

DWELLING LEASE

PARTIES This Dwelling Lease is made at Bowling Green, Wood County, Ohio on _____, by and between the Landlord _____ (hereafter "Landlord") and the tenants _____

_____ (hereafter "Tenants") for lease of the Premises located at _____, Bowling Green, Ohio (hereafter "Premises"). The occupancy level of the Premises shall be in accordance with the housing, health and zoning regulations and limited to the parties of this Lease or persons acquiring legal rights of occupancy hereunder. Occupancy limit is hereby set at _____ persons.

TERM The term of this Lease shall be _____ starting at 12:00 noon on _____ and ending at 12:00 noon on _____.

RENT Tenants shall be jointly and severally liable to pay Landlord the total sum of \$ _____ in _____ installments of \$ _____ each in advance on _____.

LATE RENT FEE If Tenant fails to pay the Landlord any rent installment within six (6) days after the rent is due, the amount of each such delinquent installment shall be increased by the sum of Thirty (\$30.00) Dollars. Tenant shall be charged Thirty (\$30.00) Dollars for each rental check returned, in addition to the late payment charge as stipulated. In accordance to Supreme Court case Dennis vs. Morgan, 89 Ohio St. 3d, 417 (2000), the issuance of a three day notice to vacate pursuant to R.C. 1923.04 does not terminate the obligations of the Lessee to the Lessor to pay rent for the remainder of the term or until a new Lessee is secured in the exercise of reasonable diligence.

SECURITY DEPOSIT Tenants shall deposit with Landlord the total sum of \$ _____, which is security for the faithful performance of this Lease. This security deposit shall serve as a fund from which Landlord may receive reimbursement for unreasonable wear and tear of the apartment, or for any other amounts legally due and owing.

Tenants shall be entitled to a full refund of this security deposit if they pay the amounts due under this Lease and if they return the Premises in the same condition as it was in when they received possession, except for ordinary wear and tear. **In order to avoid disagreements regarding the condition of the Premises, Tenants should prepare inventory checklists of the items furnished, the condition of these furnishings and the condition of the entire Premises. Tenants should prepare these checklists immediately upon obtaining possession and immediately prior to returning possession of the Premises. Tenants should furnish Landlord with a copy of such checklists.**

Landlord shall return Tenants' security deposit, together with a statement itemizing deductions, if any, within thirty (30) days of: a) The termination of this Lease b) Tenants' return of possession (including the keys); and c) Landlord's receipt of Tenants' forwarding address. If the security deposit is insufficient to compensate Landlord for the damages, Landlord shall give written notice to Tenants of the nature and amount of the deficiency. Tenants shall pay the amount of the deficiency to Landlord with thirty (30) days of receipt of such notice.

JOINT AND SEVERAL LIABILITY Each Tenant under this Lease is jointly and severally (individually) liable to Landlord for the total rent due for the Premises, together with any and all damages and any other miscellaneous charges. If one of the Tenants fails to pay rent, damages or other miscellaneous charges, then any one of the other Tenants or any number of other Tenants may be liable by Landlord for such unpaid rent, damages or charges. However, Tenants making payments on behalf of a defaulting Tenant have the right to demand reimbursement from this defaulting Tenant.

UTILITIES Tenants shall be responsible for the following utilities: cable, telephone, _____. Tenants agree to install these particular utilities in their name by contacting the appropriate utility office prior to move in. Tenants shall pay promptly all utility invoices. Landlord shall furnish all other utilities not listed above. Tenants shall conserve all utilities furnished by Landlord.

In case of default of any terms and conditions of this rental agreement, the utilities shall be left on in the tenants name until the premises are re-rented, then shall be transferred by the Landlord. Tenants shall notify Landlord prior to terminating any utilities.

Wires for telephones, cablevision, satellite dishes, and/or antenna installation shall be brought into the Premises and installed therein under the exclusive direction of the Landlord and at the expense of the Tenants.

FURNISHINGS This dwelling unit is rented as unfurnished except for a stove and refrigerator.

ALTERATIONS, MAINTENANCE Tenants shall not make any alterations, repairs or decorating without written consent of Landlord. Landlord shall be responsible for all- normal repairs and maintenance to the Premises, and rents shall not be adjusted during the interruption or failure of equipment where such is beyond Landlord's control, and does not exceed a reasonable time for repairs.

LANDLORD REPOSSESSION RIGHTS If Tenants breach any covenant or condition of this agreement, and/or abandons or vacates the Premises, Landlord shall have the immediate right to cancel the terms of this agreement and take possession in accordance with Ohio Law. Tenants shall forfeit deposit to the Landlord at this time. Tenants expressly releases Landlord of and from any and all claim of liability or damages to or loss of property left in the Premises upon vacating, abandoning or defaulting under this rental agreement.

LAWFUL USE Tenants shall use the Premises in a lawful manner; thus, Tenants shall not permit violations of any laws, including those pertaining to alcohol or drugs. Tenants shall not permit anyone younger than 21 years of age to possess or consume alcohol on the Premises. Tenants shall use the Premises as a residential dwelling; thus, Tenants shall not disturb nor annoy other residents of the neighborhood. Tenants shall not cause nor maintain any dangerous, noxious or offensive activity, which might constitute a nuisance to others.

