



Residential lease-Rental Agreement and deposit receipt

Received from _____ hereinafter referred to as Tenant, the sum of _____ Evidenced by check, as a deposit which , upon acceptance of this rental agreement, the owner of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

	Total	Received	Due at Check in
Rent from the period			
Security deposit			
Pet moving in fees			
Total			

In the event that this agreement is not accepted by the Owner or his authorized agent, within 1 day, the total deposit received shall be refunded.

Tenant hereby offers to rent from the Owner the premises situated in the City of Fairborn County of Green State of OHIO, described as _____, Fairborn, Ohio 45324 and consisting of Studio apartment, 1 bath.

1. **Term:** the term here of shall commence on _____ and continue (check one of the two following alternatives):
 - until _____ , for a total rent of \$_____.
 - on a _____ month basis thereafter, until either party shall terminate the same by giving the other party 30 days written notice delivered by certified mail to: **Cedar Property Solutions, P.O. Box 458, Athens, OH 45701**

2. **Rent:** rent shall be _____ per month, pay able in advance, upon the 1st day of each calendar month to Owner or his authorized agent, at the following address: **Cedar Property Solutions, P.O. Box 1970, Fairborn, OH 45324** or at the mail slot of the **Welcome Center, located at 713 Cedar Drive, APT 13, Fairborn, OH 45324.**

3. **Multiple Occupancy:** It is expressly understood that this agreement is between the owner and each signatory jointly and severally. Each signatory shall be responsible for timely payment of rent and performance of all other provisions of this agreement.

4. **Utilities:** Tenant shall be responsible for the payment of all utilities and services, except (see utility addendum), which shall be paid by owner.

5. **Use:** the premises shall be used exclusively as a residence for no more than 2 persons. Guest staying more than a total of 14 consecutive days in a calendar year without written consent of Owner shall constitute a violation of this agreement.

6. **Animals:** No pets shall be brought on the premises without the prior consent of the Owner.

7. **House Rules:** Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have a **waterbed** nor **satellite dish** installed on the premises.
8. **Ordinances and Statutes:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. If you are located in a rent control area, contact Rental and Arbitration Board for your legal rights.
9. **Assignment and subletting:** Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.
10. **Maintenance, repairs and or Alterations:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give tenant a written inventory of furniture and furnishings on the premises and tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within five (5) days after receipt of such inventory. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall not paint, paper or otherwise redecorate or make alternations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain and surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish, leaves or weeds, if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall not commit any waste upon said premises, or any nuisance or act, which may disturb the quiet enjoyment of any tenant in the building.
11. **Inventory:** Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both tenant and Owner concurrently with this Lease and shall be a part of this lease.
12. **Damages to Premises:** If the premises are so damaged by fire or from any other cause as to render them untenable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after occurrence of such damage, except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or his invitees, then owner only shall have the right to termination. Should this right be exercised by either Owner or Tenant, the rent for the current month shall be prorated between the parties as of the date the damage occurred and prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then Owner shall promptly repair the premises and there shall be proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.
13. **Entry and Inspection:** owner shall have the right to enter the premises (a) in case of emergence; (b) to make necessary of agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual buyers, mortgages, tenants, workmen or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours and at least 24 hours prior notice to Tenant.
14. **Indemnification:** Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act

of Owner, his agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by willful act or negligence of Lessor, his agents or employees. **Owner's insurance does not cover Tenant's personal property.**

15. **Physical Possession:** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement possession is not delivered within 1 day of the commencement of the term hereof.
16. **Default:** if Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner, may consider any property left or the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises shall be subject to a lien for the benefit of Onwer securing the payment of all sums due hereunder to the maximum allowed by law.

In the event of a default by tenant, owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.
17. **Security:** The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Funds held by Owner.
18. **Deposit Refunds;** The balance of all deposits shall be refunded within 30 days from date possession is delivered to Owner or his Authorized Agent, together with a statement showing any charges made against such deposits.
19. **Wavier:** No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce any term hereof.
20. **Notice:** any notice which either party may give or is required to give, may be given by mailing the same, postage prepaid, to Tenant at premises or to Owner at the address shown herein or at such other places as may be designated by the parties from time to time.
21. **Holding Over:** Any holding over after expiration hereof, with the consent of Owner, shall become a month-to-month tenancy at a monthly rent of \$_____ (to be negotiated) payable in advance and otherwise subject to the terms hereof, as applicable, until either party shall terminate the same by giving the other parry thirty (30) days written notice.
22. **Time:** Time is of the essence of this agreement.

Fair Housing Statement. It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.002 of the Revised Code and the Federal Fair Housing law,42 U.S.C.A.

3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent any dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

Additional Terms and Conditions are set forth on addendum #1 page.

Entire Agreement: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits if any, have been made a part of this agreement before the parties execution hereof:

Addendum 1. Residential Lease-Rental Agreement and Deposit Receipt

Addendum 2. Utility contact form, Move-in inspection form Addendum

Addendum 3. Bedbugs Addendum

Addendum 4. Lead base paint disclosure and bedbug disclosure.

The undersigned Tenant hereby acknowledges receipt of a copy hereof.

Date: _____

Cedar Property Solutions
713 Cedar Dr. Unit 13
P.O. Box 1970
Fairborn, OH 45324

Tenant: _____

Tenant: _____

By: _____

Acceptance by Owner: _____

Date: _____

ADDENDUM 1. Residential Lease-Rental Agreement and Deposit Receipt

- _____ 1. Date of payment is determined by post-mark or rent receipt date. An additional \$50.00 late charge is due if rent has not been paid by the 5th after the due date, and thereafter an additional \$5.00 per day will be charged after the 14 day until all rent and late charges have been paid.
- _____ 2. Dishonored checks constitute late payment, and a \$38.00 (or amount charged to owner by their bank) processing fee will be charged for each one.
- _____ 3. Equipment remaining for tenant's use:
 - a. Range; b. refrigerator ; c. garbage disposal; d. microwave;
 - e. all or part window coverings;
 - f. Other: _____

The owner is responsible for normal equipment maintenance/repairs, except tenant shall pay for repairs required due to negligence or miss-use. Owner will not repair: N/A

Tenant shall maintain proper use of water softener, if provided, including purchase of salt pellets. If heating/cooling system requires filters, tenant shall install new ones or clean washable ones every month.

- _____ 4. The following pet (s) is (are) permitted with \$100.00 pet moving in fee which will be paid by tenant prior to occupancy.
- _____ 5. All carpets are to be PROFESSIONALLY cleaned and pet deodorized (if applicable – receipt required) at Tenant's expense upon vacating premises.
- _____ 6. Military Clause. If Tenant is transferred from place of employment in excess of **40** miles from current location, tenant may void this agreement with **30** days written notice and a copy of transfer orders.
If Tenant is transferred back to this area and wishes to re-occupy the property, owner may void this agreement with **60** day written notice and a copy of transfer orders.
- _____ 7. At least 30 days prior to expiration of this agreement, tenant shall give written notice of intent to renew/extend the lease term. If not renewing/extending, tenant shall allow showings of the property to prospective tenants with 24 hour notice during final 30 days of occupancy and allowing Saturday open houses or 60 day vacate notice with 48 hour notice of showings and no open houses.
- _____ 8. Owner may place the property on the market for sale at any time. Tenant shall allow showings to prospective buyers with 24 hours notice. Tenant's rights of occupancy through the term of this agreement are protected under Ohio Law.
- _____ 9. Owner permits No waterbed (s).

- _____ 10. Tenant shall report any property/equipment damages to the property manager/owner within 24 hours of occurring. Tenant is responsible for any repairs required due to non-compliance of this rule.
- _____ 11. Owner shall deliver the property with all sewer drain lines, and gutters/downspouts open and draining freely. Tenant is responsible for keeping gutters/downspouts clear, removal of snow and ice, except if this service is

provided by owner of H.O.A., and for costs of clearing any drain clogged by other than natural causes, such as roots, earth movements, or critters.

- _____ 12. Owner is not responsible for the extermination of common bugs or except such that may cause damage to the unit, i.e. termites, carpenter ants etc., if not evident within 30 days after move-in.
- _____ 13. Tenant has inspected the property and there are no damages except as noted on the inspection report, which will be made part of this lease upon return by tenant within ten days of occupancy date. Tenant shall not be held responsible for damages noted on the report.
- _____ 14. The security deposit may be automatically forfeited, if any covenants of this agreement are broken by tenant. The security deposit, less any costs of repairs/replacements other than normal and acceptable wear and tear, cleaning or any uncollected charges/fees will be refunded within 30 days after tenant has returned possession of the property, turned in all keys and provided a forwarding address for mailing. Any costs mentioned herein will be documented and mailed with the refund. The tenant is responsible for any costs, which exceed the security deposit and for uncollected rent and late charges for every day the property remains vacant through the term of this agreement.
- _____ 15. Tenant has been made aware that they need to carry renter's insurance, as the homeowner's insurance does not cover tenant's personal belongings.
- _____ 16. NO SMOKING IN – House, hallway, basement and any indoor common areas.

Owner: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

ADDENDUM 2. Residential Lease Utilities Addendum

Property Address: 71____ Cedar Dr., APT _____, Fairborn, Ohio 45324

Tenant: _____

The following utilities are the responsibility of the tenant, and will be put in the tenant's name for billing prior to occupancy, and have final readings done by _____ (the date of occupancy) or before. Any usage after this date will be billed separately to the tenant. This is also authorization by tenant for utility company to notify property owner/manager of their intent to shut off utilities due to non-payment by tenant.

Late payment of any water/Sewer fee is the same as late payment of rent

Tenant understands and agrees that the Apartment may be metered for utility charges for common area, including but not limited to, exterior porch, post, ground, building and gable lights, sump pumps water and sewer, and incidental use of electricity for maintenance.

ELETRICITY: DP&L 937-331-3900 Account #: _____

WATER/SEWER: \$26/month due on the same day as rent

TRASH PICK-UP: Paid by Owner

OTHER OPTIONAL SERVICE:

Time Warner Cable 937-294-6400

AT&T 800-228-2020

Tenant: _____

Tenant: _____

ADDENDUM 3. Bedbugs Addendum

This Bedbugs Addendum ("Addendum") is dated and effective as of the date on the Residential Apartment Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of (the "Lease") and is made by and between Owner and Tenant for the Apartment at the Premises identified in the Lease.

Tenant has inspected the unit and is unaware of any bedbug infestation.

Tenant attests that all furnishings and personal properties that will be moved into the premises will be free of bedbugs.

Tenant hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

_____ 1. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.

_____ 2. Tenant shall report any problems immediately to Owner. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.

_____ 3. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Tenant must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:

Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners; heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly; empty dressers, night stands and closets; remove all items from floors; bag all clothing, shoes, boxes, toys, etc; bag and tightly seal washable and non-washable items separately; used bags must be disposed of properly; vacuum all floors, including inside closets; vacuum all furniture including inside drawers and nightstands; vacuum mattresses and box springs; carefully remove vacuum bags sealing them tightly in plastic and discarding of properly; wash all machine-washable bedding, drapes, and clothing (etc.) on the hottest water temperature and dry on the highest heat setting; take other items to dry cleaner, making sure to inform the dry cleaner that the items are infested with bedbugs; discard any items that cannot be decontaminated; move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces; and be sure to leave easy access to closets.

_____ 4. Tenant agrees to indemnify and hold the Owner harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Owner may incur as a result of the negligence of the Tenant(s) or any guest occupying or using the premises, and for all charges connected with detecting and eradicating the bedbugs.

_____ 5. It is acknowledged that the Owner shall not be liable for any loss of personal property to the Tenant, as a result of an infestation of bedbugs. Tenant agrees to have personal property insurance to cover such losses.

By signing below, the undersigned Tenant(s) agree and acknowledge having read and understood this addendum.

Tenant: _____

Tenant: _____

