

## LEASE AGREEMENT

1. PARTIES. Lease Agreement (hereinafter "Lease") is made at Perrysburg, Wood County, Ohio, on \_\_\_\_\_, 2007, by and between the Landlord \_\_\_\_\_ (hereinafter "Landlord") and the Tenants \_\_\_\_\_ (hereinafter "Tenants") for lease of the premises located at \_\_\_\_\_ (hereinafter "Premises"). The occupancy level of the Premises shall be in accordance with housing, health and zoning regulations and limited to the parties of this Lease or persons acquiring legal rights of occupancy hereunder. Occupancy of said premises shall be limited to those persons listed on this agreement. Any other person found to occupy said apartment shall be together with all parties on this Lease, charged at the rate of \$10.00 per day from the beginning of said occupancy per unauthorized person.

2. TERM. The term of this Lease shall be for the period starting at 12:00 noon on \_\_\_\_\_ and ending at 12:00 noon on \_\_\_\_\_. Tenants agree to pay liquidated damages of \$100.00 per day (not to be prorated) if they do not vacate the premises (including handing in of all keys to management) at the end of the term. The locks will be changed at Tenants' expense if ALL keys are not returned to management at lease termination.

3. RENT. Tenants shall be jointly and severally liable to pay landlord the sum of \$\_\_\_\_\_ in monthly installments of \$\_\_\_\_\_. The monthly installments shall be due, in advance, on the \_\_\_\_\_ day of each calendar month, at the office of management without any deductions whatsoever. If the due date falls on the weekend or holiday, the rent payment shall be due on the next regular business day. If Tenants attempt to make rent payment after the due date and if Landlord decides, in Landlord's sole and absolute discretion, to accept a late rent payment, then Tenants agree to pay Landlord a total late charge of \$50.00 for each late installment, which shall be due and payable immediately. The late charges shall be assessed against Tenants if they are more than five (5) days late in the payment of rent. Furthermore, Tenants shall not use their security deposit as a rent payment. For any checks refused by the bank, there will be an additional charge of \$25.00. Payments received shall be applied to damages, late charges, delinquent rent, and balance to current rent.

4. JOINT AND SEVERAL LIABILITY. Each Tenant under this Lease is jointly and severally (individually) liable to Landlord for the total rent due for the Premises, together with any and all damages and any other miscellaneous charges. If one of the Tenants fails to pay rent, damages or other miscellaneous charges, then any one of the other Tenants or any number of other tenants may be held liable by Landlord for such unpaid rent, damages or charges. However, Tenants making payments on behalf of a defaulting Tenant have the right to demand reimbursement from this defaulting Tenant.

5. UTILITIES. Tenants shall be responsible for the following utilities: cable, telephone, electric and gas and water. Tenants agree to install these particular utilities in their name by contacting the appropriate utility office. Tenants shall pay promptly all utility invoices. Landlord shall furnish no utilities other than water, which will be held in Landlord's name and billed to Tenants by Landlord through the meter in rental unit. Tenants shall conserve all utilities furnished by Landlord. Tenants may not install additional telephone lines without written approval from Landlord.

6. SECURITY DEPOSIT. Tenants shall deposit with Landlord the total sum of \$\_\_\_\_\_ which is a security deposit for the faithful performance of this Lease. This security deposit shall serve as a fund from which Landlord may receive reimbursement for unreasonable wear and tear of the apartment, or for any other amounts legally due and owing, including amounts

due to Landlord for damage Landlord suffered by Tenants' failure to comply with their responsibilities as set forth in Paragraph 8.

Tenants shall be entitled to a full refund of this security deposit if they pay the amounts due under this Lease and if they return the Premises in the same condition as it was in when they received possession, except for ordinary wear and tear; however, Tenants shall be charged by management for carpet cleaning, unless Tenants provide Landlord with a receipt to show that Tenants have cleaned the carpet. Tenants may still be charged if carpet needs to be recleaned. In order to avoid disagreements regarding the condition of the Premises, Tenants should prepare inventory checklists of the items furnished, the condition of the furnishings and the condition of the entire Premises. Tenants should prepare these checklists immediately upon obtaining possession and immediately prior to returning possession of the Premises. Tenants must furnish Landlord with a copy of any checklist within seven (7) days of starting date of Lease. Landlord is not obligated to accept any late checklist and Tenants agree that any checklist given to Landlord that is late is invalid.

Landlord shall return Tenants' security deposit, together with a statement itemizing deductions, if any, within thirty (30) days of: (a) The termination of said Lease; (b) Tenants' return of possession (including the keys); and (c) Landlord's receipt of Tenants' forwarding address. If the security deposit is insufficient to compensate Landlord for the damages, Landlord shall give written notice to Tenants of the nature and amount of the deficiency. Tenants shall pay the amount of the deficiency to Landlord within thirty (30) days of receipt of such notice.

All repairs necessitated and required to the fixtures, plumbing and appliances, other than normal wear and tear, shall be made by Landlord and charged to Tenants. All broken exterior glass and/or screens shall be reported immediately by Tenants to Landlord, and the cost of replacing the exterior glass and/or screens shall be charged to the Tenants unless Tenants can establish that the exterior glass and/or screens were broken by persons other than Tenants and Tenants' guests and invitees.

7. **RESPONSIBILITIES OF LANDLORD.** Landlord shall comply with all duties imposed upon Landlord by the applicable provisions of all state laws, municipal codes, regulations or ordinances governing the maintenance, construction, use or appearance of the Premises and the property of which it is part, and in particular: (a) Landlord shall keep all common areas of the Premises in a safe and sanitary condition; (b) Landlord shall make timely all repairs necessary to put and keep the Premises in a fit and habitable condition and in compliance with the Wood County Health, Safety and Sanitation Regulations of Structures and Vacant Lots and Perrysburg, Ohio Fire Prevention Code; (c) Landlord shall maintain in good safe and working order all electrical, plumbing, sanitary, heating, ventilating and air conditioning systems, fixtures and appliances; (d) Landlord shall sanitarily dispose of all rubbish; (e) Landlord shall exterminate any insects, rodents or other pests on the Premises, however there may be charges to Tenants for this service; (f) Landlord shall respect Tenants' right to privacy. Except in the case of an emergency, Landlord shall give Tenants twenty-four (24) hours notice of the intent to enter the Premises, and Landlord shall enter only during reasonable hours. Landlord agrees to enter only after knocking, to leave the Premises in as good condition as when entered, to clean and remove dirt or debris that may result from the performance of maintenance and repairs, and to lock the rental unit when leaving, unless otherwise requested by Tenants.

8. **RESPONSIBILITIES OF TENANTS.** Tenants shall comply with all duties imposed upon them by the applicable provisions of all state laws, municipal codes, regulations and ordinances, and in particular: (a) Tenants shall keep safe and sanitary that part of the Premises which Tenants occupy and use; (b) Tenants shall dispose of all rubbish, garbage and other waste in

a clean, safe and sanitary manner; (c) Tenants shall keep in a clean condition all plumbing fixture in the Premises; (d) Tenants shall use and operate all electrical and plumbing fixtures properly; (e) Tenants shall not place any foreign objects in toilets or drains; (f) Tenants shall personally refrain, and forbid any other person who is on the Premises with Tenants' permission, from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or other part of the Premises; (g) Tenants shall use and operate properly any range, refrigerator, washer, dryer, dishwasher or other appliances supplied by Landlord; (h) Tenants shall conduct themselves, and require other persons on the Premises with Tenants' consent to conduct themselves, in a manner that will not disturb the neighbors' peaceful enjoyment of the community; (i) Tenants shall inform Landlord of any condition, whether caused by Tenants of due normal use of the Premises, which should be corrected in order to preserve the condition of the Premises; and (j) Tenants shall give consent for Landlord to enter the Premises at reasonable times and upon reasonable notice in order to inspect, make ordinary, necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services or exhibit the Premises to prospective or actual purchasers, mortgages, tenants, workers or contractors. In the event of an emergency, Tenants shall permit Landlord to enter the Premises immediately without the usual notice.

9. **LIABILITY.** Landlord shall not be liable to Tenants, nor to their guests, for damage or loss to person or property caused by other persons, including theft, burglary, assault, vandalism or other acts or crimes. Unless Landlord or the agents of Landlord are negligent, Landlord shall not be liable to Tenants, nor their guests, for personal injury or property damages (furniture, jewelry, clothing, etc.) caused by sewer backup, interruption of utilities or other occurrences. Tenants are strongly urged to acquire renter's insurance to protect against loss from property damage or personal liability.

10. **SUBLEASING.** Tenants shall not sublease the Premises without Landlord's written consent; but this consent shall not be withheld unreasonably. Upon receipt of this written consent, Tenants shall pay Landlord a total sum of \$100.00 as a subleasing fee.

11. **LAWFUL USE.** Tenants shall use the Premises in a lawful manner. Tenants shall not permit violation of any laws, including those pertaining to possession or use of alcohol or drugs. Tenants shall use the Premises as a residential dwelling; thus Tenants shall not disturb nor annoy other residents of the apartment community or the neighborhood. Tenants shall not cause nor maintain any dangerous, noxious or offensive activity which might constitute a nuisance to others.

12. **PARKING.** Tenants shall register their motor vehicles with Landlord. Tenant shall park in a properly designated parking area and nowhere else. Unregistered vehicles and vehicles in unauthorized areas may be towed away at owners expense. Visitors must obtain a visitors pass or park elsewhere. Visitors passes may be obtained only by parents or close relatives as determined by Landlord.

13. **PETS.** Tenants shall not have a pet upon the Premises, unless permission is granted through an attached pet addendum. In the event of Tenants' failure to comply with this clause, the deposit funds of all parties to this agreement in full shall apply to administrative expenses, damages and legal fees relating to the enforcement of this clause. Management shall automatically charge Tenants for professional extermination of unit and carpet cleaning upon termination of lease. In addition, further action or remedy (i.e., eviction) may be initiated in the event that Tenants violate this clause.

14. **KEYS.** Management shall provide Tenants with two (2) keys per Tenant to Premises. Tenants shall not have copies of such keys made without the express consent of Landlord. No Tenant shall alter any lock or install a new lock, knocker, peephole, or other attachment on any door

of tenant owing to abuse, damage or loss of keys. At the termination of this Lease, Tenants shall return all original keys to Landlord. Landlord, reserves the right to change the lock at Tenants' expense if all ORIGINAL keys are not returned at lease termination. Lost keys will be charged to Tenants at Five Dollars (\$5.00) each. Landlord reserves the right to change the lock when keys have been lost.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first mentioned above.

LANDLORD:

TENANTS:

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