

# SAMPLE/VOID

## Residential Lease Agreement

THIS LEASE AGREEMENT, dated \_\_\_\_\_ Is between: LANDLORD, Referred to in this lease As the Landlord, and \_\_\_\_\_

Referred to in this Lease as the Tenant. Where one or more adults lease the Premises, they are jointly and severally liable for the performance of each and every obligation of Tenant as provided in this Lease.

**LET IT BE KNOWN by this written agreement that for and in consideration of the rent to be paid, and the other responsibilities, covenants, and duties to be performed by Tenant as specified below. Landlord hereby rents for twelve months (12) from above date to Tenant the property known as:**

\_\_\_\_\_  
Tenant agrees to pay Landlord, its successors and assigns, by check or money order, without demand, deduction or set off as rent for the premises the total sum of \$ \_\_\_\_\_ and payable in monthly installments of \$ \_\_\_\_\_ each in advance of the first day of each month or as agreed upon.

#### TERMS OF AGREEMENT \_\_\_\_\_

(Plus \$ \_\_\_\_\_ as the prorated rent for \_\_\_\_\_ number of days). At a place designated by landlord. **Tenant hereby agrees to mail, the entire amount of water bill owed for the above said rental. Tenant understands that nonpayment of water bill will be considered nonpayment of rent. Landlord will provide tenant a copy of water bill and will pay water bill with funds paid by tenant. Any late charges as a result of tenant's failure to pay on time will be the responsibility of tenant. (WATER BILL EXCLUDE SECTION 8 PARTICIPANTS)**

**Rent must be received no later than the fifth of each month or as agreed upon above. Water bill payment post marked on before the 15<sup>th</sup>**

#### LATE FEE

If Landlord does not receive the **rent, or other charges** in full by **the FIFTH DAY OF EACH MONTH OR ON AGREED UPON DATE**, or if any additional **rent, water, or other charges** under this Lease are not paid in full when due. This shall be considered a breach of this Lease and Tenant shall be in default under this Lease, and shall be subject to all remedies afforded Landlord under the law and by this Lease. If the full rental payment is not paid to Landlord after the **FIFTH DAY OF EACH MONTH OR ON AGREED UPON DATE, RENTAL PAYMENT SHALL INCLUDE A LATE CHARGE OF FIFTY DOLLARS (\$50.00) FOR EACH ACCURANCE. EVICTION STARTED ON THE NEXT DAY AFTER PAYMENT IS DUE.** Any payment made after the third of any month shall be made in the form of an official bank check or money order. No partial rent payments will be accepted (Unless otherwise agreed upon). **A late fee of \$10.00 will be also be added for water bills not received or postmarked on before the 15<sup>th</sup> of each month. To be paid when water bill is paid. (This late fee is separate from the water bill late fee, also to be paid by tenant)**

#### NON-SUFFICIENT FUNDS FEE

Payment of rent may be made by personal check OR electronic form prior to the fifth of every month, until the first check is returned unpaid or otherwise not paid, regardless of cause. Tenant shall pay a **Non-Sufficient Funds Fee of \$50.00** in addition to late charges as provided above. The personal check must be replaced by an cash/official bank check/money order. This shall include all additional fees and late charges. No payments may be made by personal check/electronic form, thereafter-, all subsequent payments must be paid with cash/official bank check or money order.

#### ELECTRONIC PAYMENTS

Rents are to be delivered so as to provide credit of good funds to the account of the tenant for the benefit of the landlord by the date required. A grace period of 5 days allows for the delivery of good funds without penalty and a late fee of \$50.00 shall be assessed. In the event any draft or deposit is made without good funds available a fee of \$50.00 (Not a Late fee) shall be assessed for each worthless draft or deposit as an accounting charge.

**"delivered"** means by hand by the tenant or their agent, by carrier pigeon, by electronic transfer, automatic withdrawals, U.S. Mail, or any other system that accomplishes the task required. **Rent is not considered paid until funds are physically in landlords/agents hand or in authorized bank account**

\* **Tenant agrees with above "Non-sufficient funds fee & electronic payments statements"** \_\_\_\_\_

#### SECURITY DEPOSIT

Tenant must deposit \$ \_\_\_\_\_ As Security Deposit, at the time of signing this Lease.

If the Tenant fails to deposit the entire Security Deposit, Tenant shall be in breach of the Security Deposit obligation of this Lease. Landlord

may deduct from this deposit the cost of any damages to the Premises, the cost of any cleaning not completed by Tenant, any unpaid amount due under this Lease, and the cost of any damage or loss suffered by the Landlord due to Tenants default or failure under any of its provisions. However, if the total amount of such cost or damages exceed the amount of the security deposit, tenant shall be liable for the excess amount above and beyond said deposit.

**A \$100.00 service fee plus postage will be charged either from security or water deposit, if itemized list with refund has to be resent.**

#### **WATER UTILITY DEPOSIT**

Tenant shall also pay a water utility deposit of **\$250.00** Tenant understands that water bill will be 2-3 months behind, and upon moving out a balance will still be owed on said rental property. Tenant understands that a water bill will not be issued until date on water bill corresponds with date of move in. At which time tenant agrees to include **entire amount** of water bill with first month's rent, **with no exceptions.** (If unit is **SUB-METERED** tenant will pay their portion of used Water/Sewer sent forth by the sub-meter. Tenant will also pay the entire amount of trash, & half of the Storm water charge, Water EPA Compliance Charge, & Sewer EPA Compliance Charge as set forth in water bill.) When upon moving out, landlord has secured payment of water bill as per move out date, landlord will refund amount owed to tenant, **only if a forwarding address in writing is given to landlord.** If the total amount of all unpaid water bills which the landlord must pay due to the tenant's nonpayment of water bill exceeds the amount of the water utility deposit, tenant shall be liable for the excess amount above and beyond said deposit. **A \$100.00 service fee plus postage will be charged either from security or water deposit, if itemized list with refund has to be resent.**

#### **Tenant may not use his Security Deposit as last month's rent.**

If the last month's rent is not paid by due date, administrative and late fees will be charged, and Landlord may immediately proceed with any remedy allowed by law or this Lease, without prior notice.

#### **OCCUPANCY**

Tenant understands and agrees that the said Premises are rented to/be occupied by \_\_\_person(s) over 18, as persons described in the Rental Application, and as named in this Lease, and \_\_\_Person(s) as their dependents. For residence purposes only and no one else not acceptable to the Landlord shall be permitted to occupy the same. Any change in occupancy status requires approval in writing, in advance, by the Landlord. The resident shall have the right to entertain, guests; however, no person shall be considered a guest under this Lease who resides in the said Premises for more than two (2) weeks in any 6 month period. **Landlord will charge an additional \$250.00 per month for each additional member occupying said residence. Due at the next month due date.**

#### **USE.**

Tenant shall not conduct or permit any sales or auctions of any kind at or from the Premises. Tenant will not sell or permit to be sold liquor, whether spirituous, vinous, or fermented, at or from the Premises. Tenant will not sell, use or permit any controlled substance to be sold or used in violation of law at or from the Premises or otherwise allow the Premises to be used for any purpose in violation of any federal, state or municipal statute, ordinance, regulation, order or directive, or in any way that will injure the reputation of the Community or disturb or endanger neighbors near by.

#### **SUBLEASE.**

Tenant agrees not to sub-lease the Premises, nor to assign this Lease, nor to permit the use of the Premises, or any part of the Premises to any other person without the prior written consent of Landlord.

#### **UTILITIES**

**(IF INITIALED BY LANDLORD)** The Landlord shall pay for reasonable quantities of hot and cold water, sewage, trash disposal. ETC.

<u>TENANT</u>	Hot and cold water & sewage	<u>TENANT</u>	Trash disposal	<u>TENANT</u>	Cable, (basic TV only.)
<u>TENANT</u>	Heating & cooking gas	<u>TENANT</u>	Air conditioning	<u>TENANT</u>	Electricity

Tenant agrees to pay for all utilities not above and initialed by landlord, all related deposits and charges on the Tenant's utility bills. Tenant agrees to reimburse the Landlord for any utility bills paid by the Landlord during this Lease. (If paid by landlord) **Tenant shall make every reasonable effort to conserve water and may be charged for any extraordinary use of water.**

#### **CABLE**

**Digital dishes are not permitted to be attached to any part of the home structure. Nor are new cables permitted to be attached to house. \$50 charge for Dish removal & \$50 charge to remove unwanted cables.**

#### **LANDLORD ENTRY**

The Landlord or the Landlord's representatives may peacefully enter the Premises during reasonable times for the purposes listed below, provided the Tenant or the Tenant's guests are present. If no one is in the Premises, and the Tenant has made request for repair and/or entry, the Landlord or the Landlord's agents may enter peacefully and at reasonable times by duplicate key. If the Landlord requests entry, a written notice shall be given to the Tenant twenty-four (24) hours prior to entry. The Landlord reserves the right to

enter the Premises without notice in case of emergency. The Landlord reserves the right to entry by other means if locks have been changed in violation of the Lease.

**Such entry may be for: repairs, estimating repair or refurbishing costs; pest control; preventative maintenance, filter changes testing or replacing smoke or CO detectors; retrieving tools; preventing waste of utilities; delivering, installing, reconnecting or replacing appliances, furniture, equipment or packages; inspections when imminent danger of person or property is reasonably suspected; entry by a law enforcement officer with search warrant or arrest warrant; showing apartment to prospective Tenants (after vacating notice has been given); or insurance agents; or other valid business purposes.**

**KEYS.** All keys must be returned to Landlord upon Tenant's vacating the premises and vacating **shall not be complete** until all keys are returned. If Tenant fails to return all keys to Landlord, a **\$25.00 fee per key** will be deducted from the Security Deposit. **Tenant is not permitted to change or install other locks unless Landlord grants its prior written consent and is given a duplicate key.** Landlord is authorized to remove any lock installed without Landlord's prior written consent.

**(2) Keys given tenant. There is a \$25 fee (PER KEY) for non-return of key(s).**

#### **TENANTS PERSONAL PROPERTY**

Landlord shall not be liable for any theft, destruction, loss or damage to any property of Tenant, Tenant's agents or Tenant's guests. Tenant will be responsible for insuring all the Tenant's personal property within the Premises. It is strongly recommended that the Tenant purchase a renter's insurance policy. Tenant hereby relieves the Landlord of all risk that can be insured there under. If the Premises are rendered uninhabitable by virtue of any casualty, Landlord shall not be obligated to provide Tenant with or pay for alternative living quarters.

#### **INSPECTION OF THE PREMISES**

**Landlord will do a visual inspection of exterior and interior of home at least once per month. Landlord will give a 24 hour written notice to tenant. Landlord has the right upon written notice to enter said property without tenants being present.**

#### **CARE OF PREMISES BY TENANT**

Tenant agrees not to injure or deface the Premises in any manner, but to keep and preserve it in good order. The cost of repairing any defacement or damage caused by Tenant, Tenant's guests or any other third party shall be charged against the Tenant as additional rent, and shall be collectible as such. Such damages, including, but not limited to, smoke from fire or other heat source, residue from tobacco products or defacement; uncontrolled mold growth in tub area, refrigerator Freon line puncture; and excessively soiled carpet. **Upon twenty-four (24) hours prior written notice.** Landlord may enter the Premises, without causing or constituting a termination of this Lease or an interference with the possession of the Premise by the Tenant, to restore the Premises to the same or similar condition as existed at the date of move-in. Tenant agrees to pay Landlord as stated above.

#### **APPLIANCES**

If appliances are provide, they are for the tenants convenience, until tenant can purchase their own. Landlord will not repair appliances after 60 days of moving in. Appliances must be returned in clean working order.

\*Appliances provided in working clean conditons \_\_\_\_\_ Tenant \_\_\_\_\_

#### **ALTERATIONS**

Tenant shall not make any alterations or additions to the premises, without the prior written consent of Landlord. All such additions or alterations to the Premises shall become the property of Landlord. Contact paper, wall coverings and/or painting are not permitted except with the written consent of Landlord. **If the Landlord consents to contact paper, wall covering and/or painting, upon vacating. Landlord will charge Tenant for the cost of removal and restoration at a cost of \$250.00 per room.**

#### **DUTIES AT END OF LEASE**

**Notice must be given in writing before moving with permission to show unit while still occupied. Notice must be for a calendar month with only the last day of the month accepted as move out date.**

Upon the expiration or early termination of this Lease, Tenant shall return the Premises to Landlord in same condition as at the move-in date, reasonable use and wear excepted. Upon vacating the Premises, Tenant shall thoroughly clean the Premises ready for another occupant, to the satisfaction of Landlord. See Attached Addendum. Cleaning shall include but not be limited to all appliances, fixtures, walls, floors, ceilings, windows, woodwork, doors, and removal of rubbish and garbage from the Premises. Tenant will be charged for all necessary repairs and restoration of walls, ceilings, floors, carpeting, woodwork, paint, plastering, plumbing, pipes, appliances and fixtures in or upon the Premises or common areas damaged by Tenant, Tenant's agents, or guests. Landlord will pursue and collect the cost of cleaning as additional rent and may use any provisions of this Lease or any legal remedy for that purpose.

#### **DEFAULT BY TENANT**

In the event the Tenant has made a false statement on the rental application or is in default of any of the terms or obligations of this Lease, violates and/or fails to comply with any of the covenants, terms, or conditions of the Lease, or any community policies, current or future, adopted by the Landlord, said default shall constitute grounds for the termination of the Lease and/or eviction of the Tenant. It is expressly understood and agreed that regardless of the commencement and prosecution by Landlord, or an action for eviction, the Tenant shall be and remain liable for any deficiency in rent and late fees until the Lease expires or until the Premises are Leased to

another acceptable Tenant. **In the event that tenant breaks this lease agreement without the consent of landlord, tenant agrees to forfeit security deposit and that other fees, rents and repairs will still be the tenants responsibility.**

**DEFAULT BY LANDLORD**

If the Landlord is in default of the obligations imposed by the Lease, the Tenant may remedy, as directed by Revised Code 5321.07 The Tenant shall make written request for repair or remedy of the condition within a reasonable time, and all rents must be current at such time; after receiving the request, the Landlord shall have reasonable time to repair, or remedy, considering the nature of the problem and reasonable availability of materials, labor and utilities; reasonable time is considered to be not more than thirty (30) days; if such time has passed and if the Landlord has not made a diligent effort to repair or has not reported on the progress of remedy, then the Tenant may deposit all rent that is due, on or before the due date, with the appropriate Clerk of Courts of the Municipality of jurisdiction.

**RULES AND REGULATIONS.**

Tenant agrees to abide by all the rules and regulations contained in this Lease, or as presented to him by the Landlord. Tenant shall keep and observe such further reasonable rules and regulations as may later be required by Landlord, which may be necessary for the proper and orderly operation of premises. **Failure to keep and observe these rules will constitute a breach of the terms of this Lease.**

**PETS.**

**Pets shall be strictly forbidden, whether belonging to tenants or belonging to someone else, at anytime, inside the premises, or outside the premises without the prior written approval of the Landlord. No fish tanks over 30 Gallons.**

**\*I have read & understood the No Pets policy \_\_\_\_\_**

**IF CHECKED AND INITIALED BY LANDLORD THESE RULES WILL APPLY:**

**MAC** Tenant will keep all vehicles OFF of all grass areas. Vehicles must have valid plates.

**MAC** Tenant will permit the landlord the use of water and electric for the care and maintenance of lawn and flowers.

\_\_\_\_\_ Tenant will be permitted to park two (2) personal vehicles titled in his/her name ONLY in the rear of parking lot in accordance with the rest of this agreement.

\_\_\_\_\_ Landlord will have towed away at tenants expense any vehicle/vehicles that the landlord request in writing to be removed from rear parking lot or property that violates this agreement.

\_\_\_\_\_ **MAC** No type of automotive work is to be performed on premises, including oil changes

\_\_\_\_\_ No automotive of any kind that leaks any type of fluid can be parked on premises

\_\_\_\_\_ **MAC** No automotive that does not operate is permitted on premises

\_\_\_\_\_ **MAC** Tenant will maintain lawn and flower garden and cut lawn which includes fence line

\_\_\_\_\_ **MAC** Tenant will keep entire yard free from any type of litter.

**LAWN CARE**

See attached Addendum page 10 as part of this lease

**RECREATION**

Due to the legal/financial responsibility and/or risk put on landlords, when it comes to tenant pools and/or trampolines. Pools and/or trampolines will not be permitted on said above property at any time.

**Pools and/or Trampolines are not permitted on property.**

**\*I have read & understood the Pools and/or Trampolines policy \_\_\_\_\_**

**SCREWS/NAILS/TAPE/HOLES**

No tacks, screws shall be placed in the walls without the Landlord's permission. Screw's hooks, nails, holes, and adhesives are not permitted on any wooden or metal surface including doors, windows/wood works/trim/siding. (Not to include tape specifically designed for windows)

**Not permitted, duct, masking, scotch tape and the like.** No holes through floor. **TV's are not to be mounted on walls.**

\*I have read & understood the screw/nails policy \_\_\_\_\_

**CANNABAS & OTHER DRUGS**

Usage of cannabis or growing cannabis and any other federally prohibited drug is not allowed on the premises. Further, tenant and their guest(s) may not engage in any illegal drug-related activity, including but not limited to medical cannabis on or near the premises. Landlord may terminate this agreement if tenant and/or guests engage in such activities. If this provision is violated, tenants will be subject to charges, damages, and eviction. Tenant forfeits their security deposit if there is any evidence of cannabis use on the premises.

For further note: Cannabis is illegal federally, and any housing authority receiving federal dollars must prohibit the use or growing of recreational pot. The same goes for medical marijuana. Landlord at times receives federal funding.

\*I have read & understood the cannabis & other drugs policy \_\_\_\_\_

**RENT PAYMENT**

**Rent & Water bill payments must be mailed to, received, & collected by MIKE or ROSE CASTRO P.O.BOX 471, ELYRIA, OHIO 44035. Make checks payable to Rose Castro.** Tenant agrees to pay a late rent charge of Fifty dollars (\$50.00) for any rent that is postage dated/paid past/after the fifth (5<sup>th</sup>) of each month or agreed upon date, & **A late fee of \$10.00 will be added for water bills not received or postmarked on before the 15<sup>th</sup> of each month (This late fee is separate from the rent late fee, also to be paid by tenant** In the event of no postage date the rent/water payment will be considered late if not in P.O.BOX 471 Elyria, Ohio 44035 by the 3<sup>rd</sup> (Rent) or 15<sup>TH</sup> (Water Bill) of each month. Landlord will start the eviction process on the next day after payment is due for nonpayment of rent. Late charge will continue to accumulate. **It will be the tenants' responsibility to make sure that all rent/water bill payment close to being late be post marked on or before the 5<sup>th</sup> or 15<sup>th</sup> of each month.**

**ADDENDA.**

The following addenda and other provisions attached are part of this Lease (as initialed below by Tenant and Landlord)

- |   | <b>Landlord</b> | <b>&amp;</b> | <b>Tenant</b> |   |
|---|-----------------|--------------|---------------|---|
| 1 | <u>MAC</u>      | &            | _____         | Statement Regarding Renter's Insurance            |
| 2 | _____           | &            | _____         | Lead Based Paint Disclosure                       |
| 3 | <u>MAC</u>      | &            | _____         | Occupancy Form                                    |
| 4 | <u>MAC</u>      | &            | _____         | Lawn care form                                    |
| 5 | _____           | &            | _____         | Lead Based Paint Disclosure provided by Section 8 |

**WATER AGREEMENT**

In addition to said utility deposit of \$250.00. Upon initiation of this lease agreement, tenant(s) hereby agrees to pay in full the entire amount of water bill for said rented property, in which, tenant(s) has agreed to occupy for the next twelve months or further. **Landlord will provide tenant a copy of water bill and will pay water bill with funds paid by tenant. A late fee of \$10.00 will be added for water bills not received or postmarked on before the 15<sup>th</sup> of each month. Late fee to be paid with water bill. (This late fee is separate from the water bill late fee, also to be paid by tenant (EXCLUDE SECTION 8 PARTICIPANTS).** (If unit is SUB-METERED tenant will pay their portion of used Water/Sewer sent forth by the sub-meter. Tenant will also pay the entire amount of trash, & half of the Storm water charge, Water EPA Compliance Charge, &

Sewer EPA Compliance Charge as set forth in water bill.)

A \$100.00 service fee plus postage will be charged either from security or water deposit, if itemized list with refund has to be resent.

**Failure to make additional payment as set forth by this agreement will be constituted as non-payment of rent and WILL result in an eviction.**

**REPAIR CHARGES**

As per this lease agreement, section titled **DUTIES AT END OF LEASE** it is the responsibly of the tenant(s) to abide by these duties. In the event that tenant(s) do not abide by these duties, charges will be as follows:

- 1) Cleaning of entire home...\$450.00 (excludes: tile/grout, carpet/stain, blinds, appliances, trash removal)
- 2) Tile/Grout cleaning ..... \$45.00 per hour.
- 3) Carpet/Stain cleaning.....Actual cost cleaning or \$400.00 if done by landlord
- 4) Trash removal..... \$35-\$500.00 (Dependent on cost and amount of trash. Not to include cost of dumpster if needed.)**\$20.00 per tire/batteries for disposal. TV's \$30 per TV.**
- 5) Blinds.....\$7.50 installation per blind plus cost of blinds. (Blinds are not cleaned. Replaced New)
- 6) Patio Blinds..... \$25.00 blinds only, \$30.00 entire blind set installation only, plus cost.
- 7) Window screen repair.....\$30.00 per screen, includes cost.
- 8) Light Bulbs..... \$7.50 per bulb includes cost
- 9) All other repairs, to be calculated at the rate of \$45.00 (Forty-five dollars) per hour.  
(Rounded up per half hour)
- 10) Supplies/Materials required for cleaning and all other repair supplies to be at cost.
- 12) Sewer cleaning/unclogging due to baby wipes, diapers, tampons or any other baby product types, or any blockage due to tenant neglect/responsibilities. Actual cost or \$80 if done by landlord.
- 13) Also, to include any additional cost that might not be covered by above.

Any work/repairs done by landlord to said above rental property while tenant is occupying said rental property and is the result by tenant(s), family, or any third party neglect or intentional damage will be billed at the rate of \$45.00 (Forty-five dollars) per hour. (Rounded up per half hour) and cost of supplies. Tenant agrees to make payment on next rental due date. **Failure to make additional payment WILL result in an eviction.**

**SECTION 8 TENANTS ONLY**

- A) Tenant desiring to move at any time after one year and other than the expiration day of their lease shall require a ninety-day notice unless landlord deems otherwise.
- B) Any violation of this lease that effects landlord shall be treated the same as that which affects Section 8 under the family obligation portion of the Section 8 agreement
- C) Upon notice to vacate landlord shall have the right to inspect unit and any tenant caused damages shall be repaired at the expense of the tenant and approved by landlord, prior to any given permission to move.
- D) All rents due or past due, to include late charges, must be paid in full prior to a tenant moving to another unit unless landlord allows the move.

**Insects**

In the event of infestation of rodents, roaches, (See bedbug addendum), or other insects, Tenant(s) will be responsible at their own expense the cost of extermination. Landlord has inspected property to insure no infestation of any type, at the time of lease signing.

**AUTOMATIC RENEWAL**

**Unless terminated by either party pursuant to a 30 days (90 Days Section 8) written notice prior to the expiration date of the term of this agreement. This contract shall automatically renew for an additional one year.**

**GOVERNING LAW** - This Lease shall be construed in accordance with the laws of the State of Ohio.

**ENTIRE AGREEMENT/AMENDMENT**

This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY**

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER** - The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT**

The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**TENANT ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A VOLUNTARY CREDIT TRANSACTION. TENANT AUTHORIZES LANDLORD, ITS AGENTS, AND/OR ATTORNEYS TO OBTAIN CREDIT REPORTS AND INFORMATION (INCLUDING SECTION 8, HCV) AT ANY TIME DURING AND AFTER THE TERM OF THIS LEASE IN THE EVENT OF A BREACH OF THIS LEASE.**

**CAUTION TO ALL PARTIES: THIS LEASE, WHEN SIGNED BY ALL PARTIES, IS A BINDING LEGAL OBLIGATION. DO NOT SIGN THIS LEASE WITHOUT FULLY UNDERSTANDING IT. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS.**

**Please Be Aware, That At Times Due To The Weather And Lorain City Sewers, The Basements In Lorain Can And At Times Do Flood. Landlord Has No Control Over Such Matters, Nor Is Landlord Responsible For Any Damage That Might Occur To Personal Property. Tenant Is Advised To Use Basement With Caution.**

**PLEASE NOTICE CONDITION OF HOUSE, CLEAN WALLS WITH NO HOLES OR MARKINGS, FLOORS CLEAN AND TILE GROUT (IF APPLICABLE) SCRUBBED CLEAN. CARPETS ARE CLEAN: TRIM AND BASE BOARDS ARE CLEAN ALONG WITH CLEAN CEILING FANS. BATHROOMS(S) ARE CLEAN ALONG WITH TUB & TOILET. KITCHEN CABINETS ALONG WITH DOORS AND HARDWARE ARE CLEAN. ALL BLINDS ARE NEW; EVERY LGHT FIXTURE HAS WORKING BULBS. NO TORN OR BROKEN SCREENS; GRASS IS CUT AND TRIMMED; HOME HAS NO GARBAGE INSIDE OR OUTSIDE. IN ESSENCE THIS WHOLE HOUSE IS RENTED TO TENANT IN VERY CLEAN CONDITONS WITH NO DAMMAGE TO IT.**

**YOU ARE TO RETURN SAID PROPERTY IN SAME CONDITION.**

**LEGAL**

**TENANT(S) AGREES AND UNDERSTANDS THAT EARLY TERMINATION OF LEASE DOES NOT DISMISS TENANT FROM ENTIRE LEASE OBLIGATION AND THAT TENANT WILL STILL BE RESPONSIBLE FOR RENTS, FEES, AND REPAIRS OF SAID RENTAL UNIT THAT ARE OWED.**

Through this lease landlord informs tenant(s) of our intent (or any legal representative(s) hired by landlord.) To report any delinquent payments or any monies ordered in judgment against you by the legal court system to the appropriate agency(s). It is important to maintain a fable payment history as it may affect your ability to rent, purchase a home, and acquire loans and or credit cards.

The prospective tenant understands that the above-named prospective landlord (or any legal representative(s) hired by landlord) may report various tenant and credit information to national tenant and credit reporting bureaus including but not limited to Experian, Trans Union, Equifax and the national tenant rating borough.

Definition of priority of funds/deposits received: Incoming payments/Deposit will be applied in this order, 1) late fees, 2) repairs for damages caused by resident or third party associated with tenant, 3) any outstanding utility bills relating to resident, and 4) to any outstanding rent.

**\*BY INTIALLY HERE, \_\_\_\_\_ TENANT STATES THAT LANDLORD HAS EMAILED A COPY OF THE LEASE TO SAID TENANT. AND THAT SAID TENANT RECEIVED AND FULLY READ/UNDERSTOOD LEASE TERM(S) AGREEMENT.**

Tenant agrees to reimburse landlord any and all legal, court and attorney expenses and charges that the landlord incurs for obtaining a legal court eviction and removal from property of said tenant and any other party of said eviction.

The Landlord and Tenant have executed this Lease in duplicate on the day and year first written above.

\*\*\*\*\*

***Minimum 2 contacts (no overlaps, not each other)***

***If for any reason Tenant cannot be reached, or is non-responsive to management calls or notices, such as in the case of an emergency, incapacitation, incarceration, hospitalization, abandonment or death, Tenant designates the following persons as approved to receive mail, notices, phone calls, texts, messages, deliveries, etc. from Landlord for Tenant. Tenant authorizes this person to remove their personal items, and to act on their behalf with Landlord. Each person listed as an Emergency Contact has 100% authority to receive legal notices on behalf of Tenant.***

*Persons listed must be at least 18 years old. Provide as much information as you can. Please print clearly.*

EMERGENCY CONTACT: \_\_\_\_\_ PHONE \_\_\_\_\_ ADDRESS \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ PHONE \_\_\_\_\_ ADDRESS \_\_\_\_\_

SAMPLE