

RESIDENTIAL APARTMENT LEASE AGREEMENT

This Residential Apartment Lease Agreement (hereinafter the "Agreement") is made by and between _____, 419 Medina Rd, Medina, OH 44256 (hereinafter the "Landlord"), and _____ (hereinafter jointly and severally the "Tenant").

1. TERM: This Agreement shall commence / occupancy begin on _____ and expire / occupancy end on _____ unless sooner terminated pursuant to any provision hereof (hereinafter the "Term").

2. HOLDING OVER: If Tenant remains in possession of the Premises, or any part thereof, after the expiration of the Term hereof, such occupancy shall be a tenancy from Month-to-Month until terminated by either party giving a full month's written notice to the other party. Any Month-to-Month tenancy shall be subject to the provisions of this Agreement.

3. LEASED PREMISES: Landlord agrees to lease Tenant a _____ bedroom residential apartment located at _____ (hereinafter the "Premises") during the Term.

4. RENT: Tenant agrees to pay Landlord \$_____ per month throughout the Term for the use of the Premises (hereinafter the "Rent"). The first month Rent shall be payable in advance. Thereafter, Rent shall be due and payable in advance on or before the first (1st) day of each and every succeeding calendar month (hereinafter the "Due Date"). Rent for any period during the Term hereof which is for less than one month shall be a pro-rata portion of the monthly installment. Rent shall be payable to Landlord at the address listed above or at such other place as Landlord may designate in writing from time to time.

In the event Landlord doesn't receive the Rent within ten (10) days of the Due Date, Tenant agrees to pay Landlord a \$30 late charge. If the Rent is not received within twenty (20) days of the Due Date, Landlord may file a complaint for Forcible Entry and Detainer with the court. In the event of N.S.F., dishonored or returned check, Tenant agrees to pay Landlord a \$25.00 service charge. Returned checks could also trigger late fee penalties.

All funds received shall be applied to dishonored check charges, late charges, damage charges, delinquent rent and current rent, in that order.

Tenant also agrees to lease garage # _____ / parking space # _____ at the rate of \$_____ per month payable on or before the Due Date.

5. SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay Landlord a deposit of \$_____ as security for Tenant's fulfillment of the terms of this Agreement. The deposit will be held by Landlord in trust for the Tenant and shall be refunded to Tenant without interest, within 30 days after Tenant vacates the Premises, if:

- a) Tenant gave Landlord 30 days advance written notice of his intent to vacate; and
- b) Tenant vacated the Premises on or after the expiration of the Term; and
- c) All Rent and other monies due Landlord by Tenant have been paid; and
- d) Premises is clean, not damaged and is left in its original condition, normal wear and tear excepted; and
- e) Tenant removed all of his personal property and trash from the Premises; and
- f) No Landlord-owned equipment, appliances or furnishings have been removed from the Premises; and
- g) Landlord is in receipt of a copy of paid final bills on all utilities; and

- h) Key(s) and remote control unit(s) have been returned to Landlord; and
- i) Tenant provided Landlord with a forwarding address.

Otherwise, deductions will be made for unpaid Rent, cleaning, repair of damages, restoring Tenant painted surfaces, replacement of any missing items, unpaid utilities, and other amounts due under this Agreement. Should the total deductions herein authorized exceed the amount of the security deposit, Tenant agrees to pay Landlord the amount of such deficiency within 15 days of receipt of an itemized invoice.

6. UTILITIES & APPLIANCES: Landlord and Tenant shall pay for utilities supplied to the Premises as indicated below.

Electric:	Landlord _____	Tenant _____
Cooking Gas / Elect:	Landlord _____	Tenant _____
Heat Gas / Elect:	Landlord _____	Tenant _____
Water:	Landlord _____	Tenant _____
Sewer:	Landlord _____	Tenant _____
Trash Collection:	Landlord _____	Tenant _____
Telephone:	Landlord _____	Tenant _____
Cable TV:	Landlord _____	Tenant _____

Tenant agrees to transfer all such utilities into his name on or before commencement of the Term. A servicing fee of \$10 shall apply to each utility bill which Landlord must re-bill to Tenant.

Landlord and Tenant shall supply appliances as indicated below.

Range:	Landlord _____	Tenant _____
Microwave:	Landlord _____	Tenant _____
Refrigerator:	Landlord _____	Tenant _____
Dishwasher:	Landlord _____	Tenant _____
Washer & Dryer:	Landlord _____	Tenant _____
Other _____:	Landlord _____	Tenant _____

7. USE OF PREMISES: Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, subject to the following conditions:

- a) Tenant shall use the Premises solely as a residential apartment in a careful, safe, sanitary, proper and lawful manner. Tenant shall not permit other individuals to reside in the Premises without obtaining the prior written approval of Landlord. Individuals permitted: _____

(if you would like to add a roommate in the future, please ask for a roommate application).

- b) No pets or other animals shall be kept on or about the Premises without prior written consent of the Landlord. Pet(s) permitted: _____.

All cats must be spayed or neutered. If a pet is permitted, Tenant agrees to provide sanitary housekeeping for pet including removing debris from the cage/litter box daily (or sooner), and changing bedding/litter weekly (or sooner). Tenant must remove pet debris from the yard immediately. For liability reasons, a leash must be used whenever your pet is outside and your pet must not be left unattended. Pets are not to create any disturbances or nuisances to other residents at the property. Tenant shall pay for all pet damages including, but not limited to, flea and tick infestation removal, odor removal, carpet cleaning, carpet replacement (if necessary), physical damage to the Premises and any injuries to other tenants or guests. Tenant agrees to pay a pet deposit of _____.

- c) All personal property must be stored within the Premises (no outside storage is permitted). Items left outside of the Premises for more than 48 hours may be towed or hauled away at Tenant's expense. All vehicles must be properly licensed. No vehicles with a capacity greater than one (1) ton shall be parked on the Premises overnight.
- d) Tenant shall conduct himself, and require persons in the household and persons on the Premises with consent to conduct themselves, so as not to violate any Federal, State or Local laws / ordinances.

- e) No noxious or offensive activity shall be carried on in or around the Premises, nor shall anything be done therein, either willfully or negligently which may be or become an annoyance or nuisance. Please be respectful of your neighbors.
- f) Tenant may not store or use any portable cooking device (i.e. grill) within 10 feet of any building on the Premises.

8. CONDITION OF PREMISES: Except as otherwise provided in this Agreement, Tenant has inspected and hereby accepts the Premises in its "as is" condition existing as of the commencement date of this Agreement or the date that Tenant takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record hereto. Landlord has made no representations or warranties expressed or implied of any nature whatsoever in connection with the condition of the Premises, and Landlord shall not be liable for any latent or patent defects therein.

9. REPAIR AND MAINTENANCE: Tenant agrees to maintain the Premises throughout the Term of this Agreement in as good condition and repair as the time of commencement of this Agreement, normal wear and tear excepted. Tenant shall promptly pay Landlord for any repairs of damage caused by Tenant's negligence or misuse, or the negligence or misuse of Tenant's invitees or guests.

Tenant shall be responsible for replacing light bulbs, broken windows / screens, smoke alarm batteries, furnace air filters (if applicable), cleaning carpets, fixing clogged toilets / drains / garbage disposals (after the first month of occupancy) and repairs to Tenant supplied appliances. If requested, Landlord will assist Tenant with locating contractors to perform such duties.

Landlord shall be responsible for normal wear and tear repairs to Landlord supplied appliances, plumbing, electrical, furnace/air conditioner, structural components, roof, doors, windows, exterior siding, gutter maintenance and weather damage. Landlord shall arrange and pay for lawn mowing and driveway snow removal (minimum 2-inch snowfall). It is Tenant's duty to inform Landlord immediately of any plumbing or other water leaks, or other major maintenance problems.

10. LANDLORD ACCESS TO PREMISES: Landlord and its agents shall have the right to enter the Premises for the purpose of inspecting same, showing the same to prospective purchasers, lenders or lessees, or if it reasonably appears that the Premises are being used for any unlawful purpose or for purposes other than as outlined in Paragraph 7, or if any emergency arises which necessitates access to the Premises, or if Landlord or its agents must make alterations, repairs, improvements or additions to the Premises as Landlord or its agents may deem necessary or desirable. In all non-emergency cases, Landlord agrees to give Tenant 24-hours notice of Landlord's intent to enter the Premises.

10. LOCKS: Tenant is prohibited from adding locks to, changing, or in any way altering locks installed on the doors without the prior written authorization of Landlord. Tenant acknowledges receipt of _____ apartment door keys, _____ common area door keys, _____ mailbox keys and _____ remote control unit(s) at time of move-in. All key(s) and remote control unit(s) must be returned to Landlord upon the expiration or termination of Tenant's occupancy. Rent continues until keys are turned in.

12. NON-LIABILITY: Landlord shall not be liable to Tenant, its guests or occupants for personal injury or damages to or loss of personal property due to fire, flood, water leaks, rain, mildew, mold, hail, ice, snow, smoke, lightning, wind, storms, tornados, explosions, acts of God, insects, rodents and interruptions of utilities, unless caused by Landlord's gross negligence.

Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the the Premises.

13. SECURITY MEASURES: Tenant hereby acknowledges that the Rent payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Any security measures provided by Landlord shall not be treated as a guarantee against crime or a reduction in the risk of crime. Tenant assumes all responsibility for the protection of Tenant, its guests and its property from acts of third parties. Landlord shall not be liable to Tenant, Tenant's guests, or other occupants for injury, damage, or loss to person or property caused by criminal conduct to their persons or property, including theft, burglary, assault, vandalism, or other crimes.

14. INDEMNITY: Tenant shall indemnify and save Landlord harmless from and against all claims, damages and causes of action (a) due to Tenant's failure to fulfill any condition of this Agreement; (b) for injury

to person or damage to property caused by, resulting from or arising out of Tenant's (or its guests) use and occupancy of the Premises; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgement, lien, or other encumbrance filed against the Premises as a result of Tenant's action. Such indemnification shall include all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim, action or proceeding.

Landlord shall indemnify and save Tenant harmless from and against all claims, damages and causes of action for injury to person or damages to property caused by, resulting from or arising out of the making of any repairs to the Premises by its agents, contractors or employees. Such indemnification shall include all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim, action or proceeding.

15. INSURANCE: Tenant is encouraged to obtain a renters insurance policy to cover Tenant while occupying the Premises. Such policy should include personal property coverage of Tenant's appliances, equipment, furniture, clothes, jewelry and other items for damage / theft, etc. and personal liability coverage to protect Tenant against injury claims from guests and other occupants, etc.

At all times during the Term hereof, Landlord shall maintain in effect a policy or policies of property insurance covering the apartment structure on the Premises. Tenant agrees to comply with the requirements of any policy of insurance held by Landlord at any time in force with respect to the Premises. Landlord's insurance policy does not cover Tenant's personal property.

16. IMPROVEMENTS / ALTERATIONS: Tenant agrees not to suspend or hang any items bearing weight from the roof, ceiling or walls of the Premises (hanging pictures / artwork from the walls is permitted). Tenant shall not make any improvements to the Premises (i.e. remodel, paint or structurally change) nor install or attach any fixtures without the prior written consent of Landlord. If Tenant shall install any improvements or fixtures, such improvements shall be performed by a licensed contractor who has obtained a building permit from the relevant authorities. Tenant shall remove all improvements at the expiration or termination of this Agreement, at Tenant's own cost, and Tenant shall repair any damage to the Premises resulting from said removal. At Landlord's option, the interest of Tenant in any property or in any improvements or fixtures not removed shall become the property of Landlord.

17. ELECTRICAL INSTALLATIONS: No electrical wiring or other electrical apparatus shall be installed, maintained or operated on the Premises except with the prior approval of, and in a manner satisfactory to, Landlord. In no event shall Tenant overload any electrical circuit from which Tenant obtains current.

18. SIGNAGE: No signs, banners, lettering, painting, awning, canopy, shutter, screen, radio or television antenna, dish, or anything else, may be placed on or applied to the Premises' exterior, including the doors and windows, without the prior written approval of Landlord.

19. LIENS: Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlord shall have the right to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be considered additional Rent and shall be payable to Landlord on demand and with interest at the rate of eighteen percent (18%) per annum.

20. TAXES: Tenant shall pay all license, privilege, business income or other taxes levied, assessed or charged against it or the Premises on account of the operation of a business and on account of the personal property used or stored by Tenant. Landlord shall pay all real property taxes which may be levied, assessed or charged against the Premises.

21. DISPOSAL OF TRASH / REFUSE: Tenant shall not dispose of any trash or refuse (including toxic substances such as oil and antifreeze) on the grounds surrounding the Premises. Tenant shall report any toxic spills to Landlord and the appropriate authorities immediately. Tenant agrees to indemnify Landlord for any clean up costs and fines associated with a refuse disposal / toxic spill caused by Tenant.

22. NOTICE PRIOR TO VACATING: Tenant shall send to Landlord's address via U.S. Mail, written notice of Tenant's intent to vacate, at least thirty (30) days prior to Tenant vacating the Premises. If Tenant fails to give Landlord thirty (30) days advance written notice of his intent to vacate, Tenant's security deposit shall be forfeited to Landlord as liquidated damages. Upon receipt of Tenant's intent to vacate the Premises,

Landlord may enter the Premises upon giving 24-hours notice, for the purpose of showing it to prospective buyers or renters.

23. ABANDONMENT: Tenant shall not abandon the Premises at any time during the Term of this Agreement. If Tenant shall abandon the Premises or be dispossessed by process of law or otherwise, then Landlord or its agent shall have the right to take immediate possession of and reenter said Premises, even if Tenant's Rent is paid. Tenant shall be and remain liable for any deficiency in Rent until the Agreement expires or until such time as in the interim, the Premises are leased by another acceptable tenant. Tenant shall also be and remain liable for any expense incidental to re-leasing, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which Landlord has sustained by virtue of Tenant's use and occupancy of the Premises or default under this Agreement.

24. DEFAULT: If Tenant fails to pay the Rent when due, or any part thereof, or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Tenant, Landlord may bring an action in Forcible Entry and Detainer for restitution of the Premises and may sue for and recover all Rents and damages plus costs and reasonable attorney fees as set forth in Chapter 1923 of the Ohio Revised Code.

25. ASSIGNMENTS: The interest of Tenant in this Agreement and the Premises may not be sublet, assigned or otherwise transferred in whole or in part by Tenant without the prior written approval of Landlord. The approval by Landlord to an assignment, subletting or other transfer shall not be deemed to be an approval of any other assignment, subletting or other transfer. Any assignments, subletting or other transfer without such approval shall be void and shall, at the option of Landlord, constitute a default under this Agreement. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder.

26. SUBORDINATION: This Agreement shall be subordinate to the lien of any mortgages, deeds of trust or any other hypothecation or security now or hereafter existing against the Premises or any part or parts thereof and to all renewals, modifications, consolidations, replacements or extensions thereof, and to all advances made or thereafter to be made upon the security thereof. Landlord is irrevocably appointed and authorized as agent and attorney-in-fact of Tenant to execute any requisite subordination instruments after ten (10) days notice from Landlord requesting the execution thereof.

27. ESTOPPEL CERTIFICATE: Tenant shall, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

28. ATTORMENT: If Landlord sells the Premises, Tenant agrees to accept the new owner as Landlord.

29. DAMAGE TO / DESTRUCTION OF THE PREMISES: In the event of partial damage to the Premises, the Rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree in which Tenant's use of the Premises is impaired, except if such partial damage was due to Tenant's willful or negligent act or omission, in such case Tenant's obligation to pay Rent shall not be abated.

If at any time during the Term of this Agreement the Premises is totally destroyed (more than 50% destroyed), then either party may, within fifteen days after the happening of such casualty, elect to terminate this Agreement and the Term hereby granted, by giving the other party written notice thereof. Upon the giving of such notice this Agreement shall be terminated.

Except for abatement of Rent, if applicable, Tenant shall have no claim against Landlord for any damage suffered by Tenant by reason of any such damage, destruction, repair or restoration of the Premises.

30. MISCELLANEOUS: From time to time each party will execute and deliver such further instruments and will take such further action as the other party reasonably requests in order to perform the obligations and agreements hereunder.

The covenants, agreements, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, receivers and trustees of the parties hereto, to the extent this Agreement is assignable.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement shall be valid or binding. This Agreement may not be altered, amended or modified except by written instruments signed by the parties hereto.

All notices, demands, requests by either party shall be in writing and shall be sent to Landlord at the address noted above, or at such other place as Landlord may designate in writing from time to time, and to Tenant at Tenant's last known address. Tenant's last known address for the purpose of this Agreement shall be the address of the Premises unless Tenant notified Landlord in writing, of Tenant's new address in which case the last such notification of new address received by Landlord shall be considered as Tenant's last known address.

No term hereof may be waived or modified except in writing and signed by both parties. The failure or delay of either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or modification thereof, and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all such rights.

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Ohio, U.S.A. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the County of _____, State of Ohio, U.S.A., shall be the sole venue and jurisdiction for the bringing of such action.

The various section headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any part thereof.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

The consent or approval of either party to or of any act of or request by the other party requiring the first party's consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent, similar act or request.

The individuals executing this Agreement represent and warrant that they are fully authorized and legally capable of executing this Agreement and that such execution is binding upon each party.

This Agreement was executed this _____ day of _____, 20_____
in one or more counterparts which, taken together, shall constitute one agreement.

TENANT

LANDLORD

CO-SIGNER (Co-signer and Tenant are jointly and severally liable for all conditions of this Agreement, including any and all renewals, extensions and holding over periods. If Tenant doesn't pay his obligations under this Agreement, Co-signer shall pay the balance due within 30 days of an invoice mailed by Landlord. If the balance is not paid, Landlord may sue Co-signer for and recover all Rents and damages plus costs and reasonable attorney fees and/or may report Co-signer's debt to one or more credit reporting agencies).

Co-Signer's Full Name: _____

Signature: _____

Date: _____