



Rental Agreement



Resident _____ Property Manager _____

_____ leases to _____ resident(s), in reliance on resident's application therefore and resident leases from _____ at said address, the apartment (or residential dwelling) known as _____ situated in the City of _____ and State of Ohio.

1. **Terms and Payment.** Resident(s) agree to occupy said premises for an original term of _____, Said term to commence on _____ and end on _____. Resident(s) agrees to pay without demand the rental amount of _____ payable in equal monthly installments of _____ on or before the first day of every month beginning on _____. All payments are to be paid to: _____.

or other such place as shall be designated by owners. Rent for any partial month shall be Prorated rent due for first month must be paid prior to occupancy. Any additional sums or charges due from Resident because a breach or violation of this Lease shall be due as additional rent. Such additional sums or charges shall include, but are not limited to, damages exceeding normal wear and tear to the apartment community property when such damages are caused by Resident or resident's family occupants, guest or invitees.

Pre-Payment Credit. In the event Resident pays any monthly installment on or before the 3rd of the month, by close of business that day, Resident may deduct Fifty dollars (\$50) from said installment and the same shall be accepted as if the Resident has paid in full.

Late Payment. In the event that the Resident fails to pay current rental installments on or before the 3rd of the month eviction procedures will commence. Any Resident who fails to pay total monthly rental by close of business on the 5th must vacant premises immediately and the entire rent due under this agreement shall at once become due and payable together with any cost and expenses incurred. On this day forward there shall be no rental monies accepted. Appropriate legal proceedings and notification will take place.

Payment Forms. All payments are to be made by certified check or money order or other such method as approved by the owners. Any check not honored when presented for payment shall be deemed as a Non-Sufficient Funds Check and if returned it must be replaced by payment in the form of money order or cashiers check, including any Pre-Payment Credit taken by Resident, as described herein, and a NSF fee of Twenty Five dollars (\$25). An automatic Notice to Vacate, or a 3-day notice, will be served on any NFS check. Owners may restrict payment by personal check at their discretion.

2. **Special Provisions.** _____ Check here if none.

SPECIAL PROVISIONS: Addendum A pages 1-5, Addendum B

3. **Deposit.** A security of _____ shall be paid prior to occupancy of the Apartment unit to cover terms and conditions of this lease. The security deposit shall be held by management as security for the payment of rent and other amounts due from the resident to power, for the resident's performance of this lease, and against any damages caused to the apartment and may not be applied as rent and that the monthly rent will be paid each month, including the last month of the lease term. Owner shall return the security deposit, less any deductions from it for amounts owed by resident to owner, for rent, the cost of cleaning, painting, damage repair, stipulated damages, water amounts owed Columbus & Central Ohio Systems, inc., together with written forwarding address which must be furnished in writing, on owner's form, prior to move-out. The final payment for water and sewer usage will be deducted from the security deposit. A copy of the final paid invoice will be forwarded to the resident with the final disposition of the deposit.

4. **Apartment Condition/Inspection.** Resident acknowledges that the premises are in good condition at the commencement of this lease and acknowledges that he/she has been provided with a move-in inspection form where resident may make exception to any condition other than good and acknowledges that he/she will supply a copy of said notice to owners within 48 hours of receipt thereof.

5. **Utilities.** Resident shall pay for the following utilities

Electric **Gas** **Water & Sewer** **Cable TV**

Resident agrees to pay all other utilities, related deposits and charges on the resident's utility bills. The electric provider will supply resident with information on the cost per unit of electricity. Rates per unit of electricity consumed shall be comparable in cost with rates billed by regulated utilities including all applicable riders, line extension fees, and customer charges. Resident further agrees to pay for such electricity based upon their actual metered usage. Failure to pay the utilities on a timely basis shall be constructed as a breach of this agreement and treated as such. Resident is responsible for the communication line maintenance charges and/or applicable service and fees applied by communication provider.



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Resident_____ Property Manager_____

6. **Use.** Resident agrees to use the premises as a private residence for the occupants, and that no other person, or persons, will occupy the premises without having prior written consent of owner. Resident agrees to comply and to procure compliance of all members of his/her family, and all of his/her invitees or guests, with community policies and procedures, a copy of which resident has received and which by this reference are made a part hereof, and further agrees not to violate any law or ordinance of any governmental authority with respect to the premises or any common area, or to use premises for any purpose deemed, in owner's opinion, hazardous or wasteful. Residents will not exceed () **occupant.**

7. **Pets.** No pets may be brought onto any part of the premises at any time (including visiting pets) as contained in a separate pet agreement, made part of this lease and all applicable fees and charges are paid. The policy is the sole discretion of owners. In the event that any unauthorized pets are found in or on the premises an immediately eviction notice will be served at which time resident will have three days to permanently remove the animal or said eviction action will be initiated. Additionally, a \$300 pet privilege fee will be assessed to the unit and monthly pet rent from the initial move in date.

8. **Auto Parking.** It is expressly understood and agreed that the designated parking areas at said premises are limited to private passenger vehicles and the residents shall have no right to store any vehicle, boat or trailer, or other property on said parking area without written consent of the owner. Car repairs are not permitted anywhere on the property. The resident hereby grants the owner the undisputed right to, in owner's opinion, remove any vehicle in the parking area which is inoperable or is parked along service road, blocking other cars, and/or parked off of other designated parking/road areas. Automobiles parked on the property that do not have tags or are inoperable working condition will be towed because they are illegally parked. Resident agrees that the owner may remove any vehicle owned by the resident remaining on the property after termination of this lease, with full immunity for damages for such removal. Motorcycles must be parked in parking areas only. Parking on sidewalks, patios or grass areas are not permitted. Any vehicle which owners deems necessary to tow will be at the cost of the resident.

9. **Alterations and improvements.** The resident shall make no alterations or improvements to the premises without obtaining owners written consent in advance, including without limitation painting, wall papering, permanent shelving and floor covering, and changing locks or key set. All alterations, additions, or improvements made in and to said premises shall be the property of the owner of the premises and shall remain upon surrender of possession. Resident agrees to use only white backed window coverings during the term of his/her lease or where applicable leave those furnished by owners in the windows.

10. **Obligations of Resident.** Resident agrees to:

- (A) Keep that part of the premises that he/she occupies safe and sanitary.
- (B) Dispose of all rubbish, garbage, and other waste in a clean, safe, sanitary manner in prescribed containers.
- (C) Keep all plumbing fixtures in the premises or used by resident as clean as their condition permits.
- (D) Use and operate all electrical and plumbing fixtures properly.
- (E) Personally refrain, and forbid any other person who is on the premises with his or her permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of premises.
- (F) Maintain in good working order and condition any range, refrigerator, washer and dryer, dishwasher, or other appliance, supplied under the terms and conditions.
- (G) Conduct himself/herself and require other persons on the premises with his/her consent to conduct themselves in a manner that will not disturb his/her neighbors peaceful enjoyment of the premises, or in the opinion of the owner disturb in any way the community.
- (H) Use good judgment and thoughtfulness for others for his/her apartment.
- (I) Not to commit any waste or nuisance in or about said premises.
- (J) Not to in any way, molest, or interfere with any other resident of occupant.
- (K) Not to use in a wasteful, unreasonable or hazardous manner any utility furnished by owner.
- (L) Keep any grill away from exterior. All grills must be covered with a black cover only. Any damage to exterior, grass, or other landscaping shall be charged to resident. Any violation of this shall result in a fine as stated in the community policies and procedures.

11. **Injuries or Damages.** IT IS AGREED IT IS THE RESIDENT'S RESPONSIBILITY TO PROVIDE RENTERS INSURANCE FOR THEIR PROPERTY AND SAFEGUARD AGAINST PERSONAL LOSS. THE OWNER OF THE APARTMENT COMMUNITY SHALL NOT BE LIABLE TO THE RESIDENT FOR ANY LOSS OR DAMAGE OF RESIDENT'S EFFECT. RESIDENT AGREES TO SAVE AND HOLD MANAGEMENT HARMLESS FOR ANY DAMAGES OR CLAIMS. **Initial**_____



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12. **Possession.** Failure to deliver possession of the premises at the time herein agreed upon shall not subject management to liability for damages beyond the amount of the deposit received from resident.
13. **Abandonment.** Resident's absence from the apartment of five (5) consecutive days, while all or any portion of the rent is unpaid shall be deemed abandonment of said premises, and his residency, at management's opinion, may be immediately vacated without further notice. Apartment may be re-rented without any liability of management whatsoever. Resident's liability will continue under all terms contained herein.
14. **Transferability and Cost of Collection.** This lease is not transferable by resident without prior written consent of management, nor shall resident sublet said premises without such written consent. In the event suit is necessary to enforce any of the provisions herein contained, or to recover possession, resident agrees to pay court cost, attorney fees and delinquent amounts and damages.
15. **Other Covenants.** Resident's Application to Rent and Community Policies and Procedures, current and future, are agreed to be part of this lease, and the terms, conditions, and representations shall be binding upon their heirs. Any false statements or other misrepresentations on said application by resident may be grounds for termination of this lease at the option of management.
16. **Right of Entry.** Owner reserves the right to inspect all apartments at reasonable times, and resident agrees that owner may show the apartment to prospective residents. Should owner so desire, resident agrees to vacate the premises at any time upon thirty days written notice.
17. **Notices.** Any notice to be given by either party, to the other shall be in writing, either delivered personally or sent by U.S. Mail, prepaid, to resident at the address of the premises, and to the management at the address where rent in to be paid.
18. **Expiration and Renewal of Lease.** It is agreed upon that at the end of the current Rental Agreement term, the resident must provide to owner a WRITTEN NOTICE of any intent to vacate. Such a notice must be given in writing at least sixty (60) days prior to the end of the original lease term or any renewal term. In the event that a resident fails to provide sixty (60) day written notice, the resident will remain on a month-to-month basis. At this time, owner can adjust the rental amount to the current month to month rate. Owner agrees to provide to the resident, in writing, any such adjusted rental amount sixty (60) days prior to the adjusted rate. The adjusted rental rate will become effective the first day of the month following the end of the original lease term or any renewal term. If for any reason owner deems it necessary, owner may provide to the resident a thirty (30) day notice of termination of the rental agreement. **Initial**_____
19. **Amenities.** Certain amenities are gratuitously provided for the resident's benefits and enjoyment. Interruptions in the use of those amenities do not invalidate or have any bearing on the lease terms.
20. **Severability.** If any provision in this lease shall be invalid by judgment or court order, all other provisions shall remain in full force and effect.
21. **Joint Liability.** "Resident" when used in this lease shall be construed to be plural of more than one person to this lease, and resident shall be jointly and severally liable and obligated to perform all terms, conditions, and covenants contained in this lease.
22. **Waiver.** One or more waivers of any covenant, condition, or Community Policies and Procedures by owner shall not be construed as a waiver or further breach of the same.
23. **Captions.** The captions are inserted only as matter of convenience and for reference and in no way define, limit or describe the scope of this lease not the intent of the provisions thereof.



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24. **Entire Agreement.** This lease together with any addendum attached and with the Community Policies and Procedures and any other covenants, conditions, and agreement by which reference are herein made a part of this lease constitute the entire agreement and there are no other agreements, oral or written, pertaining to this lease. Tenant acknowledges and agrees that this lease is and shall be subject and subordinate to the lien of any mortgage or deed of trust on the property of which these premises form a part, but that, at the election of any lender holding such mortgage or deed of trust, this lease may be made prior to the lien of such mortgage or deed of trust, and once Tenant has received written notice identifying, the name and

address of any such lender, tenant agrees to notify such lender by certified mail, returned receipt requested, with postage prepaid, of any default on the part of the Landlord under this lease.

I have read and agree to the terms set forth herein.

Resident Date

Occupant Date

Resident Date

Occupant Date

Resident Date

Property Manager Date

Co-signer Date