

Lease Agreement

LESSOR/LESSEE: This Lease Agreement is made at Athens County, Ohio this ____th day of ____, 2016 and entered into between (hereinafter "Lessor"), and the following Lessees:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

Lessor hereby leases the residence located at ____, **Athens, Ohio 45701** in consideration for the promises and agreements of the above named Lessees.

I. JOINT AND SEVERAL LIABILITY: The above named Lessees are jointly and severally (individually) liable to Lessor for the total rent due for the premises, together with any and all property damages and any other miscellaneous charges under the terms of this Lease. In addition, Lessees are solely responsible for damages caused by any pets, guests or visitors at the above named premises.

II. TERM OF LEASE: The term of this lease shall begin on _____ at **11:00am**, and end on _____ at **3:00pm**. If Lessees vacate and/or abandon the property and this Lease Agreement before the term specified, without prior agreement of the Lessor, the Lessees are liable for the total balance of this Agreement including any payments due and still remaining. Occupancy beyond this lease will result in a fee of \$50.00 per hour until property is vacated.

III. PAYMENT OF RENT: Lessees agree to pay Lessor the reasonable and fair rent of \$____.00 for the entire term of this lease payable in equal installments of \$____.00 due on the following schedule: **April 1, 20__**, **August 1, 20__**, and **December 1, 20__**. Payments become due on the next business day if the due date falls on a weekend or a legal holiday. Rental payments must be RECEIVED in the office by the date due and will not be considered paid based on the date of the check written or the date payment was mailed. Rental payments are to be mailed before the above due dates to: **Best of Athens Rentals; PO Box 1152 ; Athens , Ohio 45701** . It is the Lessees responsibility to understand and strictly follow the schedule of payments, amount of payment and due dates as listed above.

IV. LATE FEES AND ALLOCATION OF PAYMENTS: In the event that any rent payment required to be paid by Lessee(s) hereunder is not paid in full by the end of the 5th day after it is agreed due, Lessee(s) hereby agree to pay a late charge of 5% of rent due to Lessor. It is further agreed that payments more than 10 days late will be assessed a Delinquency Charge of \$100 in addition to the 5% late charge. All accrued late fees are due in full at the time payments are made. Finally, it is hereby expressly and completely agreed between the Lessee(s) and Lessor that all future payments will be allocated first to any outstanding balances other than rent. Any remaining monies will be allocated lastly to any remaining rent balance.

V. RETURNED CHECK FEES: Any payment made by a check that is returned unpaid by the Lessees' bank will be charged a handling fee of \$35.00. The returned check fee is due in full with the replacement of the original returned payment in addition to any late charges.

VI. SECURITY DEPOSIT: On signing this Agreement, Lessees will pay Lessor \$____.00 as a security deposit to assure the performance of the terms and condition of this lease. Within 30 days after Lessees have vacated the premises, returned the keys, provided Lessor with a self-addressed and stamped envelope and paid all final utility bills, Lessor will return the deposit in full or give Lessees an itemized written statement of the reasons for, and the dollar amount of the security deposit retained by Lessor, along with a check for any deposit balance. If the security deposit is insufficient to compensate Lessor for the damages caused by Lessees' occupancy of the premises, Lessor shall give written notice to Lessees as to the nature and amount of the deficiency. Lessees shall pay the amount of the deficiency to Lessor within 30 days of receipt of such notice. The security deposit shall not be used for any portion of the rent payment. The security deposit shall be used for payment of repairs or damages to the premise or payment of unpaid utility bills or late fees after Lessees have vacated the premises. If a Lessee withdraws before the commencement of this lease, the security deposit shall be surrendered as damages.

VII. UTILITIES: Lessees hereby agree to transfer all utilities to their names at the commencement of this lease, on or before the day of possession. Lessees are responsible and shall promptly pay for all utilities used, consumed or wasted on the premises during their occupancy including but not limited to water, sewer, refuse, recycling, electric, gas, cable and telephone service **except for the following which will be paid by the Lessor: none**. If such utility services are not able to be billed directly to Lessees by the respective utility providers, Lessees shall pay and reimburse Lessor for all such utilities. The pro-rata share will be billed monthly to Lessees beginning on the commencement of this Lease Agreement, and ending on the termination of this Lease Agreement, with no adjustments for partial vacancy of the premises. Lessees agree to pay Lessor within 14 (fourteen) days of receipt of utility bill. Upon termination of this Lease Agreement all final utility bills must be paid by Lessees.

I have read and completely understand the provisions contained on this page of the Lease Agreement;

VIII. PARKING: Lessor will provide ___ parking spaces free of charge. Additional spaces may be purchased per quarter to be paid in conjunction with the regular rent payment as enumerated in the “Payment of Rent“ section above. Automobiles, motorcycles or other mechanical equipment may only be parked in such space as is assigned and agreed to by Lessor.

IX. SMOKE DETECTORS AND FIRE EXTINGUISHERS: All smoke detectors and fire extinguishers are to remain in good working condition at all times. If a Lessee observes that a smoke detector is damaged, broken or not functioning or that a fire extinguisher is damaged, missing or empty, they are to report this condition to the Lessor immediately. Lessees are liable for any modifications, alterations or damage to smoke detectors and any unnecessary use or damage caused to fire extinguishers.

X. PETS: No animal or pet of any kind may be kept on or about premises for any period of time without a separate Pet Lease Agreement. Lessor may offer a separate Pet Lease for Lessees with animals. If the separate Pet Lease has not been completed, Lessor will assess Lessees a charge of \$25.00 per day, from the beginning of the lease until the day the pet was removed from the premises for violating this provision of the lease. Rabbits and ferrets are prohibited.

XI. OCCUPANCY AND SUBLETTING: Lessees must have total security deposit and first quarter’s rent paid in full before they will be allowed to occupy premises. The premises is to be used only as a private residence for Lessees listed above. Occupancy of guests for more than three (3) consecutive days is prohibited without Lessor’s express written consent. Lessees must remain in possession and occupancy of the premises at all times during the term of this Lease Agreement. This Lease Agreement may not be assigned, nor may the residence or any part of it be sub-leased without the Lessor’s written consent. Lessees agree to be responsible for all damages caused by sub-lesers or assignees. .

XII. CONDITION OF PREMISES: Lessor shall hereby provide the premises to Lessees at the start of this lease in good condition and repair, clean and habitable. Any item of damage that is discovered more than (7) seven days after the start of the lease shall be conclusively presumed to have been caused by the Lessees. During the lease term Lessees promise to advise the Lessor immediately upon discovering any item of damage or necessary repair or any appliance is not functioning properly. Lessees hereby agree to keep the residence clean and free from trash and other debris, both inside and out, including but not limited to all areas inside the house, the porch, deck and yard. Lessees are hereby expressly liable for any and all damage, filth, trash, and debris on the interior or exterior of the premises during the term of this Lease Agreement and upon vacating the leased premises.

XIII. USE OF PREMISES:

1. *Noise* - All activities of Lessees and their guests are to be conducted in a quiet, dignified manner so as not to disturb or annoy other Lessees or neighbors.
2. *Unlawful Activities* – The premises will be used and occupied in a safe, careful, and lawful manner for residential purposes only. Lessees agree not to use the premises for any purpose which is unlawful, against city ordinances, or which would injure the reputation of the building or its occupants in any way.
3. *Gatherings* – Lessees shall control any parties, or other social activities, at the premises and Lessees acknowledge that they are jointly and severally responsible for any damages caused to the premises as a result of their social activities.
4. *Alterations* – Lessees shall not install or change locks, remove doors, install aerials, lighting fixtures or other equipment. The use of nails, screws or fastening devices on walls, ceiling or woodwork or alteration or redecoration of the premises is not permitted. Lessees are not permitted to paint leased premises. If premises is painted, Lessee shall be responsible for the cost of returning the painted area to Lessor’s standard paint color. All repairs, alterations or decorations shall be done by person(s) designated by Lessor.
5. Installation of Satellite television or internet is not permitted.
6. *Cleaning and Refuse* - Lessees shall keep the premises, and its appliances and contents in a clean and neat condition at all times. All refuse and garbage shall be deposited by Lessees in proper receptacles and Lessees shall be responsible for disposing of articles of such size or nature as are not acceptable by the rubbish hauler for the property. Any excess refuse or any other fines assessed to the property, shall be the responsibility of the Lessees.
7. *Yard, Decks and Porches* – Lessees shall keep the lawn, decks and porches clean and free from trash or other debris at all times. The lawn must be kept clear for regular mowing. All lawn furniture, games or other items used on the grassy areas must be stored off the grassy areas so they may be mowed and maintained on a regular basis. If Lessor must remove any trash, debris or other item from the premises, Lessees agree to pay Lessor \$100 each time. Upholstered furniture is not permitted on porches, decks or any other exterior area of the premises. Outdoor grills, cookers or stoves of any style are not permitted on decks or porches.
8. *Exterior Faucets* – Lessees are not permitted to attach a hose or other apparatus to, or use in any way, any and all exterior faucets or other exterior sources of water on premises or any other premises managed by Best of Athens Rentals.

9. *Roofs* – Lessees are strictly prohibited on any roof area of the house or porch or to place any object thereon except in case of extreme emergency.

10. *Individual Rooms* – Lessees are not permitted microwaves or hotplate in their individual rooms.

11. *Candles and Flame* – Lessees are not permitted to burn candles or any other devices that utilize an open flame at any place in the premises.

12. *Lost Keys* – In the event any lessee loses a key such lessee shall pay for a replacement key or, in the event new locks are necessitated, for the new locks plus installation fees.

XIV. DAMAGES: Lessees shall promptly report any problems or accidental damage to the Lessor. Lessees are solely liable for any damage to the residence, contents, appliances and equipment that was caused by Lessees or their guests. Lessees are not permitted to repair or attempt repair. Drains and waste pipes are acknowledged to have been clear at commencement of this lease unless reported otherwise to Lessor within seven (7) days. The cost of clearing any partial or complete stoppage occurring during the terms of this lease shall be paid by Lessees. Lessees are responsible for any damage to water or steam pipes caused by freezing or neglect. The Lessees are required to keep the premises at a temperature not lower than sixty (60) degrees Fahrenheit. Lessees should promptly report any leaks inside or outside of premises to Lessor. Lessees are responsible for any and all damages caused to the premises during the term of the lease. This includes but is not limited to damage done by leaking drains, sinks, showers or tubs and toilets. Lessees shall pay for all repairs to the premises and appliances that are necessary due to the Lessees or Lessees' guests' negligence or abuse. The cost of said repair shall be paid by Lessees within fourteen (14) days of receipt of the invoice or bill from Lessor. Lessees acknowledge that the security deposit is not to be used for the cost of repair of damages during the term of the lease. Lessor shall not be liable for personal injury or property damages resulting from any activity or occupancy of the rental premises. Tenants shall report any necessary repair or damage to Lessor within twelve (12) hours of discovering same.

XV. RESPONSIBILITIES OF LESSOR:

1. *Upkeep* - The Lessor shall be responsible for upkeep of the property in accordance with the Housing and Building codes for Health and Safety standards.

2. *Right of Entry* - Lessor and his agent may enter the leased premises at all reasonable hours for inspection, maintenance, repairs, decorations, alterations or other lawful purposes, or to show premises to prospective Lessees, purchasers, lenders, contractors or workmen. Lessor shall give Lessees twenty-four (24) hours notice before entering the premises except in case of emergency or unless it is impractical to do so.

3. *Loss or Theft* - Lessor shall not be responsible for loss, injury or damage to the personal property or person of Lessees and their guests caused directly or indirectly by fire, theft, burglary, malicious acts, riot insurrection, civil commotion, the elements, defects not reported by Lessees in the building furnishings, equipment, outside stairways, walks or landscaping, or by the neglect of other Lessees or owners of contiguous property. Lessees are encouraged to obtain Renters Insurance to protect against loss or damage to their personal property.

4. *Defects and Repairs* - Except in emergency, Lessees agree not to make any repairs. Lessees should notify Lessor promptly of any and all maintenance issues.

5. *Possession* - In the event Lessor is unable to deliver possession of the premises on the commencement date of this agreement or as agreed, because of the loss or destruction of the premises, the agreed rent shall abate until actual date of possession or the Lessor may return all prior payments to Lessees and cancel this agreement without further obligation to Lessees in any way.

6. *Change of Ownership* - In the event that the ownership of rental premise shall change, Lessees will be notified of such change, and the new owner shall have the right to terminate or continue this lease. In the event that the new owner should elect not to continue lease, Lessees must be given a minimum of three months notice and will receive a refund of \$250.00 in addition to paid security deposit after any appropriate deductions have been made.

XVI. DEFAULT: In the event of default in the payment of rent or in any other terms of this Lease Agreement, Lessor may terminate this Lease and retake possession in accordance with the laws of the State of Ohio. If Lessees have not vacated the premises by the term of this Lease Agreement, then they shall be assessed a fee of fifty dollars (\$50) per hour until such time that the premises is vacated.

Any provision or covenant of this agreement that may be in conflict with the laws of the State of Ohio or Federal Law shall be void to the extent that it is in conflict with such laws but shall not invalidate the Lease Agreement or any other part thereof. .

XVII. TERMINATION: Termination procedures are as follows:

1. Lessees are responsible for the cost of professional steam cleaning all carpet in the premise. Rental steam cleaners from home improvement stores or personal residential steam cleaners will not be accepted. Lessees must provide invoice to Lessor from professional cleaning service or Lessor will hire the cleaning to be completed.
2. Completely vacate and thoroughly clean the premises, including any storage or other areas of the premises which Lessees may be occupying.
3. Before departure, Lessees shall provide Lessor with self-addressed-stamped-envelopes for return of security deposit.
4. Final bills for all utilities in Lessees names must be paid in full by Lessees upon termination of this Lease Agreement.
5. When departing, Lessees shall lock all windows and doors leaving keys locked inside property.
6. Lessor's final inspection will only take place after Lessees have vacated the premises at the termination of this Lease Agreement.

XVIII. ENTIRE AGREEMENT: This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Lessor or Lessees. Any modifications to this Agreement must be in writing signed by Lessor and Lessees.

Lessor Signature	Printed Name	Date
1. _____ Lessee Signature	_____	_____
2. _____ Lessee Signature	_____	_____
3. _____ Lessee Signature	_____	_____
4. _____ Lessee Signature	_____	_____
5. _____ Lessee Signature	_____	_____
6. _____ Lessee Signature	_____	_____
7. _____ Lessee Signature	_____	_____
8. _____ Lessee Signature	_____	_____

I have read and completely understand the provisions contained on this page of the Lease Agreement;
