

## LEASE AGREEMENT

**PARTIES:** This Lease Agreement is made in Athens County, Ohio this \_\_\_\_\_ day of 2017 by and between ABC Russell Rentals, LLC, whose address is 8717 Buckley Run Road, Athens, Ohio, hereinafter referred to as "LANDLORD", and the following individual(s):

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Hereinafter referred to as "TENANTS".

**LEASED PREMISES:** Landlord leases to Tenant(s) the following described property at the following address: **13 Miller Street, ATHENS, OHIO** and the leased premises shall not be occupied by more than 3 unrelated individuals. The Tenants listed above are the only persons allowed to reside and lease in said premise for said term. The term "premises" or "leased premises" as referred to in the Lease includes the rental unit, any porches, yards, patios or other area used in conjunction with the rental unit.

**LEASED TERM:** Tenant shall occupy the leased premises for a term of \_\_\_\_\_ months

commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

The Lease shall commence at 8:01 a.m. on the first day of the Lease term as described in this paragraph, and shall end at 5:00p.m. on the last day of the Lease term as described in this paragraph. In the event that Tenants have not vacated premises by 5:00p.m. then they shall be assessed a fee of one hundred dollars (\$100.00) per hour until such time that premises are vacated. Landlord will exercise his best efforts to deliver possession of the premises upon commencement of this Lease, but will not be liable for any damages to Tenants other than a daily proration of refund of the rent to the date upon which occupancy is available to Tenants.

**RENTAL PAYMENTS:** Rent shall be payable in full monthly, no later than the **FIRST DAY** of the month at the mailing address of the Landlord. If rent is not received by the **FIFTH DAY** of the month, postmarked before midnight of the day indicated, there will be fifteen dollars (\$15.00) per day late fee penalty charged for every day it is late after the fifth day of the month. Any portion of the rent not paid by the 5<sup>th</sup> day of the month shall be deemed a breach of the terms of the Lease. Landlord may decide in his/her sole and absolute discretion whether the terms of this Lease are breached by late payment of rent.

Any rental payment made by check shall be charged a processing fee of thirty-five dollars (\$35.00) if it is returned for insufficient funds.

The total rental amount is \$\_\_\_\_\_. Payable in \_\_\_\_\_ equal installments of \$ \_\_\_\_\_

Furthermore, Tenants shall not use their security deposit as a rental payment. The failure by the Landlord to enforce this provision in any given period shall not constitute a waiver of any remedy to the Landlord or to collect said delinquent rent.

**SECURITY DEPOSIT:** Tenants shall deposit with Landlord the total sum of \$\_\_\_\_\_ Dollars which is security for the faithful performance of this Lease. The security deposit shall serve as a fund from which Landlord may receive reimbursement for unreasonable wear and tear of the rental unit, or for any other amounts legally due and owing, including the amounts due to Landlord for damages caused by Tenants, or Tenants' guests, or for Tenant's failure to comply with their responsibilities under the terms

of this Lease. If Landlord must repossess the rental unit because of abandonment, default, or breach of this Lease by Tenants, Landlord may apply the security deposit to all damages suffered to the date of possession, and Landlord may also retain the balance of the security deposit to apply to damages that may accrue during the tenancy of the controversy or resolving Tenants' obligations under this Lease agreement. Landlord shall return Tenant's security deposit, together with a statement itemizing deductions from the security deposit within thirty (30) days of completion of the three following events: (a) the termination of this Lease, (b) Tenants' return of possession (including keys), and (c) Landlord's receipt of Tenants' forwarding address. If the security deposit is insufficient to compensate Landlord for damages caused during Tenants' occupancy of the premises, Landlord shall give written notice to Tenants of the nature and amount of deficiency. Tenants shall pay the amount of the deficiency to Landlord within thirty (30) days of receipt of such notice.

**OCCUPANTS:** Tenants acknowledge and agree that Landlord is permitted to have 4 unrelated occupants reside in the rental unit. The rental unit is leased to the same individual(s) as on page one (I), and no other permanent occupants of the premises shall be permitted under the terms of this agreement.

**PETS:** No Pets are allowed.

**JOINT AND SEVERAL LIABILITY:** Each Tenant under the terms of this Lease is jointly and severally (individually) liable to Landlord for any and all damages and any other miscellaneous charges. If one of the Tenants fails to pay for damages or other miscellaneous charges, then any one of the other Tenants or any number of the other Tenants are liable by the Landlord for such unpaid damages, or charges. Further, Tenants are responsible for the cost or damages caused by their guests at the rental unit.

**UTILITIES:** Tenants shall be fully responsible for all utilities used at the premises. Tenants shall pay said utilities on a monthly basis, directly to the Utility Company. Tenants shall be solely responsible for all hook-up or installation fees charged by the utilities for the utilities they seek to have at the premises.

**CONDITION OF PREMISES AT COMMENCEMENT OF LEASE:** Tenants acknowledge they have reviewed the rental unit, and they are satisfied with the cleanliness and condition of same at the time of the commencement of their occupancy of the premises. Tenants, with cooperation of the Landlord, will complete a check-in sheet, recording any damages and defects in the rental unit. The check in sheet is due no later than 48 hours after move in by said Tenants. Except as provided in the check-in sheet, Tenants acknowledge that the unit is in good and acceptable repair. Tenants further agree that Landlord has made no promises with respect to the condition of the leased premises other than those in this Lease. If Tenants fail to complete a check-in sheet, Tenants agree that the unit is in good and acceptable repair, and Tenants shall be liable for the condition of the premises upon vacating the leased premises, normal wear and tear excepted.

**CARE AND USE OF PREMISES DURING LEASE TERM:** Tenants will maintain the rental unit and appliances in the unit in good clean condition. Tenants agree not to commit waste on the premises, or to maintain or permit any type of nuisance or any other unlawful activity. Tenants shall not put any locks on any doors including bedroom doors unless arrangements are made to utilize locksmith designated by

Landlord. Any such lock will be forfeited to the property owner at termination of Lease. Tenants shall refrain from permitting loud noise, or other activities, which would interfere with neighbor's enjoyment of their property. Loud parties and the playing of televisions, radios, or other sound equipment, in a manner disturbing other individuals in the neighborhood shall be prohibited. Tenants shall not paint any of the premises without the prior written consent of the Landlord, and all carpets, floors, walls, bathroom and kitchen fixtures, stoves, refrigerators, and other features and fixtures of the premises shall be kept clean and sanitary. Tenants agree to remove all trash and rubbish from said premises on a weekly basis, and Tenants shall keep the premises free of debris. Further, Tenants shall not nail items to the walls or put any holes in walls whatsoever. There is a washer/dryer hookup available for tenants to use.

**DAMAGES AND REPAIRS OF PREMISES DURING LEASE TERM:** Tenants shall pay for all repairs to the premises and appliances that are necessary because of Tenants' negligence or abuse, and the cost of said repair shall be paid by Tenants within fourteen (14) days of the date Tenants receive an invoice or bill from Landlord. Landlord shall not be liable for personal injury or property damage resulting from any activity or occupancy of the rental unit. Tenants shall report any necessary repairs to the Landlord. Certain damages may occur with regularity and Tenants agree to the following minimum charges for such damages: Ten Dollars (\$10.00) for key not returned to the Landlord; Thirty Dollars (\$30.00) for an unclean refrigerator, stove or other appliance; Thirty-Five dollars (\$35.00) for trash left in the unit, Forty Dollars (\$40.00) per hour for cleaning premises. Tenants agree to remove all trash, rubbish, and debris at least weekly from the leased premise and otherwise maintain the rental unit in a clean and reasonable condition.

**TERMINATION:** Tenants will thoroughly clean the leased unit and restore it to its original condition, normal wear and tear excepted, or pay Landlord the cost of doing so. Any alterations made by Tenants without prior approval of Landlord shall be removed at the expense of Tenants, if Landlord requires it. Any alterations made by Tenants with prior approval of Landlord will remain part of the unit. Tenants agree to pay for all cleaning necessary (including carpets) to restore the unit to satisfactory condition for new tenants. It is agreed that these charges are deducted from Tenants' security deposit prior to its return.

Tenants will lock all doors and windows, clean unit completely, return keys to Landlord. Tenants shall have utilities taken out of Tenants' names and arrange to pay the final utility bills. Tenants will personally notify Landlord of the date Tenants vacate the leased premises, and will provide Landlord with a forwarding address and telephone number.

Upon vacating the leased premises and terminating this Lease, Tenants shall remove all personal property. Landlord may remove and dispose such property if Tenants fail to remove such property, at the expense of Tenants. Landlord shall not be liable to Tenants for any loss or damage to such property. Landlord will deem such property abandoned and may sell the property at public or private sale without notice to Tenants.

**RESPONSIBILITIES OF THE LANDLORD:** The Landlord shall be responsible for upkeep of the property in accordance with the Housing and Building code for health and safety standards.

**RESPONSIBILITIES OF TENANTS:** The Lessee shall *comply* with all duties imposed upon Lessee by the applicable provision of all state laws, municipal codes, regulations and ordinances.

**LANDLORD'S RIGHT TO ENTER:** Tenants will permit Landlord to enter upon the premises at all reasonable times and always after twenty four hour notice for inspection, repair or improvement. Landlord may enter the premises without notice in an emergency, as permitted by law. Landlord may show the leased premises during reasonable hours to prospective Tenants or purchasers.

**DEFAULT:** Any failure by Tenants to pay rent when due or perform any term thereof, shall at the option of the Landlord terminate all rights of Tenants hereunder. In the event that Tenants shall be absent from premises for a period of five (5) consecutive days, while in default Tenants shall, at option of Landlord, be deemed to have abandoned the premises and any property left shall be considered abandoned and may be disposed of by Landlord as Landlord shall see fit. All property on premises is hereby subject to a lien in favor of the Landlord for payment of all sums due hereunder to the maximum extent allowed by law. In the event of default by Tenants, Landlord may elect to (a) continue the Lease in effect and enforce all Landlord rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of the Tenants' rights hereunder and recover from Tenants all damages incurred by reason of breach of the Lease, including the cost of recovering the premises, and including the worth at the time of such termination or at the time of award.

**LIABILITY:** Landlord shall not be liable for any theft, destruction, loss or damage to any property of Tenants, or their guests. Tenants must provide their own personal renter's insurance, if they so desire. Landlord shall not be liable to Tenants for any act of violence, nor shall Landlord be liable for damages caused by failure of heating equipment or from plumbing, or other pipes or fixtures, or sewage, nor for any damage arising from the acts of neglect of other Tenants of said premises, or the elements or damages arising from acts which Landlord cannot control.

It is the intent of this Lease, to comply with Landlord/Tenants Laws as outlined in Ohio Revised Code, Chapter 5321.

Tenants agree to the terms and conditions of the Lease. In Witness Whereof, the parties have caused the Agreement to be executed effective the day and year first above written.

Tenants:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_