoke detectors are provided but it is the responsibility of the tenant to maintain them and to regularly replace the batteries.

25. Wall and Pictures. Tenant agrees not to drive nails into the woodwork. However, tenants are allowed to hang things on the walls provided that they clean up any adhesive or patch the nail hanger upon move out. If tenant places plastic over the windows, they are not allowed to use duct tape, but are able to use any hardware store packages that don't damage the woodwork.

26. Waterbeds. No waterbeds or water furniture will be allowed on premises unless insured and with express written consent of Landlord.

27. New Owner. In the unlikely event that the building is sold, the new owner has to honor your current lease.

28. Lease Compliance. Landlord shall have the right at all times to require compliance with all covenants and provisions of this lease, notwithstanding any conduct or custom on the part of the Landlord in refraining from doing at any time or times, and the waiver by landlord at any time of any breach or condition of this lease by tenant shall not be or affect any change in terms hereof or constitute or become a waiver of subsequent breach. Landlord, where not required by law, may discontinue any facilities or amenities furnished several tenants on a common basis and such services rendered by landlord, not expressly covenanted for herein, it being expressly understood that they constitute no part of the consideration for this lease. If tenant and guests elect to use these conveniences, they do so at their own risk, and further expressly agree that landlord shall not be liable in any way for damage or injury sustained in their use whether determined to be proper or improper.

29. Laws and Regulations. Tenant agrees that the application completed, the receipt by Tenant is hereby acknowledged, shall have the same force and effect as covenants of this lease, and the tenant, his/her family and guests must, at tenant's expense, comply with all laws, regulations, ordinances, and requirements of all municipal, state, and federal authorities as well as any other authorities not herein named that are effective during the term of the lease agreement, pertaining to the use of the premises. The premises may not be used for any purpose the landlord or landlord's insurance company deems hazardous due to fire or other risk. Tenant must not do anything that increases the landlord's insurance premium.

30. Co-signer. If guarantee or co-signing of this lease is required, it is agreed that such document is as much a part of this agreement as if executed at the same time and done as a continued part of this lease. All clauses, monies to be paid or due to be paid are the obligation of the co-signer and the tenant. Each Tenant and each co-signer shall be jointly and severally liable for the entire amount of this lease, individually and/or collectively. It is agreed that any co-signed copy of this lease is incorporated and becomes a part of said lease. **Co-signer consents, if agreed to by tenant and landlord, to a change in the name or number of tenant(s) during the lease term.**

31. Application. The Tenant agrees that the landlord has tendered this lease to the tenant on the basis of the representations contained in tenant's application submitted to the landlord for the purpose of inducing the landlord to enter into this lease. The tenant further agrees that in the event that any of the representations contained in said application shall be found to be misleading, incorrect, or untrue the landlord shall have the right to terminate this lease.

32. Legal Fees. If Landlord is successful in a legal action or proceeding between landlord and tenant relating to the nonpayment of rent or recovery of possession of the leased premises, landlord may, to the extent legally available, recover reasonable legal fees and costs from tenant.

33. Inspection Prior to Occupancy. Tenant has inspected the Leased Premises and agrees that the leased premises, and all improvements, are in good, habitable condition as of the date of this lease. The tenant shall note any problems with the premises on the Move-in/Move-out Inspection Form and return it to the landlord within 7 days; otherwise, the premises will be assumed to have no problems and to be in good, habitable condition with no deductible defects.

34. Subordination. This Lease, and the tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the leased premises by landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.

35. Quiet Enjoyment. If tenant promptly pays the rent and obeys all of the terms of this Lease, the tenant may remain in and use the leased premises without interference by landlord.

36. Binding Obligations and Entire Agreement. This lease agreement is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place. Tenant and Landlord have both read this lease and affirm that this lease contains the entire and only agreement between the parties.

37. Joint and Several Obligation. If more than one person executes this lease as a Tenant, the obligations of all Tenants shall be joint and several with each Tenant assuming full liability for the obligations under this agreement.

38. Lead Paint Disclosure for Leased Premises built prior to 1978: The attached disclosure of information on Lead-Based Paint and/or Lead-Based Paint Hazards is hereby incorporated by reference.

39. Common Security Deposit Deductions. Tenant(s) will be charged the actual costs of any repairs or cleaning required as a result of Tenant's occupancy which is not considered normal wear and tear. Landlord has 30 days at the end of the lease term to refund all money back to the tenant(s). If tenants fail to provide a forwarding address, the tenants acknowledge that the landlord has sent the security deposit to their old rental address. **All tenants have agreed to remit the final security deposit refund to _____.** **If tenants fail to enter a name, 1 check will be issued to everyone on the lease.**

42. Fair Housing. It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, handicap, or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

43. Ohio's Sex Offender Registration and Notification Law. Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. Therefore, you can obtain information from the sheriff's office regarding notices they have provided pursuant to Ohio's sex offender notification law. If the tenant is a sex offender and does not notify the landlord that he/she is a sex offender prior to the execution of this lease, it is grounds for immediate eviction from the premises.

Tenant Signature _____ Print Name _____ Date _____

Notary Public _____

Tenant Signature _____ Print Name _____ Date _____

Notary Public _____

Tenant Signature _____ Print Name _____ Date _____

Notary Public _____

