

Rental Agreement

This lease, has been entered into this _____ day of _____, 2006 between _____, (hereinafter referred to as Landlord and/or Lessor), and _____, (hereinafter referred to jointly and severally as Lessee or Lessees). Lessor, in consideration of the rent to be paid, and the covenants and conditions to be performed by the Lessee(s) does hereby lease the following described Premises, a _____ bedroom unfurnished house located at _____, _____, Ohio, County of _____, (hereinafter referred to as the Premises).

The term of the lease shall be for one year from noon of _____, 2006 to noon of _____, 200_____. Lessee agrees to pay as rent for Premises the total sum of \$_____ (_____ thousand _____ hundred _____ dollars and _____ cents). This sum will be paid without demand in twelve (12) equal monthly installments of \$_____ (_____ dollars and _____ cents) after any applicable prorated rent. The monthly rent is due in advance on or before the first day of each month during the lease term. All rent received after the fifth day of each month shall be subject to a \$_____.00 late charge plus _____ dollars per day after the fifth day of the month until paid in full. All rent is to be paid by check or money order and made payable to _____ [Landlord].

If there is more than one Lessee, the monthly rental payment must be by one check or money order. Payments must show Lessee's name, address, and remitter's phone number. Any payment that is returned from the bank is subject to a Thirty Dollar (\$30.00) returned check charge, and if applicable, the late charge noted above.

SECURITY DEPOSIT: Lessee agrees to deposit with the landlord prior to obtaining possession of the premises a security deposit in the amount of \$_____ (_____ hundred _____ dollars and _____ cents). Lessee agrees that the security deposit is not to be used in lieu of rent at anytime during the lessee's tenancy. Lessee agrees to complete and submit to lessor a move-in checklist indicating the condition of the premises as the lessee received it within one week of obtaining possession of the premises. Lessee agrees to complete and submit to lessor a move-out checklist documenting the condition of the premises at move-out within one week of vacating the premises. If necessary, lessee understands that the security deposit will be used for, but not limited to, the following items: damages to the premises beyond normal wear and tear, unpaid utilities, unpaid rent, unpaid fees, re-rental expenses, etc. Lessee understands that his/her liability for such damages is not limited to the amount of the security deposit but that such liability can go beyond the amount of the security deposit.

THE LESSOR AND LESSEE(S) ALSO AGREE TO THE FOLLOWING COVENANTS AND CONDITIONS

OCCUPANCY/SUBLETTING/USE: Lessee agrees that only those persons that have signed this document shall occupy the Premises. No person shall be released from or added to this lease without first obtaining the written approval of changes from Lessor. Lessee agrees that the Premises, or any part thereof, will not be assigned or sublet without written consent of Lessor. If such changes are agreed upon, all parties herein agree to pay any reasonable and normal application fees and to make the necessary changes to the lease before the changes are valid. Lessee agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose reasonably deemed hazardous by Lessor because of fire or any other risk or in any other manner which would disturb the peaceful, quiet enjoyment of any other neighbor of the Premises.

Lessor reserves the right of eviction for all the illegal manufacture, distribution, or use or other illegal activities in connection with controlled substance(s). A criminal conviction shall not be necessary before Lessor can institute an eviction action based thereupon.

LOCKS/KEYS: All issued keys must be surrendered to Lessor at Lessor's place of business upon termination of the lease, or a charge of Forty Dollars (\$40.00) per lock will be assessed to Lessee. Keys may not be duplicated by Lessee. Lost keys will be replaced at a cost of Four Dollars (\$4.00) per key during regular business hours. Lockouts during non business hours will be at the rate of Twenty Dollars (\$20.00) plus Ten Dollars (\$10.00) per hour after Eight P.M. payable in cash at time of entry.

PETS: Pets are allowed under this rental agreement. Any damages caused thereby shall be the responsibility of the lessee.

INSURANCE: Lessor is not responsible for any personal property on the Premises. Lessee will be responsible for and is required to insure all Lessee's personal property on the Premises and hereby relieves the Lessor of all risk that can be insured thereunder.

PARKING: Vehicles improperly parked, blocking aisles, or cars will be towed. All motorized vehicles are restricted to designated areas only and must use ordinary traffic lanes of ingress and egress.

UTILITIES AND SERVICES: The Lessee shall pay (if checked): ___ Electricity, ___ Gas, ___ Water, sewage, and storm water, ___ Cable TV. The Lessee agrees to pay for any and all other utilities, related deposits and charges on the Lessee's utility bills. The Lessee shall not allow utilities, other than cable, to be disconnected by any means (including non payment of bill) until the end of the Lease term or renewal period. If sub-metering or bill-back percentages are necessary for a utility, the Lessee will be

responsible for said utility as if it was a direct billing and late fees will be assessed if not paid and could result in the termination of said utilities. Any premises that has utilities included is only for reasonable use and any utility usage that is excessive or misused will be the responsibility of the Lessee.

QUIET ENJOYMENT AND RULES: Lessee shall have peaceful and quiet enjoyment of Premises, provided all lease terms, rules and regulations are met. This does not cover disturbances and noise by others which are of a civil or criminal matter, not the responsibility of the Lessor. Lessor, however, has the right to occupy a portion of the premises at her discretion provided she gives 30 (thirty) days written notice to the lessee.

CONDITION OF PREMISES AND REPAIRS: Within seven (7) days after signing of this lease, Lessee shall note all defects or damages on a move-in inspection form and return it to Lessor for a receipted copy. All glass/screens, doors, locks, mailbox doors, mailbox locks, and their parts, and all window glass and window parts are the responsibility of the Lessee for repair and replacement if damage is caused by Lessee. They are to be repaired by Lessee within three (3) days of any malfunction or breakage. Lessor is to be promptly notified that the damage has occurred and when the repairs are finished so that Lessor may inspect and approve the work. All such breakage, repairs, and inspections shall be recorded and kept in the lease file. If not repaired promptly, Lessor may make necessary repairs for safety, security and well being of the Premises and the cost of said repairs, will be billed to Lessee.

No holes or stickers are allowed inside or outside the unit, however, a reasonable number of small nail holes for picture hanging are permitted, but Lessee(s) must repair them at the end of the tenancy. Lessee shall not disable, disconnect, or remove any property, including security devices, alarm systems, smoke detectors, appliances, or screens. Nothing can be stored in furnace areas or furnace rooms. Smoke detectors are provided, as required by law and/or as a courtesy to Lessee. Smoke detectors are not infallible and it is the Lessee's responsibility to check any smoke detectors on a daily or frequent basis and report any malfunctions to Lessor. Replacement of batteries in the smoke detectors is the sole responsibility of the Lessee. Light bulbs are to be replaced by Lessee and at Lessee's expense. When moving out, Lessee shall surrender the Premises in good condition, reasonable wear and tear excepted. Upon move-out, lessee must have the carpets shampooed and cleaned.

Lessee has also agreed to assume all responsibility including the cost for the repair and maintenance of all appliances, HVAC system, electrical system, plumbing (interior and exterior), exterior and interior structure of the premises, as well as the yard.

ENTRY AND WAIVER: After 24 hours notice, Lessor or Lessor's representatives may enter the Premises to inspect, show, maintain, repair or for other valid business purposes.

CO-SIGNER: If guarantee or co-signing of the lease is required, it is agreed that such document is as much a part of the agreement as if executed at the same time and done as a continued part of this lease. All clauses, monies to be paid or due to be paid are the obligation of the co-signer and the Lessee including damages to the premises attributable to the lessee. Each Lessee and each co-signer shall be jointly and severally liable for the entire amount of this lease, individually and/or collectively. It is agreed that any co-signed copy of the lease is incorporated and becomes a part of said lease. Co-signer consents, if agreed to by Lessee and Lessor, to a change in the name or number of Lessee(s) during the lease term.

DEFAULT/HOLDOVER: In the event Lessee is in default of any of the terms or obligations of the lease, violates and/or fails to comply with any of the covenants, terms, or conditions of the lease, or any community policies herein or hereafter adopted by lessor, said default shall constitute grounds for termination of the lease and/or eviction by Lessor. It is expressly understood and agreed that Lessee shall be and remain liable for any deficiency in rent and damages to the end of the lease term. No tenancy of any duration shall be created by the holding over of this lease. The lease termination date shall end all rights to the Premises that Lessee may enjoy. If Lessee holds over, Lessee is responsible for all costs/damages created by the holdover, including but not limited to expenses incurred in providing alternative/interim housing for subsequent Lessee(s). In the event the Premises become unfit for occupancy for a period of 20 days, the lease shall terminate and be void unless situation causing it is created by Lessee and/or if it is caused by the property and/or the materials of Lessee, Lessee's guests or permittees on the property of Lessor.

NON-LIABILITY: Lessee acknowledges that any security measures provided by Lessor shall not be treated by Lessee as a guarantee against crime or a reduction in the risk of crime. Lessor shall not be liable to Lessee, guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons including theft, burglary, assault, vandalism, or other crimes. Lessor shall not be liable to Lessee, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, and interruption of utilities unless caused by Lessor's negligence.

RENTAL ACCELERATION: Time is of the essence of this agreement. If there is a default upon any part of this lease by the Lessee, the entire amount due and owing and to become due and owing hereunder shall come due immediately. All Lessees and co-signers agree to be jointly and severally liable for the defaults of Lessee(s) and co-signers under this rental agreement.

WAIVER AND SEVERABILITY: Waiver by the Lessor of any portion of this rental agreement shall not constitute a waiver of any other portion of it. If any portion of this rental agreement is deemed to be unenforceable, Lessor and Lessee(s) agree that the remaining enforceable terms shall still be binding upon the Lessor, Lessee(s) and co-signers.

ENTIRE AGREEMENT: The lease and attached Addenda are the entire agreement between Lessor and Lessee(s). No representations, oral or written, not contained herein or attached hereto, shall bind either party, except any attached Addendum. Attached hereto is a copy of the unit owners association guidelines for Hilliard Heights II and is incorporated as part of this agreement

BINDING EFFECT: The Lease is binding upon Lessor, Lessee, and co-signers, on their respective heirs, assigns, successors, executors, and administrators.

JOINT AND SEVERAL LIABILITY: Lessees and co-signers agree to be jointly and severally liable for all their actions and breaches of this rental agreement and/or defaults under this rental agreement.

EMPLOYER VERIFICATION: Lessee(s) agree by their signature below that Lessor may contact their employer(s) from time to time and verify that Lessees are employed at the business at which Lessees have told the Lessor they work.

LESSOR'S ADDRESS: Lessor's address for the purposes of payments of rent or notification is:

Lessor or Agent of Lessor:

Date

Lessee(s)/co-signers

Date

Lessee(s)/co-signers

Date
