

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 Tenants fail to pay the Landlord any rent installment within four (4) days after the rent is due, the amount of each such delinquent installment shall be increased by the sum of Thirty (\$30.00) Dollars. Tenants shall be charged Thirty (\$30.00) Dollars for each rental check returned, in addition to the late payment charge as stipulated. In accordance with the Ohio Supreme Court case Dennis v. 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 obligation of the Tenants to pay rent to the Landlord for the remainder of the term or until a new tenant 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 Premises, 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 within 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 held 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 the 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 promptly pay 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, and 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 the written consent of Landlord. Landlord shall be responsible for all normal repairs and maintenance to the Premises. Rent 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 abandon or vacate 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 the deposit to the Landlord at this time. Tenants expressly release Landlord of and from any and all claims 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 or annoy other residents of the neighborhood. Tenants shall not cause or maintain any dangerous, noxious or offensive activity which might constitute a nuisance to others.

SUBLEASING Tenants shall not sublease the Premises without Landlord's written consent. The Lease cancellation fee is hereby fixed at two (2) months' rent, with forty-five (45) days' written notice of intent to cancel.

DAMAGES Tenants shall be responsible for all things under their control, including damaged or broken doors, glass and screens. Tenants agree to pay for the removal of any foreign objects in toilets or drain lines. Tenants agree to pay for repairs or replacement of any damaged or abused parts of furnished appliances, fixtures, carpets or blinds. All plaster repairs will include a repainting charge.

NO SMOKING OR BURNING OF CANDLES IS PERMITTED INSIDE THE PREMISES. There will be a charge for repainting, replacing blinds, deodorizing, cleanup or any other repairs due to smoke damage.

Tenant initials: _____

Tenants shall report to Landlord immediately any water leak, gas leak or malfunction in the electrical systems. Tenants shall also report any roof leaks or other significant injury or damage to the Premises. Tenants are not allowed to repair any damage to the Premises without prior approval by the Landlord.

LIABILITY Landlord shall not be liable to Tenants, or to their guests, for damage or loss to person or property caused by other persons, including theft, burglary, assault, vandalism or other acts or crimes. Unless Landlord or the agents of Landlord are negligent, Landlord shall not be liable to Tenants, or their guests, for personal injury or property damage (furniture, jewelry, clothing, etc.) caused by sewer backup, interruption of utilities or other occurrences. Tenants are strongly urged to acquire renter's insurance to protect against loss from property damage or personal liability.

ENTRY Landlord shall give Tenants twenty-four (24) hours' notice of intent to enter the Premises, and Landlord shall enter only during reasonable hours. Landlord agrees to enter only after knocking, to leave the Premises in as good condition as when entered, to clean and remove dirt or debris that results from the performance of maintenance and repairs, and to lock the rental unit when leaving, unless otherwise requested by Tenants.

Tenants shall give consent for Landlord to enter the Premises at reasonable times and upon reasonable notice in order to inspect, make ordinary, necessary or agreed repairs and improvements, exhibit the Premises to prospective tenants, or for any other need related to the management of this property.

ANIMALS All Tenants must complete a Pet Screening profile at PetScreening.com. There shall be no animals or pets brought onto or kept in said Premises without first securing the written consent of Landlord. No visiting animals will be allowed. The fee for violation of this Lease condition is hereby fixed at \$500.00.

Tenant initials: _____

LEAD PAINT DISCLOSURE The parties acknowledge that a Lead-Based Paint/Hazards disclosure form is available in the Rental Office as set forth by Federal law. Tenant initials: _____

PARKING Tenants shall register their motor vehicles with Landlord. Tenants shall park in a properly designated parking area. City law prohibits parking on the grass. Unregistered vehicles and vehicles in unauthorized areas may be towed away at the owner's expense. Tenants agree not to make repairs to automobiles on the Premises or leave any inoperable or unlicensed vehicles on the Premises. No storage of boats, trailers, campers or personal property is permitted. There is/are _____ off-street parking space(s) provided with this Lease.

RULES AND REGULATIONS No household articles of bulk weight, including but not limited to waterbeds, pianos, cement blocks or beams, shall be permitted on the Premises without prior consent of Landlord.

Tenants shall dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner. If the City of Bowling Green provides a roll-out container, all trash must be inside of it. Any trash not fitting into the container must be disposed of at Tenants' own cost. If Landlord has to remove any trash, Tenants will be billed. This includes picking up any litter from the yard, including cans, bottle caps, cigarette butts, etc.

No BBQ grills are allowed on porches, balconies or under any overhang. Burning of candles in the apartment or house is prohibited. No inflatable or plastic "kiddie" swimming pools are permitted on the Premises. Tenants will keep all porches, balconies and yards free of all interior furniture, trash and debris.

Tenants _____ (are / are not) responsible for snow and ice removal from sidewalks and driveways. Landlord will remove snow from the city sidewalk, mow grass and trim bushes. Tenants agree not to plant in or damage the yard.

Landlord shall have the exclusive right to make rules and regulations, which shall become effective upon notice to the Tenants and may govern the health, safety and welfare of the parties and the care, cleanliness and condition of this rental agreement.

It is mutually agreed that the covenants, conditions, terms and agreements herein contained shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

ANY CONSENT BY LANDLORD MUST BE IN WRITING.

Witness the signature of the parties to this instrument, which is executed in duplicate this _____ day of _____, 20____.

Executed and acknowledged in the presence of:

Tenant

Tenant

Steven J. Smith, Manager
532 Manville Ave
Bowling Green, Ohio 43402
Text Only 419 308 8104
www.bgapartments.com

Tenant

Tenant