

LEASE

This Lease is made and entered into by and between _____ ("Lessor") and

_____ ("Lessee").

1. Description. Lessor hereby lets and leases to the Lessee the real estate described in the Schedule

attached hereto and known as _____
(hereinafter referred to as the "Premises"), on the terms and conditions set forth in this Lease.

2. Term. The term of this Lease shall be for a period of one (1) year, commencing on the Commencement Date set forth in the Schedule, and terminating on the Expiration Date set forth in the Schedule.

3. Rent. The monthly rent for the term of this Lease shall be that amount set forth in the Schedule, payable on the 1st day of each month, in advance, commencing as of the payment due on the Commencement Date. All rent payments shall be paid by check or money order only. All such rents shall be payable to _____, **3486 ST. RT. 29, SIDNEY, OHIO 45365**

Rent for the first month of the term of the Lease, if less than an entire month, shall be pro-rated as set forth in the Schedule attached hereto.

Lessee shall be entitled to a discount on the monthly rent as set forth on the Schedule attached hereto providing the rent is paid on or before the first day of the calendar month.

Under no circumstances shall any refund of rent be paid to Lessee.

4. Maximum Occupancy. During the time of this Lease, Lessee shall not permit the number of occupants in the Premises to exceed that number set forth in the Schedule.

5. Security Deposit. Upon the execution of this Lease, Lessee shall deposit with Lessor on account for Lessor the sum set forth in the Schedule in cash or cashier's or certified check as a security deposit. Upon the termination of this Lease and delivery of possession of the Premises to Lessor, Lessor shall return to Lessee such security deposit, less any amounts deducted by Lessor under Ohio Revised Code Section 5321.16(B). Under no circumstance shall Lessee be entitled to apply the security deposit as rent.

6. Pets. Unless otherwise provided in the Schedule, dogs, cats, and other pet animals or birds are prohibited in the Premises.

7. Use of Premises. Lessee shall use and occupy the Premises as a residence and for no other purpose unless authorized in writing by Lessor. Lessee agrees to abide by such rules and regulations as shall be distributed by Lessor from time to time and as may be amended by Lessor from time to time. Lessee further agrees that the Premises shall not be used for any unlawful purpose or for any purpose which is offensive to other tenants. Lessee further agrees to comply with any reasonable noise restrictions applicable to the Premises.

8. Utilities. The party opposite whose name appears a check ("X") in the Schedule shall be responsible for all utilities, including but not limited to fuel, electricity, water, sewer, rubbish disposal, and any and all other utilities used on or in connection with the Premises during the term of this Lease. In the event no check appears in the Schedule, Lessee shall be responsible for such utilities. Lessee shall be responsible for all telephone service and long distance telephone charges. In the event Lessee is responsible for the utilities, Lessor shall indemnify and hold harmless Lessor from any expense in connection therewith.

Lessee shall be responsible for all utilities until the keys are returned to Lessor as required pursuant to Section 21 hereof.

9. **Waterbeds.** Unless otherwise provided in the Schedule, waterbeds are prohibited in the Premises.
10. **Repairs and Maintenance.** Lessee, during the term of this Lease and at Lessee's sole expense, shall make routine repairs to the Premises and shall also repair all damage to the Premises beyond reasonable wear and use thereof which is caused by any act or omission of Lessee, or by any relative or guest of Lessee. Lessor shall be responsible for making all other repairs to the Premises, including but not limited to heating, ventilation, air conditioning, and structural repairs. Lessee shall notify Lessor within twenty-four (24) hours after discovering any problem, defect, or other item which requires repair.
11. **Damage to Contents.** Lessee shall be solely responsible and liable for the loss of and damage to the contents of the Premises regardless of who owns the contents and regardless of how or by whom the loss or damage is caused.
12. **Public Liability and Property Damage.** Lessee shall indemnify, defend, and hold harmless Lessor, and any officers, directors, agents, employees, and affiliates of the Lessor, from and against any and all claims, actions, damages, liability, obligations, and costs (including attorney's fees) arising out of or relating to bodily injury, death, disease, or sickness to persons or damage to property occurring on or about the Premises or in any manner, directly or indirectly, arising out of or relating to the use of occupancy of the Premises by Lessee or by any relative or guest of Lessee.
13. **Taxes and Assessments.** Lessor shall be responsible for all real estate taxes and assessments on the Premises which taxes accrue with respect to the Premises at any time during the term of this Lease.
14. **Alterations and Improvements.** Lessee may not make improvements and alterations to the Premises without the prior written consent of Lessor.
15. **Entry for Inspection.** Lessor shall have the right to enter upon the Premises at all reasonable times for the purposes of inspecting the condition of the Premises and making such repairs, alterations, additions, or improvements to the Premises as the Lessor may deem necessary or desirable.
16. **Quiet Enjoyment.** Lessor covenants that if, and so long as Lessee pays the rent, and any additional expenses as herein provided, and performs the covenants hereof, Lessee shall peaceably and quietly have, hold, and enjoy the Premises for the term herein mentioned, subject to the provisions of this Lease.
17. **Surrender of Possession.** Lessee shall, upon termination of this Lease by lapse of time or otherwise, surrender up and deliver the Premises together with all improvements made thereon by Lessee in as good order and repair as when first received or constructed by it, reasonable wear and use thereof and damage by the elements expected.
18. **Damage or Destruction of Premises.** In case the Premises shall be partially damaged by fire or other catastrophe, but not rendered untenable as determined by the Lessee, the rent shall abate proportionately, and the same shall be repaired with all proper speed at the expense of the Lessor, but if the damage shall be so extensive that the Premises are rendered unfit for occupancy by the Lessee, then Lessor shall have the option of canceling this Lease or repairing the damage to the Premises if such damage can be repaired within a period of ninety (90) days from the occurrence of the damage and thereafter continue this Lease. Lessor shall give Lessee written notice of its exercise of its option within ten (10) days from the occurrence of the damage. It is expressly agreed between Lessor and Lessee that in the latter case, if Lessor should elect to repair the Premises, the rent herein reserved shall cease from the time of the occurrence of the damage and shall be again payable from the date such repairs shall be completed within such time as herein set forth. In the event such damage or destruction occurs within the last three (3) months of the terms of this Lease, or any extension thereof, Lessee must extend the Lease for an additional term prior to Lessor being obligated to commence repairs of the premises.

19. Termination. Lessee shall be required to give Lessor notice of not less than THIRTY(30) days prior to the expiration of the term as set forth in Section 2 hereof, if Lessee intends to vacate the Premises at the end of the term. In the event Lessee fails to give such 30-day notice, Lessee shall be deemed to exercise a holdover tenancy pursuant to Section 21 hereof. **Lessee agrees to allow lessor to show the apartment to new tenants during the 30 day time period. Lessee must allow the Lessor to show the unit after a twenty four (24) hour notice. Notification can be left in the form of a message and the Lessee can not require the Lessee to be present to show the unit.**

20. Return of Keys. Upon the termination of the term of this Lease, Lessee shall return all keys to the Premises to Lessor. Lessee shall be charged the sum of Twenty Dollars (\$20) per key not returned to Lessor.

21. Holding Over. A holding over beyond the expiration of any term of this Lease shall operate as an extension of this Lease from month to month and such extended term may be terminated either by Lessor or Lessee by giving THIRTY(30) days written notice to the other. The notice must be given 15 days before the first of the month which will be the last month of occupancy. Lessee agrees to allow lessor to show apartment to new tenants during the 30 day period.

22. Default. Any of the following events or conditions shall constitute an event of default hereunder: (a) Lessee fails to pay any installment of rent within five (5) days after it becomes due; (b) Lessee fails to observe or perform any of the other terms or conditions of this Lease required to be observed or performed by the Lessee; (c) Lessee abandons or vacates the Premises at any time during the term of this Lease; (d) Lessee makes an assignment for the benefit of creditors or enters into a composition agreement with creditors; (e) the interest of the Lessee in the Premises is attached, levied upon, or seized by legal process; (f) a bankruptcy or insolvency proceeding is filed by the Lessee; (g) Lessee is adjudged a bankrupt; (h) this Lease is assigned or terminated by operation of law; or (i) Lessee makes or furnishes to Lessor any materially false or misleading oral or written statement.

23. Remedies. If any event of default shall occur, Lessor may, without prior notice to or demand upon the Lessee, and at the option of the Lessor, have the right to immediately re-enter and take possession of the Premises and either (a) declare this Lease to be rescinded, in which event this Lease, all rights of the Lessee, except to withdraw its property, and all duties of the Lessor shall immediately cease and terminate and the Lessor may possess and enjoy the Premises as though this Lease had never been made, without prejudice, however, to any and all rights of action against the Lessee having at the time of such rescission accrued to the Lessor for rent, damages, or breach of covenant; or (b) relet the Premises on behalf of the Lessee and for the highest rent reasonably obtained in the judgment of the Lessor, which event shall not be considered as a surrender of acceptance-back of the Premises or a termination of this Lease, and recover from the Lessee any deficiency between the amount received as rent upon such reletting and the amount of rent payable under this Lease plus any reasonable expenses incurred by the Lessor in connection with such reletting, including, without limitation, the expenses of any cleaning, decorating, repairs, or alterations that the Lessor deems necessary or appropriate to make in connection with such reletting.

24. Waiver of Subrogation. Neither party shall be liable to the other for any insurable loss or damage caused by fire, or any of the risks enumerated in standard fire and extended coverage insurance policies. Lessor and Lessee each agree that their fire and extended coverage policies, if any, will include a waiver of subrogation endorsement in favor of the other so long as the same shall be obtainable and so long as no prejudice with result to any insured thereby.

25. Right to Assign and Sublease. Lessee shall not assign or sublet all or any portion of the Premises without the prior written approval of the Lessor.

26. Subordination to Mortgage. This Lease shall be subject and subordinate to the lien of existing mortgages, if any, and mortgages which hereafter may be made a lien on the Premises.

27. Notices. When notices are required, until changed, notices shall be deemed to be given upon personal delivery or upon deposit in the United States mail by certified mail, return receipt requested, at the addresses set forth below.

28. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

29. **Benefit.** This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, and assigns.

30. **Entire Agreement.** It is understood by and between the parties hereto that all agreements and understandings of any character heretofore made between them are embodied in this Agreement and no changes shall be made herein unless the same shall be in writing and duly signed by the parties hereto in the same manner and form as this Lease has been executed.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date and year first above written.

LESSOR

(Authorized signature)

LESSEE

(printed name)

(Signature)

(Social security #)

(Printed name)

Dated: _____

(signature)

(Social security #)

SCHEDULE

A. Real Estate Address: _____
Apartment Number (if applicable): _____

B. Commencement Date: _____, 20____

C. Expiration Date: _____, 20____

D. Monthly Rent: \$ _____

E. Discount if Paid by 1st Day of Month: \$ _____

F. Prorated Rent for 1st Month: \$ _____

G. Late Charge: \$ _____

H. Application Fee: \$ _____

I. Security Deposit: \$ _____

J. Maximum Occupancy: _____

K. Pets (not permitted if left blank): _____

L. Utilities Paid By: Lessee
 Lessor

M. Waterbed (not permitted if left blank): _____

N. Water Softener required by tenant: _____

O. Lead Base Form: _____

Lessor Initials _____
Lessee Initials _____
Lessee Initials _____
Lessee Initials _____

ADDENDUM "A"
SECURITY DEPOSIT AGREEMENT

Release of Security Deposit is subject to the following provisions:

1. Under no circumstances shall Tenant apply the Security Deposit to rent:
 - (a) Full term of lease has expired.
 - (b) 30 day written OR verbal notice prior to leaving the apartment.
 - (c) That there is no damage to property beyond normal wear and tear. Entire residence including range, exhaust fan, refrigerator, bathroom, closets, cabinets, and carpet are cleaned.
 - (d) No stickers, or scratches or holes in walls, or contact paper or any other unauthorized wall covering.
 - (e) No painting permitted.
 - (f) No indentations or scratches in wood or resilient flooring caused by furniture.
 - (g) Floors must be swept & mopped, carpets must be vacuumed and shampooed.
 - (h) No unpaid late charges or delinquent rent.
 - (i) All keys returned.
 - (j) Forwarding address left with management.
 - (k) All replacement items are in place.
 - (l) All debris, rubbish are placed in proper rubbish containers.
 - (m) Patio must be left clean and orderly.
 - (n) All windows must be closed and washed.

2. The costs of labor and materials for cleaning and repairs, and delinquent payment will be deducted from Security Deposit if the above provisions are not complied with. An itemized recap of deductions will be provided. Any charges not covered after deducting the Security Deposit will be billed to the resident's forwarding address.

3. When vacating an apartment, the tenant must move prior to or on the agreed date. A full month's rent is due if resident elects to stay any part of another month. There will be no refunds.

4. The security deposit will be refunded only by check mailed to the forwarding address. The check will be addressed jointly to all persons who sign the lease. Allow 30 days for processing.

Tenant

Agent

Tenant

Date

ADDENDUM "B"
RULES & REGULATIONS

1. All utilities transferred to tenant's name before keys are released to premises.
2. There will be a twenty-five dollar (\$25.00) charge for all returned checks to cover bank charges and processing.
3. A \$20.00 charge will be made for lock-outs.
4. The owner or agent will not give admittance to delivery men, telephone installers, friends or relatives.
5. Tenant is forbidden to install or suspend any signs, awnings, screens, antennas inside or outside of any building.
6. All drapes, curtains, or blinds are to be white or alabaster to maintain a uniform external appearance.
7. Patio is not to be used as a storage area and must be kept neat and clean.
8. Tenant shall dispose of all rubbish, garbage, and other waste in clean, safe, and sanitary manner.
9. Tenant will furnish light bulbs for his or her premises.
10. Tenants are permitted to use only those electrical appliances and tool that do not interfere in any way with radio, telephone, or television reception.
11. Tenants shall not cause, make or permit excessive noises, odors, or disorderly conduct, or allow children, guest, or pets to disturb his neighbor's peaceful enjoyment on the preemies.
12. Tenant shall comply with the requirements imposed on tenants by all applicable state and local housing health and safety codes.
13. Tenant should report immediately any maintenance problems, no matter how small.
14. No nails, tacks glue or other devices may be used for securing floor covering. Tenants are forbidden to repaint any portion of premises.
15. Tenant should use only hook-nails type picture hangers so that no walls, woodwork or cabinets are defaced.
16. Tenant will keep grass cut and yard weeded on premises where lawn care is not provided.
17. All hallways, walks, yards, drives, and parking areas to be kept free and clear of all personal property such as toys, sleds, bicycles, motorcycles, etc..
18. No mobile homes, trucks campers, boats, trailers, motorcycles, or other recreational vehicles are to be parked on premises unless by special written permission.

I we have read, understand and agree to abide by these guidelines.

Tenant

Agent

Tenant

Date

ADDENDUM "C"
CARBON MONOXIDE AND/OR SMOKE DETECTORS
Informational brochure available on our website @ www.cralebuilders.com

WEEKLY TESTING

It is important to test units every week to make sure they are working properly. Using the test button is the recommended way to test Smoke/CO Alarms. A typical test is as shown below. Please follow the manufacturer test for the particular model installed in the unit.

1. Push and hold the Test/Silence button on the cover until you hear a "chirp." The "chirp" marks the start of the self-test sequence.
2. During testing, you will hear a loud, repeating horn pattern: 3 beeps, pause, 3 beeps, pause, while the red while the red CO LED flashes.
3. When testing a series of interconnected units you must test each unit individually. Make sure all units alarm smoke LED flashes. Then you will hear a loud, repeating horn pattern: 4 beeps, pause, 4 beeps, pause, when one is tested.

If the Smoke/CO Alarm does not test properly :

1. Make sure the AC power is applied and battery is fresh and installed correctly.
2. Be sure the alarm is clean and dust-free
3. Test the unit again.

If the Smoke/CO Alarm is still not working, please contact the Lessor.

WARNING ! Please do not try to fix Alarm yourself.

REGULAR MAINTENANCE

WARNING ! Use only the replacement batteries listed. The unit may not operate properly with other batteries. Never use rechargeable batteries since they may not provide a constant charge.

These units have been designed to be as maintenance-free as possible, but there are a few simple things you must do to keep them working properly:

1. Test once a week.
2. Clean the Smoke/CO Alarm at least once a month; gently vacuum the outside of the Smoke/CO Alarm using your household vacuum's soft brush attachment. Test the Smoke/CO Alarm. Never use water, cleaners or solvents since they may damage the unit.
3. If the Smoke/CO Alarm becomes contaminated by excessive dirt ,dust, and/or grime, and cannot be cleaned to avoid unwanted alarms, inform the Lessor to replace the unit immediately.
4. Relocate the unit if it sounds frequent unwanted alarms.
5. When the battery back-up becomes weak, the Alarm will "chirp" about once a minute (the low battery warning). **This warning should last 7 days, but you should replace the battery immediately to continue your protection. This Alarm must have AC or battery power to operate. If AC power fails, and the battery is dead or missing, the Alarm cannot operate.**

WARNING ! DO NOT spray cleaning chemicals or insect directly on or near the Alarm. DO NOT paint over the Alarm. Doing so may permanently damage Alarm.

It is the tenants responsible to ensure the smoke and or carbon monoxide detectors are in operating condition and to report to the Lessor in the event they are not working properly.

I/we have read, understand and agree to abide by these guidelines.

Tenant

Agent

Tenant

Date

HIGHLIGHTS OF THE LEASE AGREEMENT

STATEMENTS AND PAYMENTS

The tenant shall be invoiced before the first of the month.

RENT IS DUE BY THE FIRST DAY OF THE MONTH.

This will be strictly enforced.

RENT PAYMENTS

Mail to:

3486 ST. RT. 29
SIDNEY OHIO 45365

Make check to:

UTILITIES

Utilities must be in the tenants name before the keys are given out.

Upon moving out, utilities must remain in the tenants name until the last day of the month of the lease term.

SEVEN DAY EVICTION NOTICE

If the lease payment is not received by the 7th of the month, a eviction notice will be posted. The tenant has three days to pay the lease amount before legal action takes place. This policy will be strictly enforced.

Once the eviction notice is filed with the courts, the action will not be dismissed and tenant shall be responsible for court costs.

BREAKING OF THE LEASE

If the tenant wishes to break the lease before the end of the term, the tenant will be responsible for the associated costs involved in releasing the unit, and the remaining rent due until a new lease is entered into or the existing term expires.

Associated cost will consists of

- 1 Showing time charged at \$25.00 per showing
- 2 Advertising expenses
- 3 Utilities incurred during the vacant period

30 DAY NOTICE TO VACATE

The tenant is responsible to provide a written notice 30 days in advance from the first of the month. Example: notice on the 5th of February would be notice to vacate the property April 1st, not March 1st, or March 5th. This is done so that there is a full month available to try to lease the unit.

If the tenant moves out mid month, they are responsible for the rent to the end of the month, unless the unit has been released.

There is a 30 day notice required at the end of the lease term. This is done so that we are aware that we need to find a new tenant.

MOVE OUT DAY

A walk thru will be conducted with the tenant when the unit is completely vacated. No walk thru will be conducted until this time.

The tenant will have the opportunity to clean, fix, repair, etc. any items the lesser deems the responsibility of the tenant.

DEPOSITS

Deposits CAN NOT be used for the last month rent.

Deposits will be returned after satisfactory walk thru and after all utilities have been verified for payment.

COLLECTION SERVICE

Any amount owed to the lesser and not collected within 1 month from vacating the unit, will be turned over to a collection service.

NATIONAL LEAD INFORMATION PAMPHLET

Any tenant leasing a property constructed before 1979, will sign a National Lead Information sheet.

CARPET CLEANING

Carpets will be professionally cleaned before the new tenant takes possession. The tenant is responsible to pay for PROFESSIONAL carpet cleaning at termination of their lease.

GENERAL MAINTENANCE

The landlord is responsible for landscape trimming and mulching of flower beds. The tenant is responsible for pulling weeds in the flower beds.

STANDARD MOVE OUT CHARGES

Non return of keys \$ 75.00

Light bulb replacement - each \$ 5.00

ROOM CLEANING

Bathrooms

Toilets \$ 25.00
Bathtub \$ 25.00
Vanity sink \$ 10.00
Floor \$ 25.00

Kitchen

Sink \$ 15.00
Dishwasher \$ 25.00
Stovetop and oven \$ 25.00
Refrigerator \$ 25.00
Countertops \$ 10.00
Floor \$ 50.00

Laundry room

Washer \$ 20.00
Dryer \$ 20.00
Floor \$ 25.00

Bedrooms

Carpet \$ 50.00

Living room

Carpet \$ 50.00

Garage

Floor and storage area \$ 75.00

Windows - each \$ 10.00

Light fixtures \$ 10.00

Signature _____

UTILITY CHANGE OVER

DESCRIPTION						
ADDRESS						
NAME OUT						
NAME IN						
		OUT	IN			
ELECTRIC						
GAS						
WATER						
SIGN						