

Example - Rental Lease Agreement - 105 Fairground Avenue (Apartments A & B)

**Hawley Rentals LLC
7725 Glenbrier Place
Centerville, OH 45459**

Home Office: (937) 439-2461 or Ed Hawley (937) 602-7205 or Kim Hawley (937) 825-2725

This lease agreement was made on the _____ day of _____, 20____, by and between Edward and Kimberly Hawley, herein called "**Landlord / Lessor**", and all **Lessees** signing this lease document. **Landlord / Lessor** hereby agree to lease to **Lessees** the real property located at 105 Fairground Avenue, Apartments A & B, in the City of Dayton, County of Montgomery, and State of Ohio. This lease shall commence on the 15th day of August, 2014 (move in day), and end 2 days after end of UD school year in May of 2015.

1. Lease Payments

Lessees hereby agree to pay to **Landlord / Lessor** in advance as lease payments for said premises, a total amount of \$42,000.00 (\$3,500.00 per semester x 2 semesters x 6 students) paid in two equal installments of \$21,000.00 (\$10,500.00 Apartment A and \$10,500.00 Apartment B) each. The first installment will be due on July 1st, 2014, (Fall Semester Lease Payment) and the second on December 29th, 2014, (Winter Semester Lease Payment). You will receive a reminder letter approximately 30 days before the payments are due.

Lease payments shall be made payable to Kimberly Hawley and sent via mail at Lessee's risk to: 7725 Glenbrier Place, Centerville, Ohio 45459. Any lease payments lost in the mail will be treated as if unpaid and late until received by **Landlord / Lessor**. Any notices required by this agreement shall be in writing and signed. Any notices must be mailed by certified mail or delivered in person.

2. Late Charges

ANY LEASE PAYMENT NOT RECEIVED by July 1st, 2014 (for Fall Semester), or December 29th, 2014 (for Winter Semester) will incur a late charge of \$10.00 per day until payment has been paid in full. This late charge fee is not negotiable. Also, no keys will be disbursed until all August (first semester) lease payments have been received.

3. Bad-Check Servicing Charge

In the event **Lessees** check is dishonored and returned unpaid for any reason to **Landlord**, **Lessees** agrees to pay a Forty dollar (\$40.00) 'Bad-Check Service Fee'.

4. Security Deposit

Landlord acknowledges receipt of \$3,000.00 (\$500.00 x six Students), as a security deposit to indemnify **Landlord / Lessor** against damage to the property as well as to assure Lessee's fulfillment of the conditions of this lease agreement. No interest will be paid on this money and in no case will it be applied to back or future lease payments. After move out, the **Landlord** will inspect the premises thoroughly and assess any damages and / or needed repairs. The deposit money, minus any charges for repairs, cleaning, etc., will then be returned to **Lessees** along with a written explanation of any deductions. The deposit refund will be mailed 30 days after **Lessee/s** have vacated the premises, returned keys to Landlord, and all other terms of this contract have been met.

5. Cleaning Fee

Lessees hereby agrees to accept the property in its present state of cleanliness. **Lessees** agree to return the property in this same state of cleanliness or to pay \$100.00 Dollars per person (\$100.00 x 6 = \$600.00), cleaning fee to **Landlord** to pay for having the property professionally cleaned.

6. Smoking

This house and the immediate area around the house are smoke-free. Violations shall result in a \$100.00 fine per occurrence for residents and/or their guests. Any evidence of smoking is sufficient cause to initiate the \$100.00 fee charge. Charge will be to the house residents.

7. Pets

Landlord will permit no pets, of any kind, to be harbored on said premises, at any time during tenancy. A \$100.00 per incident fee will be charged to the **Lessee** found responsible for bringing the pet onto the premises. **Landlord** encountering any pets, or evidence of pets, on the premises is sufficient cause to initiate the \$100.00 fee charge. Charge will be to the house residents.

8. Non-assignment of Lease Agreement

The premise shall be used and occupied only by **Lessees** signing this lease. The property is to be used for no purposes other than as a residence. No business may be operated from this address. The property is not to be sublet nor may this lease be assigned; nor shall said premise be used for any unlawful purpose; nor for any other purpose which in the opinion of the **Landlord / Lessor** will be detrimental to the reputation of the premises. Further, that covenants contained in this Lease Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced. Any occupancy by unauthorized Lessee/s may be grounds for eviction.

9. Utilities

The **Lessee/s** will promptly (within one week of move in) place the electric and natural gas utilities accounts into their names and then pay all gas and electric usage charges during the period of this lease in a timely manner. **Landlord / Lessor** shall pay all water, sewer, and refuse expenses during the period of this lease. **Lessee/s** will be responsible for payment of all other charges such as telephone bills, cable TV bills, internet access, etc. incurred during their residency. **Lessees** specifically authorize **Landlord / Lessor** to deduct amounts of any unpaid bills from **Lessees'** Security Deposit in the event they remain unpaid after termination of this agreement. There will be a \$25.00 per month handling charge for each utility bill that is received, by Hawley Rentals as a result of student negligence in getting accounts transferred.

10. Premises

Lessees will attach nothing to any part of the building or use or store any object that would cause structural damage. **Lessees** further agree to use, occupy, and care for the premises in a safe, proper and careful manner; to keep the premises, including walks and lawns clean, safe, and free of all obstacles.

11. Legal Obligation

Lessees hereby acknowledge that they have a legal obligation to pay their lease payments on time each semester regardless of any other debts or responsibilities they may have. They understand and acknowledge that defaulting on this Lease Agreement could result in a forfeit of all rents paid and a judgment being filed against them possibly including a lien being filed against their current and future assets and/or earnings.

12. Repair Policy

Landlord / Lessor will make necessary repairs to the property with reasonable promptness following receipt of written notice from **Lessees**. Under no circumstances will **Landlord / Lessor** be responsible for any improvements or repairs paid for by **Lessee/s** unless prior authorization, in writing, has been given to **Lessees** by **Landlord**. No improvements will be made to property without the express written consent of **Landlord**. **Lessees** must report any necessary repairs in writing, but they are hereby advised that **Landlord / Lessor** does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time the property changes possession.

If the premises are partially destroyed by fire or other casualty, repairs shall be made by the **Landlord / Lessor** as quickly as reasonably possible. In the case the damage shall be so extensive as to render the premises uninhabitable, the lease shall abate until the premises are repaired. However, should the building

of which these premises herewith demised be destroyed by fire or other casualty, and **Landlord / Lessor** decides not to rebuild, or said building is partially destroyed or damaged as to require rebuilding and **Landlord / Lessor** decides not to rebuild, then upon giving the **Lessees** Three day (3 day) notice of his intention to demolish the building or not to rebuild, this lease shall be terminated. If it is determined by an independent agency to have occurred through negligence by the **Lessees** or their guests, then **Lessees** will be held responsible for all damages. **LESSEES AGREE TO PURCHASE AND MAINTAIN RENTER'S INSURANCE – AT THEIR OWN EXPENSE—SUFFICIENT TO PROTECT THEMSELVES AND THEIR PROPERTY FROM FIRE, THEFT, BURGLARY, BREAKAGE, ETC. AND SHOULD INCLUDE LIABILITY AND PROPERTY DAMAGE COVERAGE.** Landlord will not be liable for any loss of **Lessees'** property. **Lessees** not carrying this insurance shall be considered “self insured” and held personally responsible for any damages not covered by **Landlord's / Lessor's** insurance.

13. Joint and Several Liability

All parties, signators and parental guarantors agree and understand that they are jointly and severally liable for all the terms of this agreement. Therefore it is understood that all may be sued together for its enforcement, or the **Landlord / Lessor** or his, assignee may select any one or more as the object of his suit.

14. Agreements

- (a) **Lessees** agree to cooperate with Landlord in showing property to prospective **Lessees**, prior to termination of occupancy.
- (b) **Lessees** must take affirmative action to insure that nothing is done which might place the **Landlord / Lessor** in violation of applicable building, housing and or health codes.
- (c) **Lessees** must also take affirmative action to insure that they conduct themselves and their friends and family in a reasonable and responsible manner that does not disturb other neighborhood residents.
- (d) **Landlord** shall not be responsible for cleaning or care of sidewalks, steps or patio. These responsibilities will rest solely with the **Lessees**. Lawn care / landscaping shall fall on the **Landlord**.
- (e) If anyone removes property belonging to **Landlord** without the express written consent of **Landlord**, or damages **Landlord's** property, **Lessees** will be liable for cost of repair or replacement. **Landlord** may also take further legal action. The following are **Landlord's** items currently located at said premises: beds, dressers, computer tables, chairs, couch, coffee table, end tables, etc. and all appliances.
- (f) Other than Termite control, the **Landlord SHALL NOT** be held responsible for pest control.
- (g) If any clause in this agreement shall be determined invalid, then this shall not invalidate the other terms of this agreement.
- (h) **Lessees** shall make **NO** alterations, decorations, additions or improvements in or to the premises without **Landlord's** prior written consent.
- (i) No additional locks will be installed on any door without the written permission of **Landlord**.
- (j) Good housekeeping is expected of everyone. **Lessees** agree to keep quarters in clean and sanitary condition or pay for cleaning services, as determined to be necessary, by **Landlord**.
- (k) **Lessees** shall not display any signs, exterior lights, or markings of any kind. No awnings or other projections shall be attached to the outside of building.
- (l) No combustible materials shall be placed in the basement or inside the property at any time.
- (m) No nails, screws, duct tape or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets maybe placed on walls, woodwork, or any part of premises. Wall hangings must be attached using “push pins” only.
- (n) **Lessees** agree to notify **Landlord** immediately if roof leaks, water spots appear on ceiling or any other interior surface become evident.
- (o) **Lessees** should provide **Landlord** with the name of the primary student contact for this property prior to move in. This person will be the liaison between **Landlord** and the **Lessees**.

- (p) **Owner** reserves the right to enter the premises at reasonable times to inspect, make necessary repairs, provide services or show the property to prospective **Lessees**, purchasers, etc.
- (q) In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term **Landlord** will include **Lessor**.

15. Understandings

The **Lessees** signing this **Lease / Rental** agreement hereby affirm that all questions about this Lease / Rental agreement have been answered, that they fully understand all provisions of the agreement and accept the obligations and responsibilities of each party, as spelled out herein. They further affirm that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement up to and including forfeiture of all rents and deposits. Signature by the **Lessees** on this Rental Agreement is acknowledgment of their acceptance. Any cost incurred by the **Landlord** in enforcing this agreement (including court costs & reasonable attorneys' fees) shall be paid by the **Lessees**.

This Lease / Rental Agreement, and the attached addendum on acceptable behavior, contain the entire agreement between the parties hereto and neither party has made any other representations or agreements of any kind.

In witness whereof, the Landlord and Lessees have signed this **Lease / Rental** Agreement on the _____ day of _____ 20__.

_____	_____
Lessor (Please Print Name Here)	(Signature Here Please)
_____	_____
Lessee (A) (Please Print Name Here)	(Signature Here Please)
_____	_____
Lessee (A) (Please Print Name Here)	(Signature Here Please)
_____	_____
Lessee (A) (Please Print Name Here)	(Signature Here Please)
_____	_____
Lessee (B) (Please Print Name Here)	(Signature Here Please)
_____	_____
Lessee (B) (Please Print Name Here)	(Signature Here Please)
_____	_____
Lessee (B) (Please Print Name Here)	(Signature Here Please)

Payment Schedule:

Security Deposit: Due at Lease Signing \$ 3,500.00 (\$500.00 x 6 Students)

Fall Lease Payment: Due by July 1st, 2014 – \$ 21,000.00 (\$3,500 x 6 Students (3ea - Units A & B)

Winter Lease Payment: Due by December 29, 2014 – \$ 21,000.00 (\$3,500 x 6 Students (3ea - Units A & B)