

**RESIDENTIAL LEASE**

This Residential Lease (“Lease”) made on \_\_\_\_\_, 200\_\_ between \_\_\_\_\_ (“Landlord”), whose address is \_\_\_\_\_, and \_\_\_\_\_ (whether individually or together, “Tenant”).

1. **DESCRIPTION OF PREMISES; TERM.** Subject to the terms, covenants, conditions and obligations hereinafter set forth, Landlord hereby leases to Tenant the single-family residence situated at \_\_\_\_\_, \_\_\_\_\_, Ohio, together with all appurtenances (collectively “Premises”), for a term commencing on \_\_\_\_\_, 200\_\_, and ending on \_\_\_\_\_, 200\_\_. If Landlord permits Tenant to occupy the Premises prior to the commencement of the term, then Tenant shall occupy the Premises subject to all terms and conditions of this Lease and shall pay Landlord prorated rent for such period prior to the commencement of the term.

2. **RENT.** Tenant shall pay to Landlord, without demand, \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per annum, payable in consecutive monthly installments of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month, in advance, upon the first (1st) day of each and every month, beginning \_\_\_\_\_, 200\_\_. Rent shall be payable to Landlord at \_\_\_\_\_ or at such other place as Landlord shall from time to time designate. Rent for any partial month shall be prorated on a daily basis, based on a thirty (30) day calendar month. Tenant further agrees to pay Landlord a late payment charge of Fifty Dollars (\$50.00) if any monthly installment of rent is not received by Landlord on or before the fifth (5<sup>th</sup>) day of the month in which it is due. Upon executing this Lease, Tenant shall pay Landlord the first (1st) month’s rent and the Security Deposit described below.

3. **SECURITY DEPOSIT.** Upon executing this Lease, Tenant also shall deposit with Landlord \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as security for the full and faithful performance by Tenant of the terms, covenants, conditions and obligations hereof, to be returned by Landlord to Tenant within thirty (30) days after the expiration of this Lease (less any deductions to which Landlord shall be entitled as more fully set forth in this Section 3). If, and only if, the security deposit exceeds one (1) month’s rent, interest at the rate of five percent (5%) shall be computed and paid annually on such security deposit to Tenant by Landlord, unless Tenant shall have vacated the Premises prior to \_\_\_\_\_, 200\_\_ [**six (6) months from date of first possession**]; in which event, no interest shall be payable. If during the term of this Lease or any holdover period, or upon Tenant’s surrender of the Premises, Tenant has not fully and faithfully performed all of Tenant’s covenants and obligations provided for herein, then Landlord shall have the right, but not the obligation, to: (i) deduct from Tenant’s security deposit the amount of any past due rent and the amount of any damages, costs and expenses Landlord has suffered or incurred as a result of or attributable to, in whole or part, directly or indirectly, Tenant’s failure to faithfully and fully perform Tenant’s covenants and obligations and (ii) require Tenant to restore the security deposit to its original amount, which Tenant agrees to do, within three (3) days after Landlord has requested Tenant to do so. If during the term of this Lease or any holdover period, or upon Tenant’s surrender of the Premises, Tenant’s security deposit shall be insufficient to fully pay for the amount of Tenant’s past due rents and the amount of all damages, costs and expenses Landlord has suffered or incurred as a result of or attributable to, in whole or part, directly or indirectly, Tenant’s failure to faithfully and fully perform Tenant’s covenants and obligations, then Tenant shall pay to Landlord, within three (3) days after Landlord has issued Landlord’s invoice therefor, the amount of any deficiency together with an amount sufficient to restore Tenant’s security deposit to its original amount.

4. **UTILITIES.** Tenant shall arrange and pay for all utility services serving the Premises, including but not limited to: gas, telephone, electric, water, sewer and cable. In the event of an accident affecting the Premises, or in connection with repairs or alterations to the Premises to be made by Landlord, Tenant shall immediately, upon Landlord’s request, temporarily stop service of such utilities as are necessary to mitigate damage or to facilitate repairs or alterations.

5. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant exclusively as a private single-family residence and neither the Premises, nor any part thereof, shall be used by Tenant for the purpose of carrying on any business, profession, or trade of any kind or for any purpose other than as a private single-family residence; nor shall the Premises be used for anything or in any way which is illegal or would, in Landlord’s sole judgment, injure the reputation of the Premises.

6. **NUMBER OF OCCUPANTS; PETS.** The Premises shall not be occupied at any time by more than \_\_\_\_\_ (\_\_\_\_\_) persons, excluding other tenants sharing the Premises and excluding providers of services, without the prior written consent of Landlord, which consent may be arbitrarily withheld. No domestic or other animals or pets shall be kept on or about the Premises without the prior written consent of Landlord, which consent may be arbitrarily withheld.

7. **CONDITION OF PREMISES.** Tenant represents and acknowledges that Tenant has examined the Premises, and that they are, at the time of this Lease, in good order, repair and are safe, clean and in tenantable condition. Tenant further represents and acknowledges that included on the Premises are: (i) the following appliances, all of which are, and all of which Tenant agrees to maintain, in good working order and condition including, \_\_\_\_\_;

(ii) draperies in \_\_\_\_\_ (\_\_\_\_\_) rooms including \_\_\_\_\_; (iii) carpeting in \_\_\_\_\_ (\_\_\_\_\_) rooms including \_\_\_\_\_; additional items supplied by Landlord include, but are not limited to \_\_\_\_\_ [identify all appliances and other personal property of Landlord that is in the Premises for use by Tenant].

8. **TENANT’S INSURANCE.** During the term of this Lease and any holdover period, Tenant shall, at Tenant’s sole cost and expense, obtain and keep in force comprehensive general liability insurance for bodily and personal injury and property damage in a single limit amount not less than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), with a deductible no greater than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and so-called “special perils form” all-risk property insurance in an amount equal to one hundred percent (100%) of the replacement cost, covering all of Tenant’s personal property and contents within the Premises.

9. **DANGEROUS MATERIALS.** Tenant shall not keep nor permit on the Premises any article or thing of a dangerous, inflammable or explosive character that might increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **DAMAGE TO PREMISES; PERSONAL INJURIES.** Tenant shall be solely responsible for all costs and expenses incurred by either party in maintaining or repairing any damage to the Premises resulting from or attributable to, in whole or in part, directly or indirectly, Tenant’s failure to perform any of Tenant’s covenants and obligations hereunder, Tenant’s waste, misuse, negligence or intentional or willful act or that of Tenant’s employees, independent contractors, agents or invitees. Tenant shall, within three (3) days after Landlord has issued Landlord’s invoice for maintenance or repairs made in connection with such damage or failure, pay Landlord for the total amount invoiced for such repair.

If the Premises, or any part thereof, shall be partially damaged by fire or other casualty regardless of the cause, then Landlord shall have the right, but not the obligation, to promptly repair or rebuild the Premises. If Landlord elects not to repair or rebuild the Premises, then this Lease shall terminate and Tenant’s rent shall be prorated up to the time when the Premises first became untenantable by such fire or other casualty. In all cases except where such fire or other casualty is a result of or attributable to in whole or part, directly or indirectly, Tenant’s waste, misuse, negligence or intentional or willful act or that of Tenant’s employees, independent contractors, agents or invitees, Landlord’s right to repair or rebuild the Premises, if exercised by Landlord, shall be exercised at Landlord’s sole cost and expense; in which case, there shall be an abatement of Tenant’s rent corresponding to the time during which and the extent to which the Premises were untenantable. In cases where such fire or other casualty is a result of or attributable to in whole or part, directly or indirectly, Tenant’s waste, misuse, negligence, intentional or willful act or that of Tenant’s employees, independent contractors, agents or invitees, Landlord’s right to repair or rebuild the Premises, if exercised by Landlord, shall be exercised at Tenant’s sole cost and expense; in which case, there shall be no abatement of Tenant’s rent.

Notwithstanding the cause, Landlord shall not be liable for any personal property damage or bodily or personal injury occurring in, on or about the Premises, except as was solely and directly caused by Landlord’s gross negligence or willful misconduct.

Landlord and Tenant mutually waive all recovery against the other, or any party claiming through the other, for any loss or damage to any property as a result of or attributable to, in whole or part, directly or indirectly, fire or other casualty, notwithstanding that such damage was caused by the negligence of the other or the other’s employees, independent contractors, agents or invitees. Landlord and Tenant agree, with respect to their insurance policies, to include standard waivers of subrogation clauses therein.

11. **MAINTENANCE AND REPAIR.** Tenant shall, at Tenant’s sole cost and expense: (1) keep and maintain the Premises in safe and sanitary condition; (2) keep all plumbing fixtures in, on or about the Premises as clean as their condition permits; (3) dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner; (4) use and operate all electrical and plumbing fixtures properly; (5) comply with the requirements imposed on occupants or residents by all applicable state and local housing, health and safety codes; (6) personally refrain and forbid all other persons who are on the Premises with Tenant’s permission from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or other part of the Premises; (7) maintain in good working order and condition all appliances in, on or about the Premises, including those listed in Section 8 hereof; (8) behave and require other persons on the Premises with Tenant’s consent to behave themselves in a manner that will not disturb Tenant’s neighbors’ peaceful enjoyment of their premises and (9) not unreasonably withhold consent for Landlord to enter into the Premises in order to inspect the Premises, to make ordinary, necessary or agreed repairs, decorations, alterations or improvements, to supply necessary or agreed services, to exhibit the Premises to prospective or actual purchasers, mortgagees, lessees, workmen or contractors and to maintain in good working order and condition all appliances supplied by Landlord which Landlord is obligated to repair. If Tenant fails to perform or violates any of the foregoing provisions of this Section 11, then Landlord shall have the right, but not the obligation, to recover from Tenant any actual damages suffered by Landlord resulting from or attributable to, in whole or in part, directly or indirectly, such failure of performance or violation, together with reasonable attorneys’ fees. Tenant further agrees that Tenant shall keep and maintain the lawn, including any tree lawn, and shrubbery or other horticultural landscaping in, on or about the Premises, free from litter or other debris, overgrowth and weeds and that Tenant shall timely and properly water, fertilize and trim such lawn, tree lawn, shrubbery and other horticultural landscaping from time to time, as necessary or appropriate, and in all events,

weather permitting, Tenant shall water and trim such lawn and tree lawn at least once a week during the months of April, May, June, July, August, September and October and fertilize such lawn and tree lawn and other landscaping at least twice per season.

Except as otherwise provided for in this Section 11, Landlord shall: (1) comply with the requirements of all applicable building, housing, health and safety codes which materially affect health and safety; (2) make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and habitable condition and (3) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning fixtures and appliances (other than those appliances listed in Section 8 hereof), supplied or required to be supplied by Landlord.

12. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alteration to the Premises, or construct any building or make any improvement or any other change in, on, to or about the Premises without the prior written consent of Landlord, which consent may be arbitrarily withheld. All alterations, buildings, improvements and other changes built, constructed, placed or made in, on, to or about the Premises by Tenant (with the exception of fixtures purchased and owned by Tenant which can be and are, in fact, both installed and removed without damage to the premises and Tenant’s movable personal property), unless otherwise provided by written agreement between Landlord and Tenant, shall remain on the Premises and become the property of Landlord at the termination of this Lease and upon the surrender of the Premises by Tenant.

13. **DEFAULT.** If Tenant fails to perform or comply with any term, covenant, condition or obligation of this Lease (other than the payment of rent, or any part thereof) which materially affects health and safety or is likely to cause diminution in the value of the Premises, then Landlord shall have the right, but not the obligation, (i) to immediately enter in, on, or about the Premises upon Tenant’s consent, which consent shall not be unreasonably withheld or delayed, and to perform or comply with, on Tenant’s behalf and at Tenant’s sole cost and expense, any such term, covenant, condition or obligation, or (ii) to terminate this Lease and to re-enter the Premises and remove all persons therefrom; provided, however, that prior to Landlord’s exercise of Landlord’s right to terminate this Lease and to re-enter the Premises Tenant shall be given written notice specifying (1) the condition creating the default or breach; (2) the date upon which the Lease shall terminate and (3) the fact that termination of the Lease shall not result if, within thirty (30) days of receipt of such notice, Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time. With respect to a default in the payment of rent, or any part thereof, at the times hereinbefore specified, Landlord shall give Tenant three (3) days notice within which to correct the default and if Tenant fails to correct such default within such three (3) day period, then Landlord shall have the right, but not the obligation, to terminate this Lease and Tenant’s rights hereunder.

14. **REMEDIES NOT EXCLUSIVE.** No remedy conferred upon Landlord by any of the specific provisions of this Lease shall be exclusive of any other remedy and each and every remedy shall be in addition to and not in lieu of every other remedy granted Landlord under this Lease, at law or in equity. The exercise of one or more remedies by Landlord shall not constitute a waiver of Landlord’s right to pursue any other available remedy.

15. **JOINT AND SEVERAL LIABILITY.** The term “Tenant” as used herein shall refer collectively to all persons named above and signing this Lease below as Tenant and the liability of each such person shall be joint and several.

16. **ASSIGNMENT AND SUBLETTING.** Tenant does not have the right, power or authority to assign this Lease, or sublet, or grant any concession or license to use the Premises, or any part thereof, without the prior written consent of Landlord, which consent may be arbitrarily withheld.

17. **SUBORDINATION OF LEASE.** This Lease and Tenant’s leasehold interest hereunder are and shall be subject, subordinate and inferior to all liens or encumbrances now or hereafter placed on the Premises including but not limited to, all advances made thereunder, all interest payable thereon, and all renewals or extensions of such liens, encumbrances, advances and interest payments. Tenant shall, within five (5) days after Landlord has issued Landlord’s written request, execute such further instruments evidencing such subordination as Landlord may request and if Tenant fails to do so, then Landlord is hereby irrevocably appointed Tenant’s attorney-in-fact to execute all such instruments in the name and on behalf of Tenant.

18. **CONDEMNATION.** If the entire Premises shall be taken, whether in appropriation proceedings, under the power of eminent domain or by a voluntary conveyance under threat of appropriation (hereinafter a “Taking”), then this Lease shall terminate on the date Tenant is required to yield possession of the Premises to the Taking authority. If any portion of the Premises, but not the entire Premises, shall be taken, whether in appropriation proceedings or under power of eminent domain or by a voluntary conveyance under threat of appropriation (hereinafter a “partial Taking”), then Landlord shall have the right, but not the obligation, by notifying Tenant in writing within ninety (90) days after such Partial Taking to elect to terminate this Lease or to terminate only so much of this Lease as applies to the Partial Taking, which termination shall be effective on the date Tenant is required to yield possession of the taken portion of the Premises to the Taking authority. If Landlord elects not to terminate the entire Lease, but elects to terminate only so much of this Lease as applies to the Partial Taking, then Landlord shall make such repairs and restorations to that portion of the Premises remaining which are not affected by the Partial Taking as are necessary to put the remainder of the Premises in a fit and habitable condition. Upon Landlord’s election not to terminate the entire Lease, Landlord shall reduce Tenant’s rent for the remainder

of Tenant's term of this Lease or any holdover period by that percentage of Tenant's total rent as corresponds to the diminution in value of Tenant's leasehold interest.

All compensation awards for any Taking or Partial Taking of the Premises shall belong to and be the sole property of Landlord, and Tenant hereby assigns to Landlord all rights with respect to any such compensation award. Nothing in this Section 18 shall prevent Tenant from applying for reimbursement or other compensation from the Taking authority for Tenant's moving expenses or for Tenant's expenses incurred in removing Tenant's fixtures, to the extent Tenant's application is otherwise permitted by law; provided, however, Tenant shall be entitled to only reimbursements and/or other compensation which shall be separately stated by the Taking authority and which do not reduce the amount otherwise recoverable by Landlord from the Taking authority. Tenant, upon time to time and at such times as Landlord may request and within five (5) days after Landlord has issued any written request, shall execute any and all releases, transfers or other documents as may be deemed necessary or appropriate by Landlord or such Taking authority to effect and give further evidence and assurances of the foregoing.

19. **RIGHT OF INSPECTION.** Landlord and Landlord's agents shall have the right, upon obtaining the prior consent of Tenant, which consent shall not be unreasonably withheld or delayed, at all reasonable times during the term of this Lease and any holdover period, to enter the Premises for the purposes of inspecting the Premises, making ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, supplying necessary services, maintaining all appliances supplied by Landlord which Landlord is obligated to repair and to show the Premises to prospective purchasers, mortgagees, lessees, workmen, or contractors and during the last ninety (90) days of the term of this Lease and at all times during any holdover period to show the Premises to prospective tenants. Except in cases of an emergency, or where it is impracticable to do so, Landlord will request Tenant's consent at least twenty-four (24) hours prior to entering the Premises.

20. **DISPLAY OF SIGNS.** Tenant agrees that no sign shall be placed or painting done in, on or about the Premises by Tenant or at Tenant's direction without the prior written consent of Landlord, which consent may be arbitrarily withheld. During the last ninety (90) days of the term of this Lease and at all times during any holdover period, Landlord or Landlord's agents shall have the right to display in, on or about the Premises, "For Sale," "For Rent" or "Vacancy" signs or any other similar signs indicating the future availability of the Premises as a single-family residence for sale or Lease.

21. **TRANSFER OF PREMISES BY LANDLORD.** If Landlord sells or transfers title to the Premises, or any portion thereof, or assigns this Lease to a third party, then Landlord shall, as of the effective date of such transfer or assignment, be released of all liability with respect to the performance of any of Landlord's covenants or obligations to be performed thereafter and without further notice to or agreement of Tenant, from and after the effective date, the transferee or assignee shall be deemed to have assumed and agreed to observe the terms, covenants, conditions and obligations of this Lease to be observed or performed by Landlord thereafter arising.

22. **LIABILITY OF LANDLORD.** If Landlord shall fail to perform any term, covenant, condition or obligation of this Lease upon Landlord's part to be performed, or if Landlord shall be liable to Tenant in any way arising out of this Lease, and as a consequence, Tenant shall recover a money judgment against Landlord, then such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Landlord in the Premises as the same may then be encumbered, and Landlord shall not be personally liable for any deficiency whatsoever. In no event shall Tenant have the right to levy execution against Landlord personally, any partners of Landlord or any property of Landlord other than Landlord's right, title and interest in the Premises as hereinbefore expressly provided.

23. **HOLDOVER TENANT.** If Tenant remains in possession of the Premises after the expiration of the stated term of this Lease, then such holdover tenancy shall be deemed and treated as a tenancy from month-to-month.

24. **SURRENDER OF PREMISES.** Immediately upon the expiration of the term of this Lease or any holdover period, whichever last occurs, Tenant shall surrender the Premises in as good condition as they were at the commencement of this Lease, or as they may have hereinafter been placed by Landlord or Tenant, reasonable wear and tear thereof excepted.

25. **ABANDONMENT.** If Tenant abandons the Premises, then Landlord shall have the right, but not the obligation, to enter the Premises by any means without liability for any prosecution therefor, and without liability to Tenant for damages or for any payment of any kind whatsoever, and Landlord shall have the right, but not the obligation, in Landlord's absolute discretion, as agent for Tenant, to relet the Premises, for the whole or any part of the unexpired term, and to receive and collect all rent payable by virtue of such reletting, and to hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term if this Lease had continued in force and the net rent for such period realized by Landlord from such reletting after deducting, in addition to all normal operating costs and expenses incurred by Landlord, all such costs and expenses Landlord has incurred in reletting the Premises, including all repairs or redecoration costs and all broker's commissions. If Landlord's right of re-entry is exercised after Tenant has abandoned the Premises, then Landlord shall have the right to consider any personal property belonging to Tenant and left on the Premises to have also been abandoned; in which case, Landlord shall have the right, but not the obligation, to dispose of all such personal property in any manner Landlord shall deem proper without any liability whatsoever for doing so.

26. **SEVERAL PROVISIONS.** The provisions of this Lease are several and independent. If any one or more provisions shall be determined to be unconscionable, illegal or otherwise unenforceable, in whole or in part, then the remaining provisions and any partially unenforceable provision to the extent enforceable shall nevertheless be binding and enforceable.

27. **GOVERNING LAW.** This Lease shall be governed interpreted and construed according to the laws of the State of Ohio.

28. **BINDING EFFECT.** The terms, covenants, conditions and obligations contained herein shall apply to and bind the heirs, legal representatives and assigns of the Tenant and the successors and assigns of Landlord.

29. **NOTICES.** All notices to Landlord shall be addressed to Landlord at \_\_\_\_\_, \_\_\_\_\_, Ohio or at such other place as Landlord shall from time to time designate. All notices to Tenant shall be addressed and sent to Tenant at the Premises.

30. **ADDITIONAL TERMS.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**Landlord**

**Tenant**

\_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_  
Print: \_\_\_\_\_

Soc. Sec. No: \_\_\_\_\_

**RECEIPT OF SECURITY DEPOSIT**

The undersigned acknowledges receipt of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as Tenant's security deposit.

LANDLORD

\_\_\_\_\_

Date: \_\_\_\_\_