Rental Agreement

READ CAREFULLY, THIS IS A LEGAL AND BINDING CONTRACT

This Rental Agreement, made this ________ day of __________, 20________, by and between ____________________________________________________________________________, the owner of the premises, described below, said owner being hereinafter referred to as "Owner," through its agent ____________________________________________________________________________, hereinafter referred to as "Agent," and ____________________________________________________________________________, hereinafter referred to as "Resident."

WITNESSETH, that Owner, in consideration of the rent to be paid and the covenants and agreements to be performed by Resident, does hereby rent the following described premises, to wit: Situated in the City of ______________, County of ______________, and State of ______________, known as ____________________________________________________________________________.

TERM AND PAYMENTS

Resident agrees to occupy said premises for and Original term of ____________________________________________________________________________, said term to commence on __________, 20________, and agrees to pay without demand the rental of $ __________ payable on equal monthly installments of $ __________ on or before the 1st of each and every month beginning on __________ 1st, 20________. Any and all payments to be paid by the Resident under this agreement are to be paid to ____________________________________________________________________________, at __________________, or such other place as shall be designated by ____________________________________________________________________________.

All payments are to be made in cash, certified check, or money orders or other method approved by the Owner or Agent.

ADDITIONAL RENT FOR LATE PAYMENT

In the event Resident pays any monthly installment after the ________ day of the month, additional rent of $ __________ per day for late payment with a maximum charge of ____________________________________________________________________________.

1. ACCELERATION. If Resident fails to pay any installment of rent when same becomes due and payable, the entire amount due under this agreement shall at once become due and payable.

2. SECURITY DEPOSIT. Resident has deposited with the Owner or Agent a Security Deposit in the amount of $ __________

   Said Security Deposit is to guarantee the return of the premises to the Owner in the same or better condition as when accepted by the Resident, reasonable wear excepted. The Security Deposit is to indemnify Owner against damage and/or loss of value as a result of Resident’s action, mistake, or inaction during the term of occupancy. The Security Deposit may be applied by the Resident as and for payment of any rent due the Owner prior to the vacation of the premises by the Resident. Should the Resident be responsible for damage and/or loss of value to the premises greater than the value of the Security Deposit, Resident agrees to reimburse the Owner for such loss immediately upon presentation of a bill for said damage and/or loss.

3. NOTICE TO TERMINATE AND RENEWAL. Unless another rental agreement is signed by the parties hereto or unless written notice of termination is given by one party to the other thirty (30) days before expiration of this agreement, this contract shall be automatically renewed on a month-to-month basis and may be terminated thereafter by either party upon the giving of written notice to the other party thirty (30) days prior to the next periodic rental due date. Resident shall include with said notice a forwarding address if one is available. Termination shall take place only on the last day of any given month unless otherwise agreed to in writing.

   Upon vacating Resident agrees to return the premises to the Owner in the same or better condition as when received, reasonable wear excepted. Under no circumstances shall a dirty or broken condition of the premises, appliances or fixtures be considered to have resulted from reasonable wear.

4. EXAMINATION OF PREMISES. Resident has examined the premises and has accepted same as habitable and satisfactory. Resident shall have 72 hours after entering the premises in which to examine same for defects or damages and report said findings to the Owner or Owner’s Agent. Resident while residing in said premises shall observe and act in accordance with all Rules and Regulations attached hereto and made a part hereof as if fully rewritten herein.

5. RESIDENT’S RESPONSIBILITY. The Resident Shall:

   1) KEEP THAT PART OF THE PREMISES THAT HE OCCUPIES AND USES SAFE AND SANITARY;
   2) DISPOSE OF ALL RUBBISH, GARBAGE, AND OTHER WASTE IN A CLEAN, SAFE, AND SANITARY MANNER;
   3) KEEP ALL PLUMBING FIXTURES IN THE DWELLING UNIT OR USED BY RESIDENT AS CLEAN AS THEIR CONDITION PERMITS;
   4) USE AND OPERATE ALL ELECTRICAL AND PLUMBING FIXTURES PROPERLY;
   5) COMPLY WITH THE REQUIREMENTS IMPOSED ON RESIDENTS BY ALL APPLICABLE STATE AND LOCAL HOUSING, HEALTH, AND SAFETY CODES;
   6) PERSONALLY REFRAIN, AND FORBID ANY OTHER PERSON WHO IS ON THE PREMISES WITH HIS PERMISSION, FROM INTENTIONALLY OR NEGLIGENTLY DESTROYING, DEFACING, DAMAGING, OR REMOVING ANY FIXTURE, APPLIANCE OR OTHER PART OF THE PREMISES;
   7) MAINTAIN IN GOOD WORKING ORDER AND CONDITION ANY RANGE, REFRIGERATOR, WASHER, DRYER, DISHWASHER, OR OTHER APPLIANCES SUPPLIED BY THE OWNER AND REQUIRED TO BE MAINTAINED BY THE RESIDENT UNDER THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT;
   8) CONDUCT HIMSELF AND REQUIRE OTHER PERSONS ON THE PREMISES WITH HIS CONSENT TO CONDUCT THEMSELVES IN A MANNER THAT WILL NOT DISTURB HIS NEIGHBORS’ PEACEFUL ENJOYMENT OF THE PREMISES.
   9) THE RESIDENT SHALL NOT UNREASONABLY WITHHOLD CONSENT FOR THE OWNER TO ENTER ON THE PREMISES IN ORDER TO INSPECT SAID PREMISES, MAKE ORDINARY, NECESSARY, OR AGREED REPAIRS, DECORATIONS, ALTERATIONS, OR IMPROVEMENTS, DELIVER PARCELS WHICH ARE TOO LARGE FOR THE RESIDENT’S MAIL FACILITIES, SUPPLY NECESSARY OR AGREE SERVICES, OR EXHIBIT THE PREMISES TO PROSPECTIVE OR ACTUAL PURCHASERS, MORTGAGES, OTHER RESIDENTS, WORKMEN OR CONTRACTORS.

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6. OWNER'S RESPONSIBILITY. The Owner Shall:

1) COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE BUILDING, HOUSING, HEALTH, AND SAFETY CODES WHICH MATERIALLY AFFECT HEALTH AND SAFETY;
2) MAKE ALL REPAIRS AND DO WHATEVER IS REASONABLY NECESSARY TO PUT AND KEEP THE PREMISES IN A FIT AND HABITABLE CONDITION;
3) KEEP ALL COMMON AREAS OF THE PREMISES IN A SAFE AND SANITARY CONDITION;
4) MAINTAIN IN GOOD AND SAFE WORKING ORDER AND CONDITION ALL ELECTRICAL, PLUMBING, SANITARY, HEATING, VENTILATING, AND AIR CONDITIONING FIXTURES AND APPLIANCES, AND ELEVATORS, SUPPLIED OR REQUIRED TO BE SUPPLIED;
5) WHEN HE IS A PARTY TO ANY RENTAL AGREEMENTS THAT COVER FOUR OR MORE DWELLING UNITS IN THE SAME STRUCTURE, PROVIDE AND MAINTAIN APPROPRIATE RECEPTACLES FOR THE REMOVAL OF ASHES, GARBAGE, RUBBISH, AND OTHER WASTE INCIDENTAL TO THE OCCUPANCY OF THE DWELLING UNIT, AND ARRANGE FOR THEIR REMOVAL.
6) SUPPLY RUNNING WATER, REASONABLE AMOUNTS OF HOT WATER AND REASONABLE HEAT AT ALL TIMES, EXCEPT WHERE THE BUILDING THAT INCLUDES THE PREMISES IS NOT REQUIRED BY LAW TO BE EQUIPPED FOR THAT PURPOSE, OR THE PREMISES IS SO CONSTRUCTED THAT HEAT OR HOT WATER IS GENERATED BY AN INSTALLATION WITHIN THE EXCLUSIVE CONTROL OF THE RESIDENT AND SUPPLIED BY A DIRECT PUBLIC UTILITY CONNECTION;
7) NOT ABUSE THE RIGHT OF ACCESS CONFERRED BY DIVISION (B) OF SECTION 5321.05 OF THE REVISED CODE;
8) EXCEPT IN THE CASE OF EMERGENCY OR IF IT IS IMPRACTICABLE TO DO SO, GIVE THE RESIDENT REASONABLE NOTICE OF HIS INTENT TO ENTER AND ENTER ONLY AT REASONABLE TIMES. TWENTY-FOUR HOURS IS PRESUMED TO BE A REASONABLE NOTICE IN THE ABSENCE OF EVIDENCE TO THE CONTRARY.

7. OWNER'S LIABILITY. Owner shall not be liable for any damages or losses to person or property caused by anyone not under the direct control and specific order of the Owner, Owner shall not be liable for personal injury or damage or loss of resident's personal property from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms or other causes not within the direct control of the Owner and Resident hereby releases Owner from all liability for such damage. (If protection against loss is desired or is suggested that Resident secure insurance coverage from a reliable company.) Owner shall not be responsible for any damage or injury caused by the failure to keep the premises repaired or to repair the premises as required by law. Owner shall repair the premises as required. Owner shall not be liable for damages if Resident is unable to occupy the premises as of the ___ day of ___________ 20__ when Resident's inability is due to circumstances not within the control of the Owner or Agent. If the Owner or Agent is not able to deliver possession to the Owner within thirty (30) days of the date set forth above for the commencement of the term, Resident may cancel and terminate this agreement.

8. UTILITY CHARGES. Resident agrees to pay all charges and bills incurred for water and sewer, gas, electricity and telephone, which may be assessed or charged against the Resident or Owner for the premises during the term of this Rental Agreement or any contract relating thereto except those charges and bills which the Owner has herein agreed to pay.

9. ALTERATIONS. Resident agrees not to make any alteration or paint or cover walls or surfaces of the rental premises with any material whatsoever without the prior consent of the Owner or Agent.

10. RE-RENTAL CHARGE. If the Resident vacates the premises prior to fulfillment of this Agreement, additional charges over and above the monthly Rental amount, will be assessed to cover ALL costs incurred by the Owner-Agent in the re-rental of this unit.

11. EMINENT DOMAIN. If all or any part of the premises is taken by, or sold under threat of, condemnation, this agreement will terminate as of the date of such taking or sale. The entire award or compensation paid for the property taken or acquired, and for damages to residue, if any, will belong entirely to the Owner and no amount will be payable to the Resident.

12. PETS. No pets or animals will be permitted without prior written consent of the Owner or Agent. Any permission so granted may be revoked at any time by the Owner or Agent.

13. ASSIGNMENT. Resident may not assign this Rental Agreement or sublet the premises or any part thereof without the prior written consent of the Owner or Agent.

14. OCCUPANCY. Resident agrees that the premises will be used for residential purposes only and will be occupied only by

____ persons whose names and ages are ________________ and ____________________

The premises will not be used or allowed to be used for unlawful or immoral purposes, nor for any purpose deemed hazardous by Owner or Agent or Owner's insurance company because of fire or other risk.

15. PROPERTY DAMAGE. In case of partial destruction or injury to the premises by fire, the elements or other casualty not the fault of Owner or Resident, the Owner shall repair the same with reasonable dispatch after notice of such destruction or injury. In the event said premises are rendered totally uninhabitable by fire, the elements or casualty not the fault of the Owner or Resident, or in the event the building of which the above premises are a part (though the premises covered hereunder may not be affected) be so injured or destroyed that the Owner shall decide within a reasonable time not to rebuild, the term of this agreement shall cease and the necessary repair or repairs shall be made by order of the court.

BREACH OF CONTRACT: In the event lessee(s) is in default of any of the terms or obligations of this Rental Agreement (which includes non-payment of rent, any rules or regulations herein adopted by the lessor for its buildings, its balconies, its courts, its drives, its parking areas or grounds) and lessor requests lessee(s) to vacate the premises as a result thereof or because of said default by lessee(s), lessor initiates a forcible entry and detainer action, by delivering a notice to vacate the premises to lessee(s) as prescribed by Ohio Law, or lessor files a complaint in forcible entry and detainer with the court, or lessor is awarded a judgement for restoration of the premises, the mere act of vacating the premises by lessee(s) as a result of any of the foregoing acts does not terminate the obligation of the lessee(s) to pay rent for the remainder of the rental period for which no rent has been paid. Lessee(s) remains liable to lessor for all rent and any other damages incurred until the end of the lease term or when the premises are re-rented, whichever event occurs first.

THIS LEASE SHALL NOT BE BOUND BY ANY TERM, CONDITION, OR REPRESENTATION ORAL OR WRITTEN, NOT SET FORTH HERein.

IN WITNESS WHEREOF, Lessor and Lessee have executed the Lease in duplicate on the day and year first written above.

LE]SSOR ____________________________ LESSEE ____________________________

BY ____________________________ LESSEE ____________________________

OWNER-AGENT/PERSON IN CHARGE ____________________________

GUARANTOR ____________________________