

Residential Lease Package

[Redacted]

LANDLORD

[Redacted]

[Redacted]

TENANT

April 1, 2011

LEASE START DATE



RESIDENTIAL LEASE PACKAGE

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RESIDENTIAL LEASE AGREEMENT

This agreement, dated April 16, 2011, is between [REDACTED]

1. LANDLORD:

The Landlord(s) and/or agent(s) is/are and will be referred to in this Lease Agreement as "Landlord."
[REDACTED]
(Landlord)

2. TENANT:

The Tenant(s) is/are:
[REDACTED]

and will be referred to in this Lease as "Tenant."

3. RENTAL PROPERTY:

The Landlord agrees to rent to the Tenant the property described as a(n) house located at [REDACTED] with 3 bedroom(s) and 2 full bath(s), which will be referred to in this Lease as the "Leased Premises."

4. TERM OF LEASE AGREEMENT:

The term of the Lease Agreement is for six months to commence on April 1, 2011.

5. USE & OCCUPANCY OF PROPERTY:

A. The only person(s) living in the Leased Premises is/are: [REDACTED]

- B. Any change in the occupancy will require written consent of the Landlord.
- C. Any change in occupancy may be subject to an adjustment in the amount of rent.
- D. The Tenant will use the Leased Premises only as a residence.

6. AMOUNT OF RENT:

A. The amount of the Rent is \$600.00 to be paid monthly.

7. DATE RENT IS DUE:

- A. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.
- B. Rental payments are made payable to [REDACTED]
- C. Rental payments may be delivered to the Landlord at: [REDACTED]

8. LATE FEE:

- A. If the rent or any other charges are not received by the Landlord on or before 5 days after the rent due date, Tenant must pay a late fee of \$20 in addition to the rent.
- B. Rental payments paid late 3 times within a 12 month period creates a default of the Lease Agreement.
- C. Payments received by Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due.

9. RETURNED PAYMENTS:

- A. A returned payment fee of \$50 will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.
- B. If there are more than 2 instances of returned payments, Tenant(s) agree that the Landlord may require all future payments to be made only by Certified Check, Money Order, or Cash.
- C. If your financial institution returns your rental payment and causes the rental payment to be late, a late charge will apply.

10. SECURITY DEPOSIT:

- A. The Tenant(s) have paid to the Landlord a Security Deposit of \$600.00.
- B. The Tenant(s) have paid the Landlord a Pet Security Deposit of \$200.00.
- C. The Security Deposit is intended to pay the cost of damages, cleaning, excessive wear and tear, and unreturned keys once the Lease Agreement has ended and/or for any unpaid charges or attorney fees suffered by the Landlord by reason of Tenant's default of this Lease Agreement.
- D. Tenant may be responsible for any unpaid charges or attorney fees, suffered by the Landlord by reason of Tenant's default of this Lease in accordance to state and local laws and regulations.
- E. Under no circumstance can the Security Deposit be used as payment for rent and/or other charges due during the term of this Lease Agreement.
- F. The Leased Premises must be left in good, clean condition with all trash, debris, and Tenant's personal property removed. The Leased Premises shall be left with all appliances and equipment in working order.
- G. Landlord's recovery of damages will not be limited to the amount of the Security Deposit.
- H. Provided the Tenant(s) fulfill all of the obligations of the Lease Agreement, the Landlord will return either an itemized accounting for charges with any balance of the security deposit or the entire security deposit to the Tenant within 60 days.

11. UTILITIES & SERVICES:

- A. Tenant is responsible for the following utilities and services: Trash and Recycling, Electricity, and Water and is required to register the utilities and services in Tenant's name. Tenant understands and agrees that essential services are to be maintained and operational at all times.

12. APPLIANCES:

- A. Landlord will supply and maintain: (none)
- B. Tenant must have written approval before installing any appliance. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the Tenant. Tenant agrees he/she is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

13. MAINTENANCE AND REPAIRS:

Landlord shall be responsible for repairs in or about the Leased Premises unless caused by the negligence of the Tenant. Tenant will be responsible for any repairs caused by his/her negligence.

- A. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any such repair of which the Tenant becomes aware.
- B. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
- C. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.
- D. Tenant must abide by all local recycling regulations.
- E. The Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.
- F. The Tenant is not permitted to paint, make any alterations, improvements or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.
- G. The Tenant is responsible for removing snow and ice from stairs and walkways.
- H. The Tenant shall maintain the lawn and landscaping by cutting grass, removing weeds and pruning trees.
- I. The Tenant shall provide his or her own pest control services.
- J. Tenant must replace and/or clean the filters for the heater and/or air conditioner on a regular basis.

14. CONDITION OF PROPERTY:

- A. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- B. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.
- C. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

15. PETS:

The following pets are allowed: 1 cat, 1 dog. There may or may not be a deposit required for a dog.

16. SPECIAL TERMS AND CONDITIONS:

The Landlord and Tenant agree to the following extra services, charges and/or special terms:

No more than 5 people occupying home. If more than one smoker lives in the house, smoking must be done outside.

No painting of any walls. Any modifying of house or property must have permission from landlord. No more than 1 cat and 1 dog. Pet deposit may be required if dog is kept on property.

No satellite or anything mounted on the house or roof.

Driveway condition, and condition of the garage finished room are as is. Landlord will fix when possible.

17. RULES AND REGULATIONS:

- A. Late fees are strictly enforced and any unpaid fees will not be waived.
- B. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
- C. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before.
- D. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
- E. The Tenant shall abide by all Federal, State, and Local laws.
- F. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- G. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- H. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
- I. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
- J. Under no circumstance may a stove, oven or range be used as a source for heat.
- K. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
- L. The Tenant shall use ventilating fans at all times when bathing and cooking.
- M. All windows and doors must remain closed during inclement weather.
- N. The Tenant shall notify Landlord of any pest control problems.
- O. The Tenant must notify Landlord of any changes in employment.
- P. The basement and/or attic may not be modified for the use as living quarters without written permission of the Landlord.
- Q. Trampolines are not permitted on the Leased Premises.
- R. Waterbeds and liquid furniture are not permitted without the written permission of the Landlord.
- S. The Tenant must obtain written permission to install a satellite system or antenna on or around the Leased Premises.
- T. The Tenant may not store or park a recreational vehicle, commercial vehicle, or watercraft on Leased Premises without Landlord's written permission.
- U. The use of any provided swimming pool or hot tub is at the Tenant's own risk. The Tenant further understands that any interruption of use will not alter or change any of the terms of this Lease.

18. ADDENDUMS:

The following Addendums, attached to this Lease Agreement, shall become part of this Lease Agreement:

- A. Tenant Pet Agreement
- B. Zero Tolerance for Criminal Activity

19. INSURANCE:

Tenant agrees to be solely responsible for any damage to or loss of the Tenant's personal property. Accordingly, the Tenant is strongly encouraged to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the State. This policy must become effective on or before the beginning date of this Lease Agreement.

20. SECURITY NOT PROMISED:

The Tenant has inspected and acknowledges that all door and window locks, fire extinguishers, security alarm systems, smoke detectors and/or carbon monoxide detectors are in sound working order. Tenant further understands and acknowledges that although the Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security.

21. RIGHT OF ENTRY:

- A. Landlord and/or his agents, with 24 hours written notice have the right during the term of this Lease Agreement to enter during reasonable hours to inspect the premises, make repairs or improvements or show prospective buyers and/or Tenant(s) the property.
- B. In the event of an emergency, Landlord reserves the right to enter Leased Premises without notice. It is required that Landlord have a working set of keys and/or security codes to gain access to the Leased Premises.
 - I. Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Landlord.
 - II. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.
 - III. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

22. ENDING OR RENEWING THE LEASE AGREEMENT:

- A. At the end of the Lease term, this Lease Agreement shall automatically continue for an additional Lease term until such time Landlord and/or Tenant provide a written notice of 30 days prior to the end of the Lease Agreement or Lease renewal period.

23. NOTICES:

- A. Any notice, required by the terms of this Lease Agreement shall be in writing.
- B. Notices sent to the Landlord may be sent to the following:



- C. Notices may be given by either party to the other in any of the following ways, or any other manner provided for by law:
 - I. Regular mail
 - II. Personal delivery
 - III. Certified or registered mail, return receipt requested
 - IV. E-mail

24. ABANDONMENT:

If Tenant vacates the Leased Premises before the end of the Lease term without written permission from the Landlord, the Leased Premises is then considered to be abandoned and Tenant is in default of this Lease Agreement. Under these circumstances, Tenant may be responsible for damages and losses allowed by federal, state and local regulations.

25. LANDLORD'S REMEDIES:

If Tenant violates any part of this Lease Agreement including non-payment of rent, the Tenant is in default of this Lease Agreement. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Premises as well as seek judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.

26. SUBORDINATION:

This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

27. CONDEMNATION:

If the whole or any part of the Leased Premises is taken by any authority having power of condemnation, this Lease Agreement will end. Tenant shall peaceably vacate the Leased Premises and remove all personal property and the lease terms will no longer apply. The Tenant, however is responsible for all rent and charges until such time that Tenant vacates the Leased Premises.

28. ASSIGNMENT OR SUBLEASE:

Tenant agrees not to transfer, assign or sub-lease the Leased Premises without the Landlord's written permission.

29. JOINT AND SEVERAL LIABILITY:

The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement, each Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

30. MISREPRESENTATION:

If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease.

31. BINDING OF HEIRS AND ASSIGNS:

All provisions, terms and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

32. SEVERABILITY:

If any part of this Lease Agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

33. GOVERNING LAW:

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.

34. PARAGRAPH HEADINGS:

Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

35. ENTIRE AGREEMENT:

- A. Landlord and Tenant agree that this Lease Agreement and any attached Addendums, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.
- B. Tenant acknowledges the receipt of any disclosures required by the State of Ohio as well as any disclosures required by federal, state, and local jurisdictions.

NOTICE: This is an important LEGAL document.

- You may have an attorney review the Lease Agreement prior to signing it.
- You are giving up certain important rights.
- If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default or default of the remaining provisions.
- Time is of the essence in this Lease Agreement.

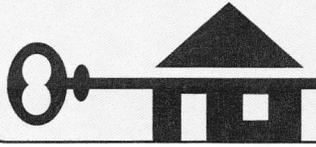
By signing this Lease Agreement, the Tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, Rules and Regulations of this Lease Agreement including any addendums and that he/she has received the following:

1. Copies of all Addendums, Rules and Regulations, Special Terms and Conditions, and Applications.
2. All necessary Key(s), Garage Door Opener(s), Security Card(s), and/or Auto Sticker(s) to the Leased Premises.

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Landlord/Agent Signature: _____ Date: _____



UTILITY COMPANY INFORMATION

As a courtesy, we are providing the utility company information for the property to assist you with moving in.

IMPORTANT:

Before the Lease begins and/or you move in, you must contact the utility companies to activate service. The Tenant may not move in until the utilities are registered in their name. If the Tenant fails to activate any utility services before the Lease begins, the Tenant will be responsible for re-lighting any of the Gas pilots and for all Tenant utility charges.

The Tenant is responsible for all utility activation fees.

Please take the time to locate and familiarize yourself with the location of the gas and water shutoff valves and the electric fuses and/or breakers.

Carbon Hill Water Assoc
OH
Phone: 740-753-3679

Electricity AEP
OH
Phone: 1-800-277-21

Nelsonville TV Cable
OH
Phone: 740 753 - 2686

Trash Removal - Brian Sutton
OH
Phone: 740-380-6447

Find USPS change-of-address forms at <http://moversguide.usps.com>.

PET ADDENDUM



This LEASE ADDENDUM is incorporated into and made part of the lease executed by the Landlord and the Tenant referring to and incorporating the leased premises.

Type of Pet: _____ Name: _____ Breed: _____

Weight / Size: _____ Age: _____ Other: _____

All dogs and cats must wear vaccination tags attached to a collar that is worn at all times. The Tenant will maintain a valid rabies vaccination certificate issued by a licensed veterinarian. It must include the animal's name, description, age, date and type of vaccination. The Tenant must renew all pet registrations annually, and provide a copy of the registration to the Landlord.

Cats and dogs must be neutered/spayed. Any reptile, fish or pet that is considered a poisonous species is prohibited. The Tenant cannot maintain exotic animals or livestock in the rental home, grounds or community property. The breeding of privately owned animals is prohibited.

Any damage to the leased premises caused by a pet or an aquarium leak must be immediately repaired, cleaned and/or replaced at the Tenant's expense (including but not limited to stained carpets, broken window shades or blinds, and scratched and chewed cabinetry). The Tenant must protect all carpeting from odor, infestation and stain by cleaning it annually. The Landlord reserves the right to inspect the Leased Premises (while providing proper notice) periodically in order to assess any possible damages.

Continual reports of excessive animal noise (such as a barking dog or loud bird) will be grounds for the Landlord's withdrawal of permission, after which the Tenant will have to remove the pet(s) from the premises immediately. Pet owners must ensure the proper disposal of a deceased animal according to state and local regulations. Burial of the deceased pet on the property grounds is strictly prohibited. When outdoors, all pets must be on a leash and under the control of a mature and responsible individual. Pets may not be tethered or left unattended outside at any time. Pets are barred from any community area such as playgrounds, pools and game courts.

The Tenant agrees to clean and properly dispose of all pet waste, both inside and outside the rental property, on a daily basis. No excrement is to remain on the grounds. Security and/or pet deposits are only refunded after the property has been vacated and examined by the management.

Service Animals are not pets, but provide assistance to disabled residents. By law, the Landlord must allow service animals for Tenants who have an apparent or verified need that they require them in order to afford a disabled Tenant fair use and enjoyment of the facilities. Additional deposits and or pet rent are not required for service animals, but Tenant(s) are responsible for cleaning up after the animal. Tenant(s) are also responsible for any damage done to the unit, building or grounds, beyond reasonable wear and tear. Service animals must meet local and state laws for vaccinations. Landlord requires the animal to be housebroken and neutered or spayed.

If the Tenant violates any part of this Addendum, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenants default.

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Landlord's Signature: _____ Date: _____

ADDENDUM: ZERO TOLERANCE FOR CRIMINAL ACTIVITY



This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The Landlord has zero tolerance for criminal activity in or around the Leased Premises.

This policy applies to the Tenant, residents, guests, and/or family members. The Landlord will immediately report any evidence of criminal activity to the proper authorities, and the Tenant's engagement in any criminal activity is a default of the Lease.

The Tenant understands his/her responsibility to call 911 and report any suspicious activity observed, and then notify the Landlord.

The Tenant understands that domestic disturbances not only infringe on the neighbors' peaceful enjoyment of their property, but are also a default of the Lease.

In the event of any criminal activity in which the Tenant is directly or indirectly involved, the Landlord will take the legal measures necessary to evict the Tenant(s) from the Leased Premises. This includes but is not limited to illegal drug activity, gang involvement, and domestic disturbances.

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with state and local regulations.

Tenant's Signature: _____

Date: _____

Tenant's Signature: _____

Date: _____

Tenant's Signature: _____

Date: _____