

# EXAMPLE

## RESIDENTIAL LEASE AGREEMENT

STATE OF OHIO  
COUNTY OF LAKE

This lease is a legal and enforceable contract. PLEASE READ IT CAREFULLY.  
This Lease, made and entered into at Painesville, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Apartment Community, hereinafter called the Landlord, and \_\_\_\_\_: jointly and severally hereinafter called Tenant.

### TERM

1.) OCCUPANCY The Landlord hereby leases to the Tenant, and the Tenant hereby rents from the Landlord, for a term of 12 months, commencing on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (unless sooner terminated as hereinafter provided) Apartment No. \_\_\_\_\_, located at Street Address and City, Ohio, County of Lake, Ohio and occupied as a strictly private dwelling apartment by the Tenants and their family consisting of \_\_\_\_\_ persons, and not otherwise. NO ADDITIONAL PERSONS SHALL OCCUPY THIS APARTMENT WITHOUT THE WRITTEN CONSENT OF THE LANDLORD.

### HOLDOVER

2.) TERMINATION OF LEASE At the end of the Lease period, this Lease does not automatically renew itself, and the Tenant shall vacate the apartment unless he enters into a new Lease Agreement or is otherwise allowed to remain by the express written consent of the Landlord. Any rights accepted by the Landlord after the expiration date of this Lease shall not constitute a waiver of this condition.

### PAYMENTS

3.) The Tenant, in consideration of the use of the demised premises and of the covenants and agreements made herein by the Landlord, leases, said premises and does hereby promise to pay, without demand, the sum of \$\_\_\_\_\_ in lawful money of the United States, payable in equal monthly installments of \$\_\_\_\_\_ each. Each payment shall be paid in advance of the 1<sup>st</sup> day of the month, thereby reducing the total amount due under the Lease.

### LATE PAYMENTS

4.) Late payments shall be subject to an additional Thirty-Five Dollars (\$35.00) late fee. Any rent not personally received by the Landlord or postmarked by the United States Post Office by the fifth (5<sup>th</sup>) day of the month shall be considered late.

### SECURITY DEPOSITS

5.) Tenant agrees to pay the Landlord a security deposit in the amount of \_\_\_\_\_-(\$\_\_\_\_\_.00) payable in full upon execution of this Lease. Said deposit shall be held by Landlord, without liability for interest thereon, as Security for the full and faithful performance by Tenant if each and every term covenant and condition of this Lease.

### CARE OF THE UNIT

6.) Tenant agrees to keep and maintain the premises in good clean condition, excepting reasonable wear and tear, and to make NO alteration or additions thereon

without the written consent of the Landlord. It is especially understood that the Tenant will maintain the following items at their own expense:

- A. Change batteries regularly in smoke detectors. Tenant agrees that all smoke detectors are working properly on the commencement day of this Lease.
- B. Keep sinks, lavatories, and commodes open.
- C. Replace all broken windows.
- D. Repair any damage to interior walls, screens, doors and all interior furnishings and hardware.
- E. Keep outside grounds free from unsightly objects and debris.
- F. Pay for any service or repair required due to Tenant's misuse of premises or pay or reimburse Landlord for any service or repair made necessary due to misuse, negligence or careless use of said premises by Tenant.
- G. Pay \$100 fine within 10 days of water loss identification if not previously reported by Tenant. Water loss is from running toilets, leaky faucets, etc.

Indiscriminate hanging of pictures, decorative plates, pennants, plaques, stick on posters and emblems or other items of similar nature shall be treated as damages. Tenant is also responsible for the acts of his visitors. Certain damages occur with regularity, and Tenant agrees to the following standard charges for such damages:

Carpet Steam Cleaning (maximum charge)	\$65.00
(Receipt required as proof of Tenant completion of carpet steam cleaning)	
Keys not turned in	\$30.00 Each
Refrigerator or Stove Dirty	\$25.00 Each
Trash or garbage left on premises	\$30.00
Furniture and large item removal	\$10.00 Each item
Cleaning of premises	\$20.00 Per room

Should any of the following items be missing, damaged or inoperative, our standard replacement costs will be charged to you:

- Light Bulb (60 watt)
- Chandelier bulbs (40 watt)
- Light fixtures
- Windows and screens
- Storm door items
- Carpet, tile and floor coverings
- Shelves for refrigerator, range and medicine cabinet
- Range burners and drip pans
- Shower rods
- Smoke Detectors and Batteries
- Other specified items

All other damages to the premises which are not ordinary wear and tear shall be charged to Tenant at the estimated cost of cleaning, repair, or replacement, whichever Landlord determines appropriate. Tenant agrees that ALL REPAIRS WILL BE MADE BY

LANDLORD'S REPAIRMAN AND CHARGED TO TENANT AT THE NORMAL FEE SCHEDULE.

DAMAGE TO TENANT'S PROPERTY

7. The Tenant covenants that neither the landlord nor his agent shall be liable for any damages or injury of the Tenant, the Tenant's agent, or employees, or their property, or to any person entering the premises or building of which the demised premises are a part, or to goods or chattels therein resulting from any defect in the structure or its equipment, or which the demised premises are a part, and, further to indemnify and save the Landlord harmless from all such claims of every kind and nature.

ACCESS

8. Tenant agrees to permit the Landlord or his agents to enter the premises at reasonable hours, after first notifying or making a diligent effort to notify Tenant, in order to: make repairs, make regular inspections, and perform other necessary work.

Tenant agrees to allow the Landlord to show premises during reasonable hours to prospective tenants, purchasers and others in the event the premises is currently on or is placed on the sales market, or during the last sixty (60) days of the lease term.

SUBLETTING AND LEASE TERMINATION

9. The Tenant covenants that he will not allow anyone to share said premises, keep Roomers or boarders, nor assign, sublet or transfer said premises or any part thereof without the Landlord's prior written consent.

The Tenant agrees that the maximum number of people occupying the premises shall be 3 per apartment, exceptions being temporary visitors. The Tenant also agrees that no guest shall live in the unit without the Landlord's written approval.

DAMAGE BY CASUALTY

10. If during the term of the Lease the premises should be partially destroyed by fire, or other casualty, the Landlord shall make whole any damage to the structure with all reasonable diligence and without interruption of Tenant. If, however he premises sustains a fire, or other casualty, that render the premises uninhabitable then the Lease shall terminate and the rent shall cease to accrue as of the date of destruction. In the event of fire, or other casualty, the Tenant is to notify the Landlord or agent at once.

MOVING OUT

11. Before vacating the premises, the Tenant agrees to notify the Landlord at least thirty (30) days in advance to make an appointment for inspection of the leased premises before moving out. Tenant will personally notify the Landlord or his agent on the date the unit is vacant and will provide the Landlord with a forwarding address. Tenant is solely responsible for the unit until the keys are returned.

USE OF PREMISES

12. Tenant covenants that the premises shall, during the terms of this Lease, be used only and exclusively for lawful and moral purposes, and no part of the premises shall be used in any manner whatsoever for any purpose in violation of a law, regulation, ordinance, or rule of the United States, the State of Ohio, County of Lake, the City of Painesville, Painesville Township, or covenants and restrictions of the premises. Tenant shall save and hold the Landlord harmless from violations by Tenant, its agents, subleases, or guests, of the law, regulations, rules, ordinances of the United States, State of Ohio, County of Lake, the City of Painesville, Painesville Township, or covenants and restrictions of the premises. Tenant further agrees not to create or allow any nuisance to

exist on the premises, and to abate any nuisance that may arise, at Tenant's expense. Tenant further agrees to abide by the Rules and Regulations established by Landlord or Landlord's agent, and such rules may be reasonably amended or altered from time to time during the lease term by Landlord. The initial Rules and Regulations are set forth on Exhibit "A" attached hereto and made a part hereof. Tenants will sign the attached Rules and Regulations as part of this Agreement.

**JOINT LIABILITY**

13. It is expressly understood that this Agreement is between the Landlord and each signatory individually and severally.

14. This Lease shall be binding upon the parties, their heirs, representatives, and assigns. If any part of this Lease is not understood, then competent advice should be sought. Time is of the essence.

15. This Lease shall be governed and construed under the laws of the State of Ohio.

16. The word premises as described in this Lease Agreement includes the halls, laundry rooms and stairwell areas as well as the common grounds used by the Tenants.

17. Tenant agrees to comply with all reasonable requests of the designated maintenance person, including cleaning of the unit, keeping noise down, complying with respect and recognize the authority of this person to act on Landlord's behalf.

IN WITNESS WHEREOF, the Landlord agrees to this Lease and the undersigned Tenants guarantee the payment of all amounts due under this Lease and performance of all promises contained herein.

**TENANTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*DATE:*

**LANDLORD:**

\_\_\_\_\_  
*Agent*

\_\_\_\_\_

*DATE:*

**EXHIBIT "A"**  
**Apartments Community Guidelines**

1. There will be a \$15.00 charge for each returned check that is repaid by the 5<sup>th</sup> day of the month. After the 5<sup>th</sup> day of the month, the returned check fee of \$35.00 shall be charged.
2. There will be a \$15.00 charge to let any Tenant or guests of Tenant into their apartment for whatever reason. The charge for new keys shall be \$5.00 for each key requested.
3. No pets shall be allowed at any time without the written consent of the Landlord.
4. All emergency repair requests should be given to **the Service Technician**. If the request is not an emergency, request the repair in writing and enclose with your rent.
5. Sidewalks, driveways, entry passages, halls, public corridors, and stairways shall not be obstructed by Tenants or guests, or used for any purposes except ingress and egress.
6. No Tenants or their guests shall cause any excessive noise or disturbances at any time. Loud radio, television or stereo will NOT be tolerated and special care should be taken to prevent all noise levels before 8:00 AM and after 10:00 PM.
7. All garbage and refuse shall be properly contained and disposed of in the dumpsters provided. Owners of trash or trash bags left on the dumpster lid, beside the dumpster, in the hallways or in laundry rooms will be charged for up to 3 offenses costing \$10.00, \$20.00 and \$50.00 respectively. After the fourth offense the Tenant will be required to vacate the premises.
8. There will be a \$50.00 charge to any person found putting anything other than normal residential garbage into or near the trash dumpsters. No furniture, business waste or appliances are permitted.
9. Responsibility for normal household maintenance shall fall upon the Tenants, including such repairs as replacing light bulbs or fuses, cleaning of carpets, sinks, commodes, replacement of appliance light bulbs, etc. as stated in the Lease Agreement.
10. The Tenants under no circumstances shall turn off the heat completely to said premises during winter months. When departing for vacation, leave the thermostat no lower than 50 degrees Fahrenheit. If damage to pipes occurs because of disregard of this clause, said damages will be the responsibility of the Tenant, as well as any damages incidental thereto.
11. Tenant shall wash or replace, if damaged, air conditioner or heater unit filters EVERY MONTH. Costly repairs caused by dirty filters shall be charged back to the Tenant.
12. If there is any type of emergency, the Tenant shall call the police or fire department immediately.
13. No loitering or standing around (other than brief conversation) is permitted in the hallways or parking area at any time by Tenants or guests.

14. Children playing outside must be supervised by an adult. Children are NOT permitted to play around cars in the parking area.
15. No live pine trees or live Christmas trees shall be allowed anywhere inside any building. The trees are a fire hazard, pine needles stick in the carpets and Major Waste Disposal Company will not remove the trees from the property.
16. Propping open of doors will not be tolerated.

**TENANTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*DATE:*

**LANDLORD:**

\_\_\_\_\_  
*- Agent*

\_\_\_\_\_  
*DATE:*