

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement"), dated this ____ day of _____, is made and entered into by and between _____, an Ohio limited liability company (hereinafter referred to as "Lessor") and _____, (hereinafter referred to as "Lessee"), and _____ (if applicable)(also "Lessee")

1. **LEASED PREMISES:** In consideration of the rents, terms, provisions and covenants of this Lease Agreement, Lessor hereby leases, lets and demises to Lessee, and Lessee hereby rents from Lessor, the following described premises (hereinafter referred to as the "Leased Premises"):

(a) The Leased Premises is located at _____, **COLUMBUS, OHIO;**

2. **TERM: ONE YEAR.** Subject to and upon the conditions set forth below, the term of this Lease Agreement shall commence on _____ and shall end at _____. Thereafter, the tenancy shall be month to month.

3. **RENT AND SECURITY DEPOSIT:**

(a) Lessee agrees to pay Lessor, commencing on the commencement date, the sum of \$_____ per month as rent under this Lease Agreement, and equal payments for the following twelve months, and month to month thereafter as determined by Lessor.

(b) The **first** monthly installment of rent shall be due and payable on or before **THE FIRST DAY OF EACH MONTH. If POSTMARKED AFTER THE 1ST, a \$10 per day late fee will be assessed thereafter, in addition to the issuance of a THREE DAY NOTICE TO VACATE after the 5th.**

1ST OF MONTH:	RENT PAYMENT MUST BE POSTMARKED
5th OF MONTH:	EVICITION PROCEEDINGS COMMENCED

It is YOUR responsibility to make sure rent is paid. We do not pick it up or make arrangements with you to obtain the payment.

(c) **Security Deposit (\$_____):** On the date of execution of this Lease Agreement by Lessee, there shall be due and payable by Lessee a security deposit in the amount of \$_____, to be held by Lessor for the performance by Lessee of Lessee's covenants and obligations under this Lease Agreement; it being expressly understood that the deposit shall not be considered an advance payment of rental or a measure of Lessor's damage in the case of default by Lessee. Upon occurrence of any event of default by Lessee or breach by Lessee of Lessee's covenants under this Lease Agreement, Lessor may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of rent and/or any damage, injury, expense or liability caused to Lessor by the event of default or breach of covenant. After application thereof as aforesaid, any remaining balance of the security deposit shall be returned by Lessor to Lessee upon termination of this Lease Agreement.

4. **UTILITY SERVICE:** Lessee shall pay the cost of all utility services, including, but not limited to, initial connection charge, all charges for gas, water and electricity used on the Leased Premises. Lessee understands and approves that lessor may agree to collect water bill with the rent. In that case, lessee fully understands that lessee's failure to pay the rent/water bill relieves lessor of advancing any payment to the water company, irrespective of any independent obligations to the contrary. Payment of water is the obligation of lessee and lessor has no responsibility to advance any such payment for lessee. In the event of utility turn off, lessee agrees to pay all costs of reconnection.

Tenant is responsible for any and all clogged or damaged plumbing, including toilets and sinks.

Failure to pay required utilities shall constitute a material default under this lease agreement.

5. **USAGE:** Lessee warrants and represents to Lessor that the Leased Premises shall be used and occupied only for the purposes of maintaining a residence. Lessee shall control its agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create any nuisance or otherwise interfere with, annoy or disturb any neighbor, nor in violation of Lessor's rules and regulations. In addition to Lessee, occupancy shall be limited to the following individuals only:

The following vehicle(s) shall be approved only for parking on the premises:

VEHICLE	LICENSE	COLOR
---------	---------	-------

It is the responsibility of Lessee to advise Lessor of any and all additional vehicles parked on site, regardless as guest, visitor, or Lessee's new vehicle. Lessor assumes no responsibility whatsoever for the impoundment or removal of any vehicle that is not approved, in writing, by Lessor.

6. **NO PET POLICY.** There shall be no dogs, cats or other pets of any kind permitted in, on or about the premises at any time.
7. **INSECTS.** Lessee shall bear all costs and liabilities associated with the eradication of bed bugs or roaches. Under no circumstance shall lessor be liable for bed bugs. Lessor shall assume responsibility for other pests. The parties agree to execute a Bed Bug Addendum to this agreement, which is incorporated herein as if fully rewritten.

8. HOLD HARMLESS/RELEASE AND WAIVER:

- (a) Lessee hereby indemnifies and agrees to save harmless Lessor, any mortgage, and master Lessor of the Project from and against all claims that arise from or in connection with the possession, use, occupation, management, repairs, maintenance, or control of the Leased Premises, or any portion thereof, and any sidewalks adjoining same. Lessee shall, at its own cost and expense, defend any and all actions which may be brought against Lessor, any mortgagee, or master Lessor with respect to the foregoing. Lessee shall pay, satisfy, and discharge any and all judgments, orders and decrees which may be recovered against Lessor, any mortgagee or master Lessor in connection with the foregoing.
- (b) In the event of any default by Lessee, Lessee agrees that Lessor shall be immediately released of any and all liability, of any nature whatsoever, including but not limited to contractual or tort liabilities, damages, claims or demands whatsoever, deriving from the lease relationship, condition of premises, or responsibilities of Lessor, and Lessee does hereby summarily release and waive the same.
- (c) Lessee understands that a playground may be dangerous and expressly assumes the risk of residing in proximity thereto and/or utilizing the same, both for Lessee, family, children, guests and other invitees. Lessee agrees to release and waive any and all claims whatsoever against Lessor deriving from the existence of the playground. Lessee agrees to supervise any and all individuals who utilize the playground and to assume all responsibility therefor.

9. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS:** Lessee, at Lessee's expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction relating to the use, condition and occupancy of the Leased Premises. Lessee will comply with the rules of the Project adopted by Lessor which are set forth on a schedule attached to this Lease Agreement. Lessor shall have the right at all times to change the rules and regulations of the project or to amend them in any reasonable manner as may be deemed advisable for the safety, care and cleanliness, and for the preservation of good order, of the Leased Premises. All changes and amendments in the rules and regulations of the Project will be sent by Lessor to Lessee in writing and shall thereafter be carried out and observed by Lessee.

10. **ALTERATIONS AND IMPROVEMENTS:** Lessee shall not make or allow to be made any alterations,

physical additions or improvements to the Leased Premises without first obtaining the written consent of Lessor. Any alterations, physical additions or improvements to the Leased Premises shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease Agreement. Lessor, at its option, may require Lessee to remove any physical additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Lessee took possession, all costs of removal and/or alterations to be borne by Lessee. This clause shall not apply to moveable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this Lease Agreement if Lessee is not then in default and if such equipment and furniture is not then subject to any other rights, liens and interests of Lessor.

11. **LESSOR'S RIGHT OF ENTRY:** Lessor shall have the right, at all reasonable hours, to enter the Leased Premises for the following reasons: inspection, cleaning or making repairs, making alterations or additions as Lessor may deem necessary or desirable, determining Lessee's use of the Leased Premises, or determining if an act of default under this Lease has occurred.

12. **HOLDING OVER:** In the event of holding over by Lessee after the expiration or termination of this Lease, the holdover shall be as a tenant at will and all of the terms and provisions of this Lease shall be applicable during that period, except that Lessee shall pay Lessor as rental for the period of such holdover an amount equal to one and one half the rent which would have been payable by Lessee had the holdover period been as a continuing part of the original term of this Lease. Lessee agrees to vacate and deliver the Leased Premises to Lessor upon Lessee's receipt of notice from Lessor to vacate. The rental payable during the holdover period shall be payable to Lessor upon demand. No holding over by Lessee, whether with or without consent of Lessor, shall operate to extend this Lease except as otherwise expressly provided.

13. **ABANDONMENT OF PREMISES and LANDLORD'S AGREED-UPON RIGHT OF IMMEDIATE POSSESSION AND ENTRY.** Lessee agrees that the undisclosed abandonment of the Premises will cause Lessor irreparable injury and harm, including potential health and safety issues for other lessees, damage and injury to plumbing, pipes, infestation, mold, and unacceptable sanitation problems. As such, Lessee expressly, unconditionally and unequivocally, authorizes Lessor to enter the premises, assume possession, remove and set out all contents and possessions, alter all locks, and otherwise assume control of the Premises in the event of any of the following after tenant has failed to remit rent as required:

- (a) Tenant has failed to respond to five or more requests for response by Landlord; or
- (b) Tenant has failed to pay utilities and has been noticed of termination by the municipality; or
- (c) Tenant has been incarcerated; or
- (d) Tenant has not appeared to reside in the residence for three weeks or more; or
- (e) Tenant has engaged in other conduct that Lessor may reasonably believe indicates an intent by Lessee to abandon the premises.

14. **DEFAULT BY LESSEE:** The following shall be deemed to be events of default by Lessee under this Lease:

- (a) Lessee's failure to pay any installment of the rent required to be paid under this Lease when the same shall be due and payable;
- (b) Lessee's failure to pay all utilities as required and/or on time.
- (c) Lessee's abandonment of any substantial portion of the Leased Premises;
- (d) Lessee's failure to refusal to abide by any rule or regulation of Lessor;
- (e) Lessee's failure to comply with any term, provision or covenant of this Lease, other than the payment of the rent;
- (f) Lessee's filing of a petition under the National Bankruptcy Act, as amended, or any similar law or statute of the United States or any state; or that as a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or that Lessee shall make as a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or
- (g) Lessee's conduct entitling a person to file a lien against the Leased Premises and/or the building and/or

the Project of which the Leased Premises are as a part and such lien is not cured or bonded over within fifteen (15) days of the date of the filing thereof.

- (h) Lessee's engagement in any illegal activity, drugs, or other behavior that in the sole discretion of landlord is immoral, unethical, or illegal, necessitating eviction, including but not limited to the use, distribution, or complicity in illegal drug use or sale.
- (i) Lessee's inaccurate, false or untrue completion of a lease application in any material portion.
- (j) Lessee's failure to comply with any aspect of its lease, applicable laws both state and federal, or other lawful obligation.

15. REMEDIES FOR LESSEE'S DEFAULT: Upon the occurrence of any event of default set forth in this Lease, Lessor shall have the option to pursue any remedy available at law or in equity, specifically including, but not limited to, any one or more of the following remedies without any notice or demand:

- (a) Terminate this Lease, and institute a forcible entry and detainer action in court on an expedited basis with the court and to pursue all remedies to the fullest extent permitted by law; and/or
- (b) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel, or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage, including attorney fees, which Lessor may suffer by reason of termination of the Lease under this subparagraph, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.
- (c) Without terminating this Lease, enter upon and take possession of the Leased Premises, changing locks if necessary and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages, and relet the Leased Premises on behalf of Lessee and receive directly the rent by reason of any reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of any reletting of the Leased Premises; further, Lessee agrees to reimburse Lessor for any expenditures made by it for remodeling or repairing in order to relet the Leased Premises.
- (d) Enter upon the Leased Premises, changing locks if necessary, without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this subparagraph caused by the negligence of Lessor or otherwise.
- (e) Tow and remove any unauthorized vehicles.
- (f) Permit law enforcement authorities to enter the premises summarily and without notice for the purpose of enforcing any criminal laws in the state of Ohio.

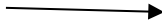
16. ACTS OF GOD: Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Lessee, so long as the performance or non-performance of the covenant or obligation is delayed, caused by or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sitdowns, materials or labor

17. CONFIDENTIALITY. Tenant unconditionally agrees that it is in the best interest of both parties to keep all aspects of their relationship confidential. Tenant expressly agrees that it will not, directly or indirectly, make any comment, utterance, publication, statement or communication to any third party whatsoever, neither during the lease term nor thereafter. In the event that tenant does so, tenant expressly agrees that landlord shall be entitled to obtain an injunction ordering the removal of any such disclosure and shall be liable in liquidated damages in the amount of one hundred dollars per day that such disclosure exists, as well as all costs and attorneys fees incurred by landlord in enforcing this provision.

NOTICES:

All rent and other payments required to be made by Lessee shall be payable to Lessor at the address set forth below:

**RENT
PAYMENTS
GO TO**



Phone: _____

16. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the landlord and tenant. No representations oral or written not contained herein or attached hereto shall bind either party.

17. SEVERABILITY. If any portion of this lease is found to be void or unenforceable for any reason, the remaining sentences, paragraph and portions shall not be affected and shall remain fully valid.

By their signature below, the parties agree to be bound by law to the obligations contained in this Agreement, its Rules and Regulations, and Any Additions Issued By Lessor.

LESSOR:

_____,
an Ohio limited liability corporation

By: _____

Its: Authorized Agent

CAUTION: THIS LEASE, WHEN SIGNED BY ALL PARTIES, IS A BINDING LEGAL OBLIGATION. DO NOT SIGN IT WITHOUT FULLY UNDERSTANDING THE LEGAL OBLIGATIONS THAT ARE IMPOSED UPON YOU. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS.

LESSEE:

Signature

Dated: _____

RECEIPT: DEPOSIT: _____

RENT: _____ (MONTH OF _____)

RECEIPT

Lessor and Lessee acknowledge remittance as follows:

DEPOSIT: _____

Address: _____

RENT: _____

(For Month of _____)

SIGNED: _____

Date: _____

RULES AND REGULATIONS

1. Lessor agrees to furnish Lessee two keys without charge. Additional keys will be furnished at a nominal charge. Lessee shall not change locks or install locks on doors without written consent of lessor. Lessee shall not make or cause to be made duplicates of keys procured from Lessor without prior approval of Lessor. All keys to leased premises shall be surrendered to Lessor upon termination of this Lease. If Lessee desires a new set of keys, the cost of obtaining such keys shall be the responsibility of Lessee.
2. Lessor will not be responsible for lost or stolen personal property, equipment, money or jewelry from the leased premises or the project regardless of whether such loss occurs when the area is locked against entry or not.
3. No dogs, cats, fowl or other animals shall be brought into or kept in or about the leased premises or project, unless approved by the written consent of landlord.
4. None of the parking, plaza, recreation or lawn areas, entries, passages, doors, hallways or stairways shall be blocked or obstructed or any rubbish, litter, trash or material of any nature placed, emptied or thrown into these areas or such area used by Lessee's agents, employees or invitees at any time for purposes inconsistent with their designation by Lessor.
5. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the building shall be borne by the person who shall occasion it. No person shall waste water by interfering with faucets or otherwise.
6. Lessee and invitees shall park their vehicles only in those parking areas designated by Lessor. Lessee shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out of date inspection stickers or license plates) on the leased premises or project. If Lessee or invitees park their vehicles in areas other than the designated parking areas or leave any vehicle in a state of disrepair, Lessor, after giving written notice to Lessee of such violation, shall have the right to remove such vehicles at Lessee's expense.
7. Lessee shall not lay floor covering within the leased premises without written approval of the Lessor. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.
8. Lessee shall maintain a drug free habitat and no disruptive behavior or excessive noise shall be permitted on the premises.
9. Lessee shall not add to its household, allow others to reside there or expand the use of the premises without the express written consent of landlord.
10. Lessee shall not allow guests or visitors onto the premises without the approval of landlord, who shall have the exclusive right to approve or disapprove the entry of such persons on the premises.

It is Lessor's desire to maintain in the building or project the highest standard of dignity and good taste consistent with comfort and convenience for Lessees. Any action or condition not meeting this high standard should be reported directly to Lessor. Your cooperation will be mutually beneficial and sincerely appreciated. Lessor reserves the right to make such other and further reasonable rules and regulations as in its judgement may from time to time be necessary, for the safety, care and cleanliness of the leased premises and for the preservation of good order therein.