

LEASE

THIS INDENTURE OF LEASE MADE AND ENTERED INTO this _____ day
of _____, 20____, by and between _____
hereinafter referred to as "Landlord", mailing
address _____
_____, and _____,
hereinafter referred to as "Tenant", mailing address _____
_____.

WITNESSETH:

1. **PREMISES:** In consideration of the payment of the rental and the performance of the covenants hereinafter set forth, the Landlord demises to Tenant, and the Tenant leases from Landlord, for the term and upon the terms and conditions set forth in this lease the following describing area hereinafter referred to as the "Premises".

Situated in the City of _____, County of _____, State of Ohio, and known by street address as _____, including the residential dwelling constructed.

2. **TERM:** The term of this Lease shall be for a period of _____ months, unless sooner terminated as may hereinafter be provided, commencing on the earlier date to occur of the following:

- a. The date the tenant occupies the premises, or on the first day of _____, 20____.

If the term commences from date of occupancy and such date is other than the first day of a calendar month, Tenant shall pay prorata rental for the first month based on Tenant's monthly fixed rent for each day from the date the Tenant occupies the premises during the first month.

3. **ANNUAL FIXED RENT:** Tenant hereby covenants and agrees to pay to the Landlord without deduction and setoff and without demand, at such place or places as Landlord may, from time to time designate, fixed rent for the premises as follows: The sum of _____ Dollars for the term of the Lease, in equal monthly installments of _____ Dollars, in advance on the first day of each and every calendar month during the term of this Lease. The first month's rent is to be paid to Landlord by Tenant in advance, upon the execution of this Lease Agreement. If the rental payments remain unpaid by the 5th day of the month, a 10% Late Penalty shall be charged for the period.
4. **TAXES:** Landlord shall pay any and all real estate taxes and assessments assessed against the premises during the term of this Lease.
5. **UTILITIES:** Tenant shall fully and promptly pay for all water, sewer, heat, light, power, electric service, telephone services and other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the premises in all activities conducted thereon, and Landlord shall have no responsibility of any kind for any thereof.
6. **MAINTENANCE:** Tenant shall through the term of this Lease, at this own cost, and without any expense to Landlord, keep and maintain the premises, including the residential dwelling and improvements of every kind thereon, including sidewalks adjacent thereto, in good, sanitary, and neat order, condition and repair. Tenant shall also comply with , and abide by all Federal, State, County, Municipal, and other Governmental statutes, ordinances, laws and regulations effecting the demised premises, the improvements thereon or any activity or condition on or in such premises. All appliances are a convenience to the Tenant. All repairs to the appliances are sole responsibility of Tenant.

7. **USE:** Said premises shall be used by Tenant only as a dwelling and for no other purpose and no trade, business or occupation shall be carried on therein; nor shall said premises or any part thereof, be sublet or assigned, nor shall the number of occupants be increased without the written consent of the Landlord first had, nor shall said premises be used for any purpose that in the judgment of the Landlord will injure the reputation of the Landlord.

Tenant agrees not to remove any fixtures or appurtenances or cause same to be removed from the premises, or drive any nails or screws into the walls or woodwork without the consent, in writing, from the Landlord first hand.

8. **LIABILITY:** Landlord shall not be liable for theft, loss, damage, or destruction of personal property or for any damage occasioned by failure to keep said building in repair or from failure of heating equipment or by or from plumbing, water, or other pipes or fixtures or sewage, nor any damage arising from the elements, or damage arising from acts over which the Landlord has no control.

9. **INDEMNIFICATION OF LESSOR:** Landlord shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Tenant or by any person whatsoever may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Tenant or of any occupant, subtenant, visitor or user of any portion of the premises, or shall result from or be caused by any other manner or thing whether the same kind or of a different kind than the matters or things above set forth, and Tenant shall indemnify Landlord against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Tenant hereby waives all claims against Landlord for damages to the building and improvements that are now or hereinafter placed or built on the premises, and for injuries to persons or property in or about the premises, for any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of Landlord, its agents, or employees.

10. **INSURANCE:** Tenant shall obtain a tenants policy of insurance insuring his personal property within the dwelling. In the case of damage to the dwelling through the negligence of the tenant, or through accident, tenant shall be liable to reimburse Landlord for the deductible portion of the expenses. Tenant shall be responsible for replacing all broken glass, providing the cost does not exceed the deductible portion of the Insurance Policy Coverage obtained by the Landlord, in which case Insurance will pay for the expense above the deductible amount. Landlord shall maintain fire insurance coverage on the premises.
11. **DEFAULT:** In the event of any breach of this Lease by Tenant, Landlord, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant. Should Landlord elect to re-enter, as herein provided, or should take possession pursuant to legal proceedings or pursuant to any notice provided to Tenant, provided for by Law, Landlord may either terminate this Lease, or it may from time to time, without terminating this Lease, re-let the demised premises or any part thereof for such term or terms (which may be a term extending beyond the term of this Lease), and at such rental or rentals and on such terms and conditions as Landlord, in sole discretion of Landlord, may deem advisable with the right to make alterations and repairs to the demised premises. On each such re-letting, Tenant shall be immediately liable to pay Landlord, in addition to any indebtedness other than rent due hereunder, the expenses of such re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the demised premises for such period of such re-letting.

12. **SECURITY DEPOSIT:** As security for Tenant's performance of the covenants and conditions herein set forth to be performed by Tenant, Tenant shall pay Landlord, upon execution hereof, the sum of _____ Dollars (Security Deposit) in addition to the rental payments due hereunder. Said Security Deposit shall be held by Landlord during the term of this Lease. Landlord shall return said Security Deposit to Tenant, deducting therefrom the cost of any necessary repairs or replacements required to place the premises in the same condition as existed upon commencement of the term herein. Notwithstanding the foregoing however, part of the cost of repair shall include cleaning of the premises, including carpeting, required to place the house in a condition necessary for lease or sale.

The security deposit held by the Landlord will be returned to the Tenant thirty days after vacating the premises, and upon proof of payment of all water, sewer, and utility bills, which may be liens against the property. If, upon inspection of the property after Tenant vacates, damages are discovered in excess of the Security Deposit withheld by Landlord, Tenant shall remit to Landlord an amount covering these expenditures upon submittal of an expense report by the Landlord.

13. **RIGHT OF INSPECTION:** Landlord retains the right to inspect the premises, with reasonable notice to Tenant.

Landlord or his agent may show the premises to prospective tenants or purchasers during the final 30 day period of the lease.

14. **PETS:** No pets shall be allowed without prior written consent by Landlord.

15. **PEACEFUL POSSESSION:** Landlord warrants and defends the Tenant in the enjoyment and peaceful possession of the premises, during the term of the lease, provided that Tenant performs all and singular the covenants herein agreed to be performed by Tenant.

IN WITNESS WHEREOF, the parties hereto have signed this _____page Lease Agreement, this being the ____th page, on the _____day of _____, 20_____.

Landlord

Tenant

Landlord

Tenant

Social Security Number

Work #

Home #