

LEASE

Address:                     Parkside Court – Hilliard, Ohio 43026                    

This lease, made this \_\_\_\_\_ day of \_\_\_\_\_, by **Parkside Village Hilliard, LLC,** **Owner**, and \_\_\_\_\_, **Resident(s)**, witnesseth that the Owner, in consideration of the rents to be paid and the covenants and agreements to be performed by the Resident does hereby let and lease unto said Resident the premises described above.

1. **Term:** This lease will be for a term of \_\_\_\_\_ **months** beginning on the \_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_.
2. **Rent Payment:** Resident agrees to pay to Owner, its successors and assigns, during said term, the following rental amount due in advance, on or before the **1<sup>st</sup>** day of each month: \$ \_\_\_\_\_ **Dollars**, (\$ \_\_\_\_\_ Dollars in total over the lease term) payable to:

Parkside Village  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Hilliard, Ohio 43026

or such address as Owner may designate. Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent. Rent proration is prohibited. If the Resident moves out anytime during a new month, rent is paid for a full month. Rent is terminated upon vacating of the unit and keys being returned to Owner. You shall not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for involuntary military service.

3. **Payment Form/Returned Checks:** A single personal check will be accepted in payment of rent until such time as a check is returned for insufficient funds; thereafter all payments must be by money order or cashier's check. If rent is paid by check and such check is returned by the bank for any reason, Resident agrees to pay **\$25.00** Dollars to defray the expense incurred by Owner or its Agents for extra handling. The returned check charge shall be in addition to any late payment charge.
4. **Late Payment:** Rent is due on the **1<sup>st</sup>** of each month. Rent not paid on or before the **1<sup>st</sup>** of the month shall be considered late and rent not paid by the date it is due is subject to legal action without further notice. If rent is paid and accepted after the **5<sup>th</sup>** of the month by 5:00 pm, it shall be subject to a late charge of **\$25.00** Dollars and a **\$5.00** daily penalty until paid in full. Rent, which is paid and accepted after the **15<sup>th</sup>** of the month, shall be subject to the payment of the reinstatement fee. Resident agrees further that the acceptance of the rental payment after the due date shall in no manner constitute a waiver of Owner's rights in the event of Resident's failure to make future rental payments. Failure to demand the rent when due shall not constitute a waiver by Owner, and the necessity of demand for rent by Owner when rent is overdue is hereby waived. By law, no Resident is permitted to withhold rents without a prior judicial hearing.
5. **Reinstatement Fee:** Resident agrees that in the event rent is not paid when due and eviction proceedings are commenced against the Resident and Resident seeks to have the lease reinstated, Resident will pay to Owner a sum equal to **\$100.00** Dollars in order to pay the expense of such reinstatement.
6. **Possession:** If the premises, or any portion thereof, are not ready for use or for occupancy upon the date agreed or specified in this lease, for any reason whatsoever, the Resident shall not have cause to terminate this lease and Owner has no liability (for any damage, except a proportionate reduction of rental for the period the premises are unusable. This reduction shall be based upon a pro-rata allocation of the monthly rental rate).
7. **Use:** Resident agrees that the premises shall be used for private residential dwelling purposes only and that the premises will be occupied and used only by the persons indicated on the application of Resident and no one else not

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acceptable to Owner shall be permitted to occupy or use the premises (maximum residency of 4 individuals). Resident agrees not to use, nor to permit to be used by Resident's immediate family, guests, or invitees the premises, or any part thereof, for any unsafe, unlawful, disreputable or immoral purpose, nor in any loud, boisterous, or other manner offensive to any resident of the community.

8. **Disturbances:** Resident should do their best not to disturb or annoy others. Resident is responsible for the actions of their children and guests. Peace and quiet are desired between 10:00PM and 10:00AM, and no loud or disturbing noises are permitted at any time.
9. **Security Deposit:** The Resident has deposited with the Owner the sum of \$ \_\_\_\_\_ Dollars as a security deposit for the faithful performance of all the covenants and agreements in this lease and to guarantee the return of the premises to the Owner at the termination of this lease, in as good or better condition than accepted, with normal and reasonable usage excepted. **UNDER NO CIRCUMSTANCES SHALL THE RESIDENT BE PERMITTED TO USE THE SECURITY DEPOSIT AS A SUBSTITUTE FOR, OR IN LIEU OF THE LAST MONTH'S RENT PAYABLE UNDER THIS LEASE.**

After the expiration of this lease and vacating of the premises by the Resident or upon surrender and acceptance of the premises, whichever first occurs, and following written notice to Owner of Resident's new address, within 30 days of said notice, the deposit will be returned to the Resident after deduction of any amount needed to cover replacement of keys, changing of locks if keys are not returned, damage to premises, unpaid utilities, unpaid rent, cleaning or restoration of the premises (a **\$100.00** cleaning fee is standard) and any other amount due Owner, provided that Resident has occupied the premises for this entire lease term. Copies of final paid utility bills are also required by Owner prior to release of the security deposit. Owner suggests Resident request a property walkthrough with Owner prior to vacating the premises. In the event that Resident has occupied the premises for less than this entire lease term or has not provided adequate move-out notice, the security deposit may be retained by Owner to compensate Owner for the administrative expense of inspecting the premises, advertising, and re-letting the premises as well as painting, general cleaning and any other charges which may be necessary due to Resident's early/impromptu termination. No interest will be paid by Owner to Resident upon the security deposit. Resident may still be responsible for other costs above the total of the security deposit.

10. **Move-out Notice/Lease Renewal:** Unless written notice is given by the Resident to Owner or by Owner to Resident at least thirty (30) days prior to expiration of this lease, or any extension thereof, then this lease automatically will be deemed to be extended on a month-to-month basis, under the same terms and conditions, with monthly rent payable of \$ \_\_\_\_\_ Dollars, or some other rent amount indicated by Owner in writing within thirty (30) days prior to expiration of this lease. Upon 30 days notice in writing, Owner has the right to terminate the month-to-month agreement.
11. **Holding Over:** If Resident still occupies the premises past the Ending Date of this Lease or the date on which Resident is notified to vacate the premises, then Resident will be required to pay holdover rent in the amount of **\$150.00** Dollars per day, along with all other amounts that Residents owes. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and Owner may exercise any right or remedy available under this Lease or the law to recover possession of the premises and damages from Resident.
12. **Sub-Letting:** Resident may not sub-let property nor permit additional persons to occupy the dwelling without the prior, written permission of the Owner. Any such sub-lessee or additional occupant must fill out the application and lease forms required by Owner and be approved through Owner's screening process. Such approval is also subject to a **\$150.00 Dollar** transfer fee.
13. **Condition of Premises:** Resident acknowledges that the premises have been inspected upon the start of this lease and Resident has found the unit to be in a clean and sanitary condition. Resident has put any exceptions in writing. Resident shall keep the premises in a clean and healthy condition at Resident's own expense and deliver the same back to Owner upon vacating the premises, whether such vacating shall occur by expiration of the lease or in any other manner whatsoever, in the same or better condition of cleanliness and repair as the date of the signing of this lease, ordinary wear and tear or loss by fire excepted. Resident agrees to maintain adequate heating at all times during the heating season to avoid freezing of water lines. Resident will be responsible for all such damages.
14. **Alterations:** Resident shall make no alterations, additions or redecorating without the written consent of the Owner or his Agent. All such alterations or additions shall remain as part of the premises for the benefit of the Owner. Resident shall make no deductions for repairs, alterations, or redecorating made by the Resident without the prior express written consent of the Owner or his Agent.

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15. **Lawns/Landscape:** Resident is to avoid any action that will prevent grass from growing. Bicycles and foot-traffic cutting corners will result in unsightly worn areas. Residents will be charged for any deliberate destruction of landscaping by Resident, its guests, children, or pets.
16. **Snow and Ice Removal:** Resident is responsible for all snow and ice removal. In signing this lease, Resident will assume all liability for personal injury due to ice and snow removal. Residents will not hold Owner liable for any mishaps or injury due to snow and ice removal.
17. **Utilities:** Resident agrees to contract directly with the proper utility companies for those utilities not furnished by Owner and to pay all charges for such services during the term of this lease and any extension thereof. Resident hereby gives permission to Owner or its Agent to receive any needed information from utility companies as to utility charges for this property. Owner will be paying for the following utilities:

\_\_\_\_\_ Trash Collection (Paid by Owner) --- NOTE: Water to be billed back by Guardian (paid by Resident) \_\_\_\_\_.

18. **Trash:** Trash is picked up weekly. Resident is to place all trash inside an appropriate trash container, to be provided by Resident unless otherwise provided by Owner. Nothing detracts like unsightly trash or litter.

19. **Default:** You (Resident) are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed as directed by this Lease;
- b. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health, or criminal laws, regardless of whether arrest or conviction occurs;
- c. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
- d. You or the Guarantor of this Lease have made any false statement or misrepresentation on any information provided to Owner or are adjudged bankrupt;
- e. You abandon or vacate the premises during the term of the lease, or, in sole opinion of Owner, your conduct tends to impair the reputation of the premises or the community of which the leased premises forms a part;
- f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture, or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation, and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- g. Any illegal drugs or illegal drug paraphernalia are found in the residence (whether or not Owner can establish possession);
- h. You keep any handgun, firearm, or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your residence.

Upon any default violation, it shall be lawful for the Owner to enter into the premises, pursuant to law and again have, repossess and enjoy the same, as if this lease had not been made, and thereupon this lease, and everything herein contained on the part of the Owner to be done and performed, shall cease, terminate, and be utterly void; without prejudice, however, to the right of Owner to recover from Resident amounts due for rent and damages. The commencement of a proceeding or suit in forcible entry and detainer or otherwise, after any default by Resident shall be equivalent in every respect to actual entry by Owner.

20. **Remedies:** If Resident is in violation of the Lease, Owner can, without demand or notice (other than the notice that is provided in this paragraph) in addition to other remedies allowed by law:

- a. Collect any charge imposed by the Lease;
- b. Sue to collect past due rent and any other damages incurred because of Resident's violation of the Lease;
- c. Terminate the Lease and Resident's right to occupy the premises and institute an action for eviction;
- d. Terminate Resident's right to occupy the premises and institute an action for eviction, but not terminate the Lease or end Resident's monetary obligation for such;
- e. Sue to collect all unpaid rent and other sums which would become due until the end of the term of the Lease;
- f. Report all violations to credit reporting/collections agencies; and
- g. Do any combination of a, b, c, d, e or f. All Remedies are cumulative.

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21. **Owner or Agent's Right to Enter:** Owner or Agent shall have the right to show the premises to prospective Residents for a period of thirty days prior to the termination of this lease. Resident shall permit the Owner, his Agents and/or Employees to have access to and enter the premises at all reasonable and necessary times to inspect the premises or for any purpose connected with the repair, improvements, care, and management of the premises. Resident shall not install new locks or change existing locks so as to prevent necessary maintenance from being made to the premises without the express permission of the Owner in writing. Owner has the right to enter the property with a 24 hour written notice to perform an inspection. In the event of an emergency, shorter/no notice may be given. General inspections will be done semi-annually or as the Owner sees necessary.
22. **Mortgage:** The Owner may encumber the premises by mortgage or mortgages, securing such sum or sums and upon such terms and conditions as the Owner may desire and any such mortgage so given shall be a first lien on the land and buildings superior to the rights of the Resident herein.
23. **Liability/Insurance:** Resident releases and relieves Owner and/or Agent from any and all liability to Resident or Resident's agents, employees, guests, invitees, or members of their families, from any loss, damage, or injury to their property or person in the premises or in the building or on the grounds of which the premises are a part, occurring by, through, or in connection with theft, burglary, assault, or any other act or form of fire, heat, or cold, or from water, rain, snow, ice, or other substance which may leak into or drop or issue or flow from any part of the building or from the pipes or plumbing or wiring of the building or from any other place on the premises or arising from any other cause whatsoever unless directly caused by Owner's negligence. Resident agrees to protect, indemnify, and save harmless the Owner and his Agents from all losses, governmental judgments, liens, costs, or damages sustained by reason of any act or other occurrence causing injury to any personal property whomsoever or whatsoever due directly or indirectly to the use of the leased premises or any part thereof by the Resident. Due to legal limitations, it is not possible for Owner to insure Resident's personal property. Resident will want to consider having a "Tenant's Policy" to cover any possible loss to personal property and to provide insurance for damages and injuries to self, members of Resident's immediate family, guests or invitees.
24. **Fire and Casualty:** If the premises becomes uninhabitable by reason of fire, explosion, or by other casualty, Owner may, at its sole option, terminate this agreement or repair damages within 30 days. If Owner does not do repairs within this time of if the property is fully destroyed, this agreement is hereby terminated. If Owner elects to repair damages, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of reoccupancy, providing during repairs Resident has vacated and removed Resident's possessions as required by Owner. The date of reoccupancy shall be the date of notice that the property is ready for reoccupancy.
25. **Personal Property:** In the event Resident fails to remove all personal property from the premises upon the termination of the lease or the vacating of the premises, all such personal property shall be deemed to be abandoned and Owner shall have the right to remove such property and dispose of same. Owner and/or Agent shall not be liable for any damage or loss to Resident's property after Resident has vacated the premises.
26. **Application:** Resident understands and agrees that Owner has tendered this lease to Resident on the basis of the representations contained in the application (which is hereby considered part of the lease agreement) and if any representations shall be found by Owner to be misleading, incorrect or untrue at any time during the term of occupancy, Owner shall have the right to cancel this lease and, after serving three day notice, repossess the premises by forcible entry and detainer or other. In this instance the security deposit and any prepaid rent will be retained as liquidated damages.
27. **Vehicles:** Resident covenants and agrees that no wheeled vehicles, other than automobiles, shall be kept in, on, or about the premises without first obtaining written consent of Owner. Resident agrees not to keep or allow to be kept any vehicle in, on or about the premises that does not bear current license tags and/or inflated tires. All vehicles are to be parked on/in garage/driveway area only, and not on the lawns, walks, curbs, stoops or patios of the premises. Garage/driveway is for operational vehicles only and not for storage or repair of vehicles. Garage/driveway is for residents' use only. Visitors are permitted to use the street parking, as applicable. Any of the above violations can result in Resident's vehicle being towed away at Resident's expense and Resident agrees to release Owner and/or Agents from liability caused by Resident's violation of "Vehicles."
28. **Keys:** Resident acknowledges receipt of the following keys and covenants that these and all other keys in the Resident's possession will be surrendered at the termination of occupancy or Resident agrees to pay Owner the cost of lock replacement. There will be a \$25.00 Dollar charge for any keys replaced by Owner because of loss by Resident. Resident requesting that the locks be changed by Owner will be charged \$75.00 Dollars for each lock changed. Owner shall provide a lock for exterior doors which is considered safe by normal standards. So as not to

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restrict Owner's ability to provide maintenance and emergency service, Resident agrees that no additional locks shall be placed upon any doors of the premises nor shall locks be changed.

29. **Waiver:** Failure of Owner to insist upon strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies Owner may have, and shall not be deemed a waiver of any subsequent breach or default upon the part of the Resident.
30. **Notice:** Any and all notices required to be given Resident or Owner under this lease shall be sent to Resident at the premises and, if to the Owner: **Parkside Village – Attn:** \_\_\_\_\_.
31. **Entire Agreement:** This Lease and any applicable application materials constitute the entire agreement between Owner and Resident and no representations oral or written, not contained herein or attached hereto, shall bind either party. This agreement can be modified in writing only, and any oral agreements are not binding.
32. **Severability:** Should any provision of this Rental Agreement be declared invalid by any court of competent jurisdiction, the remaining provisions hereto shall remain in full force and effect regardless of such declaration.
33. **Gender:** The terms "Owner" and "Resident" as used herein, or any pronoun used in place thereof, shall mean and include the masculine and feminine, and the singular or the plural number according to the context thereof.
34. **Pets:** Resident may not permit animals to occupy the dwelling without the prior, written permission of the Owner and additional deposit. A two dog/cat limit will be enforced. Owner reserves the right to terminate permission for pet at any time under any circumstance at least thirty (30) days prior to requested pet removal date. Resident has received permission for \_\_\_\_\_ at a fee of \$ \_\_\_\_\_ per month with a non-refundable pet fee of **\$350.00** due prior to move-in.
35. **Repairs:** The Owner will repair and maintain such items as leaky faucets, broken switches, leaking water lines, leaking roofs, broken door locks, binding doors, heating problems, and all such items which are not caused by the fault or negligence of the Resident. The responsibility rests with the Resident for broken glass, toilet stoppage, broken screens, broken storm doors, and such similar items when caused by the Resident. Resident is not permitted to make any repairs or alterations without the consent of the Owner. Resident is to notify Owner immediately of any condition observed by the Resident which requires repair. Resident is not permitted to deduct for repairs unless permission is granted, in writing, in advance by the Owner. Any appliances in the property at time of occupancy are provided only as a courtesy; should they require repair/replacement, said repair or replacement shall be at Resident's expense. Residents will be required to pay for any damage to the property or equipment (except ordinary wear and tear) caused by themselves, their guests, or others. For example, foreign objects in dishwashers or drain lines that require the services of outside organizations to correct will be charged to the Resident.
36. **Disposable Items:** Disposable diapers and other personal items are to be wrapped and placed in trash containers – **NEVER IN TOILET**. In the event that a garbage disposer unit, toilet, tub, shower stall, or sink drain is damaged because of improper use by Resident, his children, guests, or invitees, Resident shall reimburse Owner for the cost of the required repair upon demand.
37. **Regarding Repairs:** Call \_\_\_\_\_ from 8:00am-5:00pm – \_\_\_\_\_. Call \_\_\_\_\_ after hours for emergencies only – \_\_\_\_\_.

**Rules and Regulations:** Resident covenants and agrees to conform, at all times, to the Rules and Regulations made or hereinafter made by the Owner and/or Agents for the property. These Rules and Regulations may be reasonably amended, altered, or changed by the Owner and/or his Agent from time to time, as Owner and/or his Agent deem necessary and such amended Rules and Regulations shall be deemed to be fully in effect when a copy is mailed to Resident.

Resident covenants and agrees, in addition to all other items aforementioned in the Lease:

- Resident shall not display any signs, exterior lights, or markings on the premises. No awnings or other projections shall be attached to the outside of the building.
- That no smoking will be permitted in the home.
- To use regular dime-store-variety picture hanger nails when hanging wall décor in order not to mar walls unnecessarily. No other foreign objects are to be placed on any surface without prior approval of the Owner. Resident shall not use gum-backed picture hangers. Nails are to be removed from walls prior to vacating premises. Owner will fill nail holes.

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