



# Lease Contract for Property at 2106 Lion Heart Dr., Miamisburg, OH 45342

Rev .04.30.14

This lease and exhibits attached hereto constitute the entire agreement between the parties. Any prior conversations or writings are merged herein and are extinguished. No subsequent amendments to this Lease shall be binding upon Lessor or Tenant unless reduced to writing and signed by both parties.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions of this Lease.

In consideration of the agreement of the Tenant(s), known as \_\_\_\_\_, the Property Manager, owner or its agent, Peggy A. Rahe, Realtor hereby rents the dwelling located at 2106 Lion Heart Dr., Miamisburg, OH 45342 for the period commencing on the \_\_\_\_ day of \_\_\_\_\_ 2014, monthly thereafter until \_\_\_\_ day of \_\_\_\_\_ 2015, at which time this agreement is terminated. At owner's option lease will be extended if all payments have been made early or on time. Tenant(s) in consideration of Owners permitting them to occupy the above property, hereby agree(s) to the following conditions:

**1) RENT:** To Pay as rental the sum of **\$1575.00** per month, due and payable in advance of the first day of every month. Such rental amount to be adjusted periodically to compensate for the increasing inflation rate. Failure to pay rent when due will result in the Owner taking immediate legal action to evict the Tenant from the premises and seize the security deposit. The above amount does NOT include pet fees, smoke removal fees, etc. See riders for additional monthly fees.

**2) DISCOUNT:** As an incentive to the Tenant to pay his/her rent payments "AHEAD OF the TIME" they are due and for being responsible for general maintenance of the premises, yard and appliances, a discount in the amount of **\$100.00** may be deducted from the rental sum each month resulting in a discounted rent payment of **\$1475.00**. Rent payments must be post marked or delivered to the Landlord prior to 12:01 am on the 1st day of each month to be considered "ahead of time". **Such discount will be forfeited if the Tenant fails to pay "ahead of time" or requests the landlord to perform a general maintenance call that could be handled for less than \$100.00.** In the event the discount is lost one month, this will not prevent the Tenant from benefiting from the discount in subsequent months as long as all payments, including lost discounts, are current before the 1st of the next month. Discounts lost due to a maintenance call will be added to the next month's rent due - see paragraph titled "Repairs". Pet fees, smoke fees or other fees are in addition to the normal rent, gross or net. Landlord will subtract loss discounts from deposit if they are not paid before departure of property.

**3) SECURITY DEPOSIT:** Tenant pays a security deposit of **\$1,500.00** rent to secure Tenant's pledge of full compliance with the terms of this agreement. Note: **THE DEPOSIT MAY NOT BE USED TO PAY RENT DURING THE TENANCY**, although the landlord may claim the security deposit for past due rent. The security deposit will be used at the end of tenancy to compensate the owner for any damages or unpaid rent or charges, as stated in paragraph titled "Return of Deposit". Any damages not previously reported, as required in paragraph titled "Five Day Inspection" will be repaired at Tenant's expense. Deposits are not kept in an interest bearing bank account. Deposit will be returned, without interest, provided all agreements have been met.

**4) KEY & GARAGE DOOR OPENER DEPOSIT:** A key deposit of **is waived for (2) keys and (2)** All keys must be returned to receive full Security Deposit. If all keys are not returned, owner will charge Tenant(s) for locksmith fees to change or install new locks with new keys. Locksmith fee and all associated fees will be deducted from security deposit or billed at owner/manager's discretion.

**5) RETURN OF DEPOSIT OR FEES:** In accordance with Section 5321.16 of the Ohio Revised Code, release of security deposits is subject to the provisions of the Ohio Statues as follows:

- A. The full term of the Rental/Lease Agreement has been completed.
- B. A full 2 months written notice has been sent to the Owner (or agent) by registered mail or acknowledge via email prior to vacating. One exception; military clause if signed.
- C. No damage or deterioration of the premises, buildings, and grounds is evident. Property is returned in same condition as rented. Scuffed walls and holes are to be repaired and painted with same paint as original. If a wall needs repaired that wall will be painted. All repairs are to be made by professional contractors. All carpets are to be professionally cleaned, (no home shampoo or rented shampoo machine shall be considered acceptable), as approved by landlord. Landlord will provide paint for touch up painting which is the responsibility of the Tenant. If necessary, landlord will hire a professional cleaning or painting service to bring the house into good condition at Tenant's expense. All carpets must be clean on departure.
- D. Grass, trees, exterior of property to be in good condition. Grass to be cut. If grass has not been maintained at time of surrender of property a landscape company will be hired by landlord at Tenant's expense. Rock beds are to be cleaned and maintained.
- E. The entire dwelling, appliances, closets, cupboards, stove, oven and dishwasher must be cleaned and free from insects, all debris and rubbish have been removed from the property, carpets and floors are left clean and odorless (professionally cleaned only). Windows are to be cleaned inside and out. Showers are to be scrubbed and in good condition. Light bulbs shall be replaced if burned out in all outlets.
- F. Garage doors openers are returned and in working order. Garage door to be functional and working without damage.
- G. All unpaid charges have been paid including but not limited to late charges, visitor charges, pet charges, smoking charges, delinquent rents, utilities charges, etc.
- H. Tenant is responsible for obtaining final readings on all utilities. No deposits are returned until utilities are paid to date in full by Tenant.
- I. Appliances are to be returned in the same condition as rented. All repairs for damage to appliances while being rented are Tenant's responsibility. No appliances may be removed or replaced without express written permission from Property Manager/Agent or its owner(s). No Exceptions. Cleaning fees apply if appliances are NOT returned in good condition.
- J. All keys have been returned, including keys to any new locks installed while Tenant was in possession. Any locksmith fees incurred because keys or garage door openers are not returned are Tenant's responsibility.
- K. A forwarding address has been left with the owner.

Within sixty (30) days after termination of occupancy the Property Manager/Agent or its owner(s) will send the balance of the deposit to the address provided by the Tenant in the names of all signatories hereto, or will impose a claim on all or part of the deposit on behalf of the owner and so notify the Tenant in writing. This is pursuant to Section 5321.16 of the Ohio Revised Code.

**6) METHOD OF PAYMENT:** The initial security deposit and 1st month's rent payment must both be made by cashier's check drawn on a local financial institution. A \$50 fee plus bank charges will be applied to any returned checks. All checks to be made payable to: **Equity Trust, Custodian, FBO IRA Client #Z142031**. Future monthly rents are to be mailed to: Equity Trust, Custodian, PO Box 732, Waynesville, OH 45068.

Page 2 of 9 Tenant(s) initials (all parties): \_\_\_\_\_ date: \_\_\_\_\_

**7) LOST RENTS:** Rent as mailed through the United States mail, are at Tenant's risk. Any rents lost in the mail will be treated as if unpaid until received by Property Manager/Agent or its owner(s). It is recommended that payments be mailed at least 7 days in advance of due date. Any check written incorrectly will be returned, not accepted. Note, this may cause loss of early pay and incur late fees.

**8) DISHONORED CHECKS:** A dishonored check waives the discount for that month. All expenses caused by bad checks must be paid by Tenant(s). Returned check will be assessed a \$50 fee plus the lending institution charges fee will apply.

**9) LATE PAYMENT:** Tenant agrees to pay a late charge of \$45.00 per day each time the TOTAL rent is not received by the owner on the first day of each month, regardless of cause, including dishonored checks. Eviction process will begin immediately if rent is not received on the first day of the month. We reserve the right to deduct from deposits all late fees, pet fees unpaid or other expenses unpaid in order to clear your account.

**10) PARTIAL PAYMENTS:** The acceptance by the Property Manager/Agent or its owner(s) of partial payments of the rent due shall not under any circumstances, constitute a waiver of the Property Manager/Agent or its owner(s), nor affect any notice or legal proceedings in unlawful detainer theretofore given or commenced under Chapter 1923 of the Ohio Revised Code.

**11) EXTRA VISITORS:** Tenant agrees to use said dwelling as living quarters only for \_\_\_\_ adults and \_\_\_\_ children. A fee of \$100 each month for each additional person who occupies the premises in any capacity will be assessed. If not paid at time of occupancy, it will be deducted from security deposit.

**12) SUB-LETTING:** Tenant agrees not to Assign this Agreement, nor to Sub-Let any part of the property, nor allow any persons to live therein, other than as named in Paragraph titled (Extra Visitors), without first requesting and receiving written permission from the Property Manager/Agent or its owner(s) and paying the appropriate sir-charge.

**13) APPLIANCES:** The above rental payment specifically **EXCLUDES** all appliances. Such appliances are there solely at the convenience of the Property Manager/Agent or its owner(s), who assumes no responsibility for their operation. Renter shall maintain all appliances to be kept in good working order. A Home Warranty has been purchased for this property. The Tenant may pay the nominal fee to utilize these services for appliances. Appliances are "1" stove "1" dishwasher, "1" disposal and "1" Water Softener. In the event they become unsatisfactory after occupancy has started, the Tenants shall inform the Owner or its agent/manager and Tenant may elect to have them repaired, at no cost to the Property Manager/Agent or its owner(s). No appliances are to be removed without landlord/owner permission. If they are removed replacements for new models will be taken from deposit. You will be charged additional fees as necessary to replace appliances. Addional appliances may be available as per Exhibit I.

**14) UTILITIES:** Utilities include but are not limited to: garbage collection fees, water, sewer charges, telephone, gas, electric, and cable TV. Tenant will be responsible for payment of all utilities incurred during their residency. They specifically authorize Owner to deduct amounts of unpaid bills from their security deposit in the event they remain unpaid after termination of this agreement, in according with Section 5321.16 of the Ohio Revised Code. Tenant must put all utilities in their own name to commence first day of rental contract date. Tenant must allow access to all utility companies and landlord/owner for final utility reading at the end of this lease in order to transfer utilities out of Tenant name to new Tenant or landlord/owner. If water bill is NOT paid Tenant will be evicted as soon as notification is received by Property Manager/owner or its agent. No satellite dishes or cable TV wiring are to be affixed to the property. The property Property Manager/Agent or its owner(s) must be contacted to obtain approval in writing for a suitable approach for installing satellite dishes or cable TV wiring. No drilling or holes in the property without permission.

**15) THIRTY-DAY INSPECTION:** Under the terms of this lease/rental agreement, Tenants will be provided with an inspection sheet. It is their obligation to inspect the premises and to fill out and return to the Property Manager/Agent or its owner(s) their inspection sheet within thirty (30) days after taking possession of the premises. This will become an exhibit to the lease. It will be presumed that the house and appliances are functioning in a satisfactory manner in all respects after the expiration of the thirty (30) days, unless specifically noted on the inspection sheet. Tenant agrees that failure to file such a statement shall be conclusive proof that there were no defects of note in the property or appliances. After that time, the Tenant is obligated to provide for routine maintenance, at their expense, or to loose the discount during any month a requested repair

Page 3 of 9 Tenant(s) initials (all parties): \_\_\_\_\_ date: \_\_\_\_\_

is made by the landlord or owner that costs less than the discount.

**16) ACCEPTANCE OF PROPERTY:** Tenant accepts the condition of the subject property, waiving inspection of same by Property Manager/Agent or its owner(s), and repair of defects, if any. Tenant further agrees to indemnify Property Manager/Agent or its owner(s) against any loss or liability arising out of Tenant's use of the property, including anyone using the property for any reason.

**17) HOUSE MAINTENANCE:** Tenant agrees to maintain premises during the period of this agreement and to prevent any deterioration. House shall be returned in good order. Tenant is responsible for any walls that have marks, smudges, holes, dirt, etc. Tenant will have property returned to its original condition. All walls are with holes or any scuff marks at time of departure will be taken from deposit to return property to restore to good order. Garage door and exterior doors are to be maintained. Any dings or holes shall be repaired at Tenant's expense. Property shall be returned in same condition at the end of the lease. If holes are patched that will must be painted. This includes but is not limited to woodwork, floors, carpeting, walls, furnishings, fixtures, appliances, windows, screens, doors, plumbing, electrical, air conditioning and heating and mechanical systems.

Tenant acknowledges specific responsibility for:

- A. **Filters:** Tenants responsible for replacing and/or cleaning filters on AC, heating units and appliances. Any damages to units directly attributable from not changing or cleaning filters will be paid for entirely by the Tenant.
- B. **Walls/Ceilings:** Tacks, nails, or other hangers nailed or screwed into the walls or ceilings will be removed and holes patched and repainted at the termination of this agreement by Tenant(s).
- C. **Damages:** caused by rain, wind or hail as a result of leaving windows or doors open, or damage caused by overflow of water, or stoppage of waste pipes, breakage of glass, damage to screens are responsibility of Tenants. Any leaks, storm damage must be reported. Any obvious damage not reported that causes damage to the property will be charged to the Tenant if it is not reported.
- D. **Painting:** No painting is permitted in or on the property without written permission of landlord.
- E. **Wallpaper:** No wallpaper or borders are permitted on interior or exterior of home anywhere under any condition.
- F. **Carpets:** Tenant will have carpets professionally dry cleaned after vacating property upon termination of lease as required by Property Manager/Agent or its owner(s), and a copy of the receipt provided to Property Manager. Property Manager/Agent or its owner(s) will determine which company shall clean carpets.
- G. **Salt:** No salt or snow melting products may be applied to any concrete surface. Sand is the only acceptable snow melting method. Salt will damage concrete. Do NOT use salt. Tenant will pay any damage incurred by using such products. This includes pet damage.
- H. **Smoke Detectors:** Tenant is responsible for all battery replacement for smoke detectors. Safety is important and Tenant is fully responsible to make sure all precautions are made to check safety items in this property every 3 months.
- I. **Appliances:** All appliances, furnace, air conditioner, hot water heater and other appliances must be checked regularly and any deficiencies reported to Property Manager/Agent or its owner(s) immediately.
- J. **Blinds:** If any blinds or window treatments are damaged. Tenant will pay to replace any damaged blinds or window coverings.
- K. **Pest Control:** Tenant agrees to provide pest control in the event it is needed. This property has no evidence of bed bugs or fleas or other infestations indoor or outdoor. When Tenant takes occupancy, Tenant becomes responsible for any pests or infestations on property and must have professionally treated at Tenants own expense to have all pests removed.
- L. **Yard/Landscaping:** Tenant agrees to maintain premises during the period of this agreement and to prevent any deterioration. Shrubs, trees, and grass are to be watered and maintained properly. Yard maintenance includes periodic treatment with fertilizers and lawn weed killers plus regular watering, cutting and trimming so shrubs and trees remain healthy and continue growing. If Tenant neglects yard and landscaping, then landlord will hire professional yard care at Tenant's expense. Repairs to restore landscaping and yard to healthy condition after Tenant vacates property will be deducted from security deposits. Any grass or landscape that dies from lack of water will be replaced at Tenant's expense.

**18) REPAIRS:** In the event repairs are needed beyond the competence of the Tenant, he or she is urged to arrange for professional assistance. Tenants are offered the discount as an incentive to make their own decisions on the property they live in and to allow the Owner to rent the property without the need to employ additional management. Therefore, as much as possible, the Tenant should refrain from contacting the Property Manager/Agent or its owner(s) concerning minor repairs (cost less than the discount) since such involvement by the owner will result in the loss of the discount. Owner is to be contacted for all emergencies or repairs costing more than the discount. ANY REPAIRS THAT WILL COST MORE THAN THE AMOUNT OF THE DISCOUNT MUST BE PRE-APPROVED BY THE Property Manager/Agent or its owner(s) OR THE TENANT WILL BE RESPONSIBLE FOR THE ENTIRE COST OF THAT REPAIR. Tenant will retain discount when Owner makes repairs that cost more than the discount.

**19) IMPROVEMENTS & LOCK-OUT:** Any improvements made by the Tenant shall become the property of the Owner(s) at the conclusion of this agreement. No wallpaper is ever permitted. Property Manager/Agent or its owner(s) must approve all improvements in writing before they are made. No locks shall be changed. In the event a Tenant is locked out of the property they shall contact Property Manager/Agent or its owner(s). If no one is available within 7 hours Tenant will hire and pay for a lock smith to gain safe entry to property without damage. Any damage is the responsibility of the Tenant. A \$50 trip charge shall be paid in cash to Property Manager/Agent or its owner(s) to open doors for Tenants. You must provide photo ID and must be on the lease to gain entry from Property Manager/Agent or its owner(s). No painting, decals, alterations such as texture paint is permitted inside or outside of this property.

**20) ALTERATIONS:** No alterations or redecorating of any kind to the dwelling shall be made without prior written consent of the Owner. All unauthorized alterations will be paid by Tenant(s) through collection, deposit or any action deemed necessary to restore property to its original condition. No cable or wiring of any type is allowed without written permission. No holes are allowed in the siding or any part of this property without written permission.

**21) WORKERS WARRANTY:** All parties to this agreement warrant that any work or repairs performed by the Tenant will be undertaken personally only if she/he is competent and qualified to perform the work. If Tenant does not have the skills required to perform the work a professional shall be hired. The person performing the work will be totally responsible for all activities to assure they are done in a safe manner, which will meet all the applicable statues. They further warrant that they will be accountable for any mishaps or accidents resulting from such work and that they will hold the Property Manager/Agent or its owner(s) free from harm, litigation, or claims of any other person.

**22) REMOVAL OF PROPERTY:** Tenant agrees not to remove or alter the property without specific written permission from the owner. Any removal or alteration of Property Manager/Agent or its owner(s) property without prior written permission shall constitute abandonment and surrender of the premises and termination by the Tenant of this agreement. Property Manager/Agent or its owner(s) may take immediate possession and exclude Tenant from the property, storing all Tenants possessions at Tenant's expense pending reimbursement in full for Property Manager/Agent or its owner(s) loss and damages.

**23) INSURANCE:** It is Tenant's responsibility to provide their own personal property and liability insurance at their own expense. Property Manager/Agent or its owner(s) offers NO coverage for Tenant's personal effects. A renter's policy must be in effect and a copy must be presented to landlord manager or owner before keys are presented for property for occupancy. **This policy must name Equity Trust, Custodian, FBO IRA Client #Z142031 as additional insured on policy. This policy must be in force as long as you occupy the property. A copy of the policy must be submitted yearly. Have your insurance agent fax a policy to Equity Trust at 937-886-5035.** If a policy is canceled or not received this is a violation of this agreement and your lease is terminated immediately and you will be asked to leave. YOU will not receive any refund for deposits or rents. You may be held liable for any damages for breaching this lease agreement. **If a Pet is allowed on the property, a PET RIDER must be included on the policy.**

**24) PERSONAL PROPERTY:** No rights of storage are given by this agreement. The Property Manager/Agent or its owner(s) shall not be liable for any loss of personal property by fire, theft, breakage, burglary, or otherwise for any accidental damage to persons or property in or about the leased/rented premises or building resulting from electrical failure, water, rain, windstorm, or any act of God, or negligence of Property Manager/Agent or its owner(s), contractors, or employees, or by any other cause, whatsoever. Tenant hereby covenants and agrees to make no claim for any such damages or loss against Property Manager/Agent or its owner(s).

**25) ENTRY:** Property Manager/Agent or its owner(s) may enter property immediately for emergency purposes. A 24-hour notice will be given for non-emergency entry and maintenance. Tenant agrees to allow entry for all emergency or 24 hour notices. With 24-hour notice, periodic inspections will be made by owners or their agents to perform preventative maintenance. These inspections can involve any and all portions of the house and premises. Landlord/owner will inspect the property every 6 months with 24-hour notice for wood boring pests. Inspection for termites and wood boring pests will include inspection of entire property including all closets may be performed every 6 months as necessary. Property Manager may arrange a house inspection every 6 or 12 months for general inspection of property condition to protect the integrity of the dwelling.

**26) LEASE EXPIRATION - SHOWINGS:** Owner has the right to show the property to prospective Tenants up to 90 days in advance of lease expiration. Landlord shall give minimum 5-hour notice for showings. If Tenant is uncooperative, landlord shall enter property to show prospective Tenants without notice. In the event owner places the property for sale, Tenant will allow showings with 5-hour notice. Tenant will allow an open house to secure a buyer or renter the first and third Sunday of each month. Property Manager/Agent or its owner(s) will install a lock box key and for rent or for sale sign for entry of Realtors to show property with proper notice to Tenant. Tenant will NOT remove or damage For Rent or For Sale signs. Property shall have lock box installed with key not to be removed by Tenant(s). This lease is NOT an automatic renewable lease and ends on date per page 1. A new lease, addendum or signature and date required by lease and lessor must be signed as a new lease.

**27) PETS:** No pets are permitted to live at this property UNLESS Tenant obtains written permission from the Property Manager/Agent or its owner(s) and both sign and agree to all provisions of the PET RIDER. Unless a pet rider is signed, no pets are permitted at the property, under any circumstances. If Tenant is found to be keeping a pet at the property, without the appropriate rider, this will be cause for immediate eviction. Tenant is liable for any and all damages caused by pets. Pet fee will be charged as set in pet rider. Tenant is subject to forfeiting entire security deposit for violation of this rule plus any damage done. If it is found you have pet(s) you will be charged \$35 per pet for the entire lease term plus pet deposit \$500.00 per pet. If you refuse to pay it will be deducted from your security deposit. If sufficient funds are not available you will be charged in court for violations. If a Pet is permitted on the property, Tenant will include a Pet Rider on the Liability Insurance Policy required, as per Paragraph 23.

Carpet shall show NO trace of urine or renter shall be held responsible to replace entire carpet and forfeits entire security deposit plus damages unless a pet agreement is signed. A black light will be used to determine pet urine on carpet. If it is found you have harbored pets illegally a fee of \$25 per day will be charged to you and immediate eviction will begin for violation of contract.

**28) SMOKING:** Tenant agrees this is a **NON SMOKING** property. No smoking is permitted in the rental unit. This includes the garage, front porch and basement. In the event a Tenant's guest smokes they are required to smoke only outside away from the dwelling. Any and all costs or damage incurred due to smoking is the sole responsibility of the Tenant, which could result in the loss of deposit if expenses are incurred for smoke removal. Tenant is responsible for their guest. Any smoke damage will result in deposit loss and possible court action for damages. All damages will be taken from security deposit.

**30) SATELLITE DISHES CABLE TV & TELEPHONE:** Are not allowed to be attached to property. The Property Manager/Agent or its owner(s) must be contacted to obtain approval in writing for a suitable approach for installing satellite dishes or cable TV wiring. No wiring or drilling or holes in the property without permission. No holes may be installed on siding or anywhere on house without "written" permission from Property Manager/Agent or its owner(s). Violation will result in loss of deposit plus any damage to replace siding or other articles of home. **Internet/Cable/Satellite:** No satellite dishes or cable TV wiring are to be affixed to the property.

Page 6 of 9 Tenant(s) initials (all parties): \_\_\_\_\_ date: \_\_\_\_\_



**31) PROPERTY DEPARTURE** – All personal effects and debris must be removed from property, keys and garage door opener(s) returned in good working order before any deposits are returned. All walls and carpets will be returned to the same condition that you received this property in or deducted from deposits. It is your responsibility to make sure dishwasher, stove, plumbing, fireplace; lights and all mechanical items are in good working order before deposits are returned. Once you have given notice we will furnish you with names of professional carpet cleaners and repair/painters approved to do work to fix any damage you have incurred. All work must be complete by a licensed bonded contractor. No deposits will be returned until all utilities are paid in full.

**32) Updated EMERGENCY CONTACT:** In the event of an emergency, Property Manager/Agent or its owner(s) should contact: **(Must be filled in)**

Non-family Name \_\_\_\_\_ Cell Phone \_\_\_\_\_

Relationship \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email address: \_\_\_\_\_ home phone \_\_\_\_\_ work phone \_\_\_\_\_

=====  
Family Member \_\_\_\_\_ Cell Phone \_\_\_\_\_

Relationship \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email address: \_\_\_\_\_ home phone \_\_\_\_\_ work phone \_\_\_\_\_

=====  
Family Name \_\_\_\_\_ Cell Phone \_\_\_\_\_

Relationship \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email address: \_\_\_\_\_ home phone \_\_\_\_\_ work phone \_\_\_\_\_

Employer \_\_\_\_\_ Cell Phone \_\_\_\_\_

Supervisor \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email address: \_\_\_\_\_ home phone \_\_\_\_\_ work phone \_\_\_\_\_

In the event you change employment, retire, are laid off or have other employment changes you MUST notify Property  
Page 7 of 9 Tenant(s) initials (all parties): \_\_\_\_\_ date: \_\_\_\_\_

Manager. If you fail to provide change of information Property Manager/Agent or its owner(s) will terminate your lease immediately. All changes must be in writing. Phone calls are not acceptable. Fax information to: 1-937-886-5035.

**33) TENANT'S OBLIGATIONS:** Tenant's agree to meet all obligations as stated in the Ohio Statutes, including:

- A. Taking affirmative action to insure that nothing exists which might place the Owner in violation of applicable building, housing, zoning and health codes.
- B. Keeping the dwelling clean and sanitary, removing garbage and trash as they accumulate, maintaining plumbing in good working order to prevent stoppages and/or leakage of plumbing fixtures, faucets, pipes etc.
- C. Operating all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances in a reasonable safe manner.
- D. Assuring that property belonging to the Owner is safeguarded against damage, destruction, loss, removal or theft.
- E. Conducting him/her, his/her family, friends, guests, visitors in a manner which will not disturb others. No loud parties or open containers of alcohol in or outside of the property are to be conducted. Unruly parties are subject to immediate eviction.
- F. Allowing the Owner/ or Owner's Agent to access the premises for the purpose of inspections, repairs, or to show the property to someone else for lease or sale at reasonable hours on request. A lockbox may be installed, and used to facilitate showing of property in Owner's absence.
- G. Tenant will not allow illegal drugs on premises. We co-operate fully with the local police departments.
- H. Living up to all of the provisions of this Rental/Lease Agreement, particularly with respect to paying the rent on time and caring for the property.
- I. Further that covenants contained in this Rental Agreement, once breached cannot afterward be performed; and that unlawful detainer proceeding may be commenced at once without notice.
- J. Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be grounds for termination of this agreement and loss of all deposits without further recourse.

**34) ABANDONMENT:** If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, Owner is granted the right hereunder to take immediate possession thereto and to exclude Tenant therefore; removing at Tenant's expense all of his/her property contained therein and placing it into storage at Tenant's expense and responsibility. Owner may also take possession of Tenant's belongings, which Tenant abandoned in an attempt to recover moneys owed by Tenant.

**35) COURT COSTS AND ATTORNEY'S FEES:** Tenant agrees to pay all court costs and Attorney's fees incurred by the Owner in enforcing legal action or any of the Owner's other rights under this agreement or any law of the State of Ohio.

**36) Ohio Law Prevails:** In the event any portion of the Agreement shall be found to be insupportable under Chapter 5321 of the Ohio Revised Code, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. The laws of the State of Ohio in which lessor's property is located shall govern the validity, performance, enforcement and interpretation of this Lease. If any of the provisions of this Lease are held to be invalid, none of the other provisions shall thereby be rendered invalid or inoperative as long as the remaining Lease Agreement does not frustrate the intents of the Lessor and Tenant, but tends to accomplish their overall objectives.

Page 8 of 9 Tenant(s) initials (all parties): \_\_\_\_\_ date: \_\_\_\_\_



**37) Grantor** agrees to pay Lessor's costs and attorney fees and other expenses incurred by Lessor in enforcing this Guaranty against Guarantors and agrees that this Guaranty is primary obligation of Guarantors allowing Lessor to Proceed, at its option, directly against Guarantors without first having obtained judgment or having commenced an action against Tenant. If there is more than one guarantor, each guarantor shall be jointly and severally liable hereunder.

**38) Property Manager/Agent or its owner(s) STATEMENTS:** All rights given to the Property Manager/Agent or its owner(s) by the agreement shall be cumulative in addition to any other laws which might exist or come into being. Any exercise or failure to exercise, by the Property Manager/Agent or its owner(s) of any right shall not act as a waiver of any other rights. No statement or promise of Owner(s) or their Agent as tenancy, repairs, alterations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed.

**39) ACKNOWLEDGEMENT:** In this agreement the singular number, where used, will also include the plural, the masculine gender will include the feminine, the term Owner will include Landlord and Lessor, and the term Tenant will include Tenant and Lessee. The below-signed parties acknowledge that they have read understand and accept all of the provisions of this agreement.

**40) Assignment:** This lease will not be assigned without permission of Property Manager/Agent or its owner(s). Death is no exception. Upon the death of the responsible Tenant this lease shall be considered terminated immediately. In the event a Tenant plans to file bankruptcy lease(s) must notify Property Manager/Agent or its owner(s). If immediate notification is not received the lease will be cancelled immediately. If Tenant(s) refuse to move Property Manager/Agent or its owner(s) will file eviction with local court at the expense of the Tenant under OHIO law.

**41) RIGHT TO SIGN:** The individual(s) signing this Lease/Rental Agreement as Tenant(s) stipulates and warrants that he/she/they have the right to sign for and to bind all occupants.

**42) SEE EXHIBITS:**

- "A" Water/Sewer/Trash
- "B" Electric/Cable Service
- "C" Property/Renters Insurance
- "D" Pet Rider
- "E" Furnace Filter
- "F" Smoker Detector
- "G" Lawn Care
- "H" Trash/Safety
- "I" Additional Appliance Rental (Washer, Dryer, Refrigerator)
- "J" Water Softener

ACCEPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Dayton, Ohio

\_\_\_\_\_  
Property Manager/Agent or its owner(s)

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

This lease is NOT binding unless signed by Property Manager/Agent or its owner(s)

**Deliver checks to: Equity Trust, Custodian, FBO Client IRA Z142031**

**Equity Trust**  
PO Box 732  
Waynesville, OH 45068

Page 9 of 9 Tenant(s) initials (all parties): \_\_\_\_\_ date: \_\_\_\_\_