

## RESIDENTIAL REAL ESTATE LEASE

This Residential Real Estate Lease ("Lease") is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Athens Renal Estate Company, LLC ("Landlord"), as the duly appointed rental management agent of the owner of the rental property that is the subject of this Lease and described below ("the premises"), and the following individuals:

(1) \_\_\_\_\_  
(3) \_\_\_\_\_  
(5) \_\_\_\_\_  
(7) \_\_\_\_\_

(2) \_\_\_\_\_  
(4) \_\_\_\_\_  
(6) \_\_\_\_\_  
(8) \_\_\_\_\_

(Hereinafter collectively referred to as "Tenant").

**1. Leased Premises:** Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord the following property under the terms and conditions contained in this Lease  
\_\_\_\_\_, Athens, Ohio.

**2. Term:** Tenant shall exclusively occupy the leased premises commencing at 1:00 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending at 11:00 a.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. In the event that Tenant remains in possession of all or any part of the Premises after the expiration of the Lease term defined herein, no tenancy or interest in the Premises shall result there from but such holding over shall be an unlawful detainer and Tenant shall be subject to immediate eviction and removal, and Tenant shall pay upon demand, as rent for said Premises, a sum equal to 200% of the rental rate identified in paragraph 3 of this Lease on a daily prorated basis.

**3. Rental Payments:** Tenant shall pay Landlord rent in the total sum of \_\_\_\_\_ for the entire term of the lease. Rent shall be tendered in \_\_\_\_\_ equal installments of \_\_\_\_\_, with each payment being due by the 5:00 p.m. on the \_\_\_\_\_ of \_\_\_\_\_.

Payments shall be delivered by mail or in person at The Athens Real Estate Company, 540 West Union Street, Suite A, PO Box 380, Athens, Ohio 45701. Checks or money orders should be made payable to "The Athens Real Estate Company." NO CASH PAYMENTS WILL BE ACCEPTED.

Rental payments shall be deemed delivered as of the date postmarked or on the day of hand-delivery.

**4. Late Fees and Check Fees:** There will be a late fee of \$ \_\_\_\_\_ for rent that is not received by The Athens Real Estate Company by 5:00 p.m. on the 3<sup>rd</sup> day after the rental due date defined in paragraph 2 above. If rent is still not paid by the 20<sup>th</sup> day after the rental due

date as defined in paragraph 2 above, there will be an additional late fee of \$ \_\_\_\_\_.  
There is a \$50.00 penalty for each check that is returned for insufficient funds.

**5. Security Deposit:** Tenant shall deposit with Landlord the total sum of \$ \_\_\_\_\_ which is security for the faithful performance of the Lease. The Security Deposit must be received by The Athens Real Estate Company on or before \_\_\_\_\_ to secure the premises. This Security deposit will be held as security for the repair of any damages to the residence by the Tenant. As required by Ohio Law, this deposit will be returned to the Tenant within thirty (30) days of the termination of the Lease minus any rent, fees, or expenses still owed to the landlord and minus any costs associated with damage or unreasonable wear and tear of the premises. If the security deposit is insufficient to compensate Landlord for damages caused during Tenant's occupancy of the premises, Landlord shall give written notice to Tenant of the nature and amount of the deficiency. Tenant shall pay the amount of the deficiency to the Landlord within thirty (30) days of receipt of such notice.

**6. Use of the Premises:** Tenant shall occupy the premises as a personal residence only. No other individuals are permitted to reside at the premises without the written authorization of the Landlord. Tenant shall comply with all rules, laws, and ordinances affecting the residence, including all laws of the State of Ohio and the City of Athens. Further, Tenant shall comply with the Renting Code of Conduct attached hereto as Addendum A.

Failure to keep and observe any of the relevant rules, laws, ordinances or the Renting Code of Conduct will constitute a breach of the terms of the Lease. The failure by Landlord to enforce this provision in any given period shall not constitute a waiver of any remedy afforded to Landlord.

**7. Condition of Premises at Commencement of Lease:** Tenant shall inspect the premises prior to occupancy. Tenant shall cooperate with Landlord to complete a check-in sheet, which will record any damages and defects (including issues of cleanliness) in the premises. Tenant shall return to Landlord the check-in sheet within one (1) day of occupying the premises. If Tenant's documentation of the condition of the property varies from Landlord's, the parties will meet within a reasonable amount of time to resolve the discrepancy and further document the condition of the property. Tenant agrees that, other than what is listed on the check-in sheet, the rental unit is in good and acceptable repair. If Tenant fails to complete a check-in sheet, Tenant agrees that the rental unit is in good and acceptable repair, and Tenant shall be liable for the condition of the premises upon vacating the leased premises.

**8. Utilities:** The following utilities are provided by Landlord and included in the cost of your rent: \_\_\_\_\_. Aside from the utilities listed above, Tenant shall be responsible for arranging for connection of all utilities, including water, trash, gas, electricity, cable, and phone. Tenant shall be responsible for all charges and fees associated with any utility services provided at the premises during the term of this lease. Tenant Initials \_\_\_\_\_ Landlord Initials: \_\_\_\_\_

9. **Repairs:** Tenant shall report to Landlord any repairs needed to the premises immediately upon discovery. Landlord shall make the necessary repairs within a reasonable period of time. Tenant shall not repair or have repairs made for any damage without Landlord's prior consent. All repairs required as a result of Tenant abuse or neglect, shall be charged to Tenant. Damage charges shall be paid within fourteen (14) days of receipt. Failure to pay this invoice is a material breach of the lease.
10. **Lead-Based Paint Disclosure:** As required by law, Landlord has included a disclosure regarding lead-based paint that is attached to this Lease as Addendum B.
11. **Damage or Destruction of Premises:** If the premises are rendered uninhabitable by fire or other casualty, Tenant shall vacate the premises immediately and will pay no further rent following the damage or destruction and Landlord will refund to Tenant the unearned portion of any rent paid in advance prorated to the date of damage or destruction. Tenant shall have no claim or interest in any compensation or award of damages for such destruction. A determination that the premises are uninhabitable cannot be made unilaterally by either party to this agreement.
12. **Joint and Several Liability:** Each individual identified as a tenant in this lease is jointly and severally liable for the responsibilities and obligations that arise under this Lease, including, but not limited to, rent, repair costs, utility costs, and any and all other expenses caused or created by Tenant during the term of this Lease
13. **Assignment and Sublease:** Tenant is prohibited from assigning, subletting, or transferring any part of the premises or this lease without the express written consent of Landlord. Such consent shall not be unreasonably withheld.
14. **Pets:** Pets are prohibited in the premises unless Tenant has the express written permission of Landlord. Violations shall result in immediate eviction and forfeiture of all security deposits.
15. **Insurance & Liability:** Tenant hereby accepts and assumes full responsibility for the premises and releases the Landlord from all liability or injury to the person or personal property of Tenant. Landlord shall not be liable for any theft, destruction, loss, or damage to any personal property of the Tenant or their guests. Landlord shall not be liable for damages caused by a failure of heating equipment, electrical systems, plumbing equipment, pipes, sewage, or fixtures arising from acts or negligence of Tenant on said premises, or any other element or damage arising from acts beyond Landlord's control (i.e. acts of God). Tenant shall secure renters' insurance at Tenant's expense.
16. **Landlord's Access to the Premises:** Landlord and its agents shall have the right to enter the premises to make necessary repairs, to show the premises for rent or sale, and to make inspections for safety and health purposes. Landlord will provide at least 24-hour notice prior to any inspection or showing. Request for repairs to the premises by Tenant constitutes a waiver of the 24-hour notice requirement. Landlord may enter the premises without notice in an emergency.

17. **Default:** A default of the lease by Tenant is defined as any of the following: (a) failure to pay the full amount of rent due within 5 days of its due date and (b) failure of Tenant to cure a violation of any other term or covenant of the lease after 30 days notice of the violation. In the event of a breach by Tenant, Landlord may apply Tenant's security deposit towards any necessary court costs and attorney's fees as permitted by Ohio law.

18. **Abandonment:** In the event that Tenant is absent from the premises for a period of five (5) consecutive days, while behind on making a rental payments, Tenant will be deemed to have abandoned the premises and any personal property left in the premises shall be considered abandoned. Landlord may dispose of all abandoned personal property as Landlord sees fit.

19. **Disclosure of Property Owner:** The legal owner of the premises is \_\_\_\_\_ of \_\_\_\_\_, and Landlord is their duly appointed rental agent.

20. **Landlord's Contact Information:** Landlord's contact information is as follows:

The Athens Real Estate Company, LLC  
PO Box 380  
Athens, Ohio 45701  
Land line: (740) 589-4600 Cell: (740) 541-2521

21. **Binding Effect:** This lease and the agreements of Landlord and Tenant contained herein are binding upon and inure to the benefit of Landlord and Tenant's heirs, executors, administrators, successors, and assignees.

22. **Jurisdiction, Venue, and Statutory Interpretation:** The parties stipulate that this agreement was negotiated and executed in Athens County, Ohio. Should a dispute arise between the parties, it is agreed that a court in Athens County, Ohio shall have both jurisdiction and venue to hear the case. This lease shall be construed in accordance with Ohio Revised Code Section 5321 and all other relevant law. The invalidity of any particular provision shall not invalidate the entire lease. All terms and covenants are to be construed as conditions.

Signature:

Date

Phone Number:

\_\_\_\_\_  
The Athens Real Estate Co., LLC

By: \_\_\_\_\_ as Property Manager

Tenant

EMAIL: \_\_\_\_\_

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Tenant

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Tenant

## RENTING CODE OF CONDUCT ADDENDUM A

1. Tenant shall occupy the premises as a residential dwelling and not conduct any business or for-profit venture from the premises.
2. Tenants and their guests are prohibited from smoking inside the premises.
3. Tenant will not use the premises or permit them to be used for any unlawful purpose or engage in any unlawful activity in the premises including, but not limited to underage drinking and illegal drug use.
4. Tenant will not use the premises for any dangerous, noxious or offensive activity.
5. Tenant will not cause or maintain any nuisance in the premises.
6. Tenant will review any local laws or ordinances pertaining to noise and comply with those laws or ordinances and require that their guests do the same.
7. Tenant will review the local laws or ordinances pertaining to trash collection and recycling and will comply with those laws or ordinances.
8. At the end of the term of this lease, Tenant will deliver the premises and the appliances contained in the premises in as good and as clean a condition as they are prior to the Tenant occupying the premises.
9. Tenant will not make any alterations to the premises, including installing locks, replacing existing locks, or painting, without the express written permission of Landlord.
10. No bricks, concrete blocks, construction materials, dangerous chemicals, or explosives may be kept in the premises.
11. Tenant is prohibited from having any upholstered furniture, grills, hibachis, or any other cooking apparatuses on the porches, decks, patios, or other areas designed by the Landlord.
12. Waterbeds are prohibited in the premises.
13. All carpets, floors, walls, bathroom and kitchen fixtures, stoves, refrigerators, and other features and fixtures of the premises shall be kept clean and sanitary.
14. Tenants agree to remove all trash and rubbish from said premises on a weekly basis and Tenants shall keep the premises free of debris.
15. Tenants shall not nail items to the walls, put tape on the walls, or place any hanging on the wall that may damage the plaster, wallpaper, or surface coating of the walls.



## ADDENDUM B

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### Lead Warning Statement

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

#### Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below): (i)

\_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
\_\_\_\_\_  
(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_  
(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Lessee's Acknowledgment (initial)

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

#### Agent's Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date