

# RESIDENTIAL LEASE AGREEMENT

SouthWestBuckeye L.L.C. SouthWestBuckeye.com

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

by and between Mark Haines / Southwest Buckeye L.L.C. , hereinafter referred to as "Landlord" and

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hereinafter referred to as "Tenant".

1. Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at \_\_\_\_\_

Kettering, OH 45429 for the period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

and thereafter until the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at which time this Lease Agreement may be extended each year in writing. The Tenant is required to give the Landlord in writing a notice 1 month (30 days) in advance of his/her moving. Notice must be given on the first day of a month. If notice is given after the first day of the month, the 1 month (30 day) notice will not start until the following month. Rent may be increased after lease expiration with a written extension and the security deposit can not be used for rent.

2. Tenant shall pay as rent the sum of \$ \_\_\_\_\_ per month, due and payable monthly, in advance, no later than 5 pm by the first day of every month. Tenant further agrees to pay a late charge of \$ 10.00 for each day rent is not received after the first of the month to the Landlord regardless of the cause, including dishonored checks, time being of the essence. Rent payments must be made by electronic payment means only. No cash or checks will be accepted unless agreed to in writing by Landlord/Property Owner. Electronic payments systems may include Venmo, Zelle, Paypal , direct bank transfer, or other methods approved by Landlord/Property Owner. Refusal to use electronic payments will be considered a refusal to pay rent as agreed upon in lease agreement . If checks are accepted by Landlord in writing, an additional Service Charge of \$ 35.00 will be paid to Landlord for all dishonored (bounced) checks. Partial rent payments will not be accepted by Landlord under any circumstances.

3. As an incentive to Tenant to make rent payments ***on or before the first of the month*** and for being responsible for all minor upkeep and maintenance of the premises, a pre-payment discount in the amount of **\$ 25.00** may be deducted from the above rental amount each month. **Said discount will be forfeited if Tenant fails to perform as stated above.**

4. Tenant agrees to use said dwelling as living quarters **only** for \_\_\_\_\_ adults and \_\_\_\_\_ children, namely:

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5. Tenant agrees to accept the property in its current condition and to return it in "moving-in clean" condition, or be subject to a cleaning charge of upon vacating the premises. Carpets are to be professionally cleaned.

6. PETS ARE NOT ALLOWED ON PREMISES. NO SMOKING OR DRUGS ARE PERMITTED ON PREMSISES.

7. Tenant agrees not to assign this Lease, nor to sublet any portion of the property, nor to allow any other person to live therein other than as named in paragraph 4 above without **first** obtaining written permission from Landlord.

8. Should any provision of this Lease be found to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.

9. All rights given to Landlord by this Lease shall be cumulative to any other laws which might exist or come into being. Any exercise or failure to exercise by Landlord of any right shall not act as a waiver of any other rights. No statement or promise of Landlord or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Landlord.

10. Tenant will be responsible for payment of all utilities including gas, electric, water/sewer charges, trash removal or other bills incurred during the term of this Lease. Landlord will deduct amounts of any unpaid bills from the Security deposit upon termination of this Agreement. Tenant(s) must transfer utility services into their name(s) before moving in.

11. Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, storm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, or electrical, whether caused by the negligence of Landlord, Landlord's employees, contractors, agents, or by any other cause. Tenant hereby agrees to make no claim for any such damages or loss against Landlord. Tenant shall purchase renter's insurance for Premises.

**IMPROVEMENTS TO PROPERTY** - Any improvements to the property made by tenant inside or outside **must not be made without written permission from the landlord**. This includes landscaping, shrubs, trees, walkways, outbuildings such as storage sheds, etc. Interior improvements the tenant may make to the property must also require same permissions. This includes improvements such as but not limited to the following: installation of ceiling fans, built-in shelving, light fixtures, etc.

12. Any removal of Landlord's property without express written permission from the Landlord shall constitute abandonment and surrender of the premises and termination by the resident of this Agreement.

13. Landlord has the right of emergency access to the leased premises at any time. Landlord has the right to access during reasonable hours to inspect the property or to show property to a prospective tenant or buyer after giving 24 hour notice to Tenant. In the event that the property is sold, the lease/rental agreement between Landlord and Tenant is canceled on the date the new owner takes possession of property. Tenant has thirty days to vacate the property or sign new lease with new owner at new owner's option.

14. Tenant agrees to pay a Security Deposit of \$ \_\_\_\_\_ to bind Tenant's pledge of full compliance with the terms of this agreement. NOTE: **SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT!** Any damages not previously reported as required in paragraph 18, will be repaired at Tenant's expense.

15. Release of the SECURITY DEPOSIT, at the Option of the Landlord is subject to the provisions below .

- A. The full term of the Agreement has been completed.
- B. No damage to the premises, buildings, grounds is evident.
- C. The entire dwelling, appliances, closets, and cupboards are clean and free from insects, the refrigerator is defrosted and clean, The range is to be clean including the racks and broiler pan, all windows are to be clean inside and outside, all debris and rubbish have been removed from the property, carpets have been commercially cleaned and left clean and odorless.
- D. All unpaid charges have been paid including late charges, delinquent rents, utility bills, etc. **WATER BILLS MUST BE PAID IN FULL .**
- E. All keys and garage door openers have been returned.
- F. A forwarding address for Tenant has been left with the Landlord. Within thirty (30) days after termination of the occupancy, the Landlord will mail the balance of the deposit to the address provided by Tenant in the names of all signatories hereto; or at the Option of the Landlord will impose a claim on the deposit and so notify the Tenant in a detailed itemization.
- G. It is the tenant's responsibility to call, arrange, and be at residence to let meter readers in for final reading on gas, electric, and water. If Landlord has to do this, there is a \$50 charge for each utility.

16. If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant therefrom; removing all Tenant's property contained therein and placing it into storage at Tenant's expense.

17. Tenant agrees to reimburse Landlord for all actual and reasonable expenses incurred by way of Tenant's violation of any term or provision of this lease, including, but not limited to \$10.00 for each Notice to Pay, Notice to Quit or other notice mailed or delivered by Landlord to Tenant due to Tenant's non-payment of rent, all court costs and attorney's fees and all costs of collection. Both Landlord and Tenant waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Montgomery County, State of Ohio. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action accrued.

18. Tenant agrees to accept said dwelling and all of the furnishings and appliances therein as being in good and satisfactory condition unless a written statement of any objections is delivered to Landlord within three (3) days after resident takes possession. Tenant agrees that failure to file such statement shall be conclusive proof that there were no defects in the property. Tenant agrees not to permit any damage to the premises during the period of this agreement to woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Tenant specifically agrees that he will be responsible for, and agrees to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse or neglect. Tenant agrees not to park or store a motor home, recreational vehicle, boat or trailer of any type on the premises without written permission from Landlord.

19. Tenant's obligations are as follows:

- A. Take affirmative action to insure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations. This includes but is not limited to keeping the grass reasonably cut to avoid a notice from the City.
- B. Keep the dwelling clean and sanitary, removing garbage and trash from premises as it accumulates, maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc.
- C. Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable, safe manner.
- D. Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
- E. Conduct himself, his family, friends, guests, visitors in a manner which will not disturb neighbors, and which does not constitute or result in any illegal activity.
- F. Allow the Landlord or his agent access to the premises for the purpose of inspection, repairs, or to show the property to someone else at reasonable hours, and to specifically authorize unannounced access anytime rent is late, or this Agreement is terminated or for pest control, maintenance estimates, serving legal notices, or emergencies.
- G. Comply with all provisions of this Agreement, particularly with respect to paying the rent on time and caring for the property. Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this Agreement and loss of all deposits.

20. No locks shall be changed and no additional locks will be installed on any door or window without written permission from the Landlord. Landlord is to be provided duplicate keys for all locks so installed at Tenant's expense within 24 hours of installation of said locks.

21. Tenant agrees to install and maintain a phone, and to furnish the Landlord the phone number and/or any changes thereof within 3 days of its installation or within 3 days after resident takes possession of Premises. The purpose of this requirement is to have a ready means of contact with Tenant, if needed.

22. In the event repairs are needed beyond the competence of the Tenant, Tenant shall contact the Landlord. Tenant is offered the above \$25 discount as an incentive to make his own repairs to the property. Therefore, as much as possible, Tenant should refrain from contacting the Landlord or his agent except for emergencies, or for serious or expensive repairs. Such involvement by the Landlord or his agent for routine maintenance or upkeep may result in the loss of the above \$25 discount.

23. Tenant warrants that any work or repairs performed by himself will be undertaken only if he is competent and qualified to perform it. Tenant will be totally responsible for all activities to assure that work is done in a safe manner which will meet all the applicable codes and statutes. Tenant further warrants that he will be accountable for any mishaps and/or accidents resulting from such work, and will hold the Landlord free from harm, litigation, or claims of any other person.

24. Tenant is responsible for all routine or maintenance-related plumbing repairs including faucets, leaks, frozen pipes, water damage, bathroom caulking, and clogged sinks, tubs or toilets.

25. Appliances or furnishings within the property at date of lease per the attached Exhibit 'A', are loaned, not leased to Tenant. Maintenance of appliances or furniture is the responsibility of Tenant who will keep them in good repair.

26. Tenant is responsible for all glass, screen, and storm door repairs, and for any damages caused by Tenant or visitors.

27. No money is to be deducted by Tenant from rent payment for any reason without express written permission of Landlord.

28. Regardless of assignment of responsibility, Tenant agrees to be responsible for the first \$75.00 of any repair or maintenance required on the major systems of the property for the term of the lease. This deductible applies per occurrence.

29. Tenant accepts entirely the responsibility for recharging air conditioner compressor and the cleaning of furnace or replacement of furnace filters. Furnace filters should be cleaned or replaced twice per year to keep furnace operating efficiently and minimize utility bills.

30. Smoke Detectors have been installed and are in operable condition in the following places.  
\_\_\_\_\_. Tenant is required to maintain the smoke detectors and provide new batteries when needed.

I/We, the undersigned, have personally checked the smoke alarms in the unit which is provided and find it/them to be in working order. I/We understand that the law requires me/us to maintain the alarm/s and keep fresh batteries in the unit. Tenants failure to do so absolves the Landlord, or agent from any responsibility for losses due to my/our non-compliance with the law or malfunction of the alarm.

Tenant \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

31. No Water Beds permitted without written permission. No smoking is permitted on the Premises. No illegal activity is permitted on the Premises.

32. All parties agree that termination of this Agreement prior to termination date will constitute breach of the tenancy and all Security Deposits and one full month's rent shall be forfeited in favor of Landlord as liquidated damages plus you will be charged the cost of restoring the property to rental condition plus advertising and rent loss incurred until the new resident moves in. Your liability for rent loss is limited to thirty (30) days after restoration is complete.

Properties built before and during the late sixties and early seventies may have had lead based products and asbestos products used in them. These products were considered to be safe at the time they were used, just as the building products used today are considered safe for home construction. Only the test of time will show which products are or are not safe to use. Having read the above, the tenant signs the lease below with the full understanding that these conditions may be present in this property. The tenant and all parties associated with this property relieves the owner, property manager, and any of his agents from any responsibilities for these conditions regardless of when or how these conditions were caused

\_\_\_\_\_  
Tenant Signature / Date

\_\_\_\_\_  
Tenant Signature / Date

1. In a rare circumstance, Owner may be represented by an authorized representative/agent who will carry and provide identification.
2. In this Agreement the singular number where used will also include the plural, the masculine gender will also include the feminine, the term Landlord will include, Owner or Lessor; and the term Tenant(s) will include Resident(s), Lessee or Renter.
3. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.
4. TENANT agrees to send all notices to Landlord or Property Manager in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.
5. The Tenant was asked if he/she could speak, read and understand English. He/she was told that signing below would indicate that they understood what they were signing and that he/she did speak and read English.

TENANT(S) SHOULD READ, UNDERSTAND, & KEEP THIS LEASE. IT IS A LEGAL AND BINDING CONTRACT.  
**Signing below means you have read the Lease, are in full agreement with it and will receive and keep a copy of the contract :**

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_,

Tenant 1 \_\_\_\_\_

Tenant 2 \_\_\_\_\_

Tenant 3 \_\_\_\_\_

Landlord/Owner \_\_\_\_\_

Security Deposit received by Landlord: \$ \_\_\_\_\_

First Month Rent received by Landlord \$ \_\_\_\_\_

**EXHIBIT "A"**  
**APPLIANCES/FURNISHINGS**

The following appliances and/or furnishings are on loan to Tenant for the period of Tenant's rental agreement : Tenant agrees, by the signing of this agreement, that all appliances and/or furnishings herein listed are accepted by Tenant, individually, as being in good working order or condition. Tenant agrees to maintain said appliances and/or furniture in good working order at his expense, and to return them to Landlord in good working order upon vacating the property.

If a Laundry unit ( Washer /Dryer) is provided on premises as a courtesy to tenant(s), Landlord/Property owner does not support the repair or replacement of this unit and will not be responsible for repair or replacement of it should it fail. Tenant may have it repaired professionally at his/her own cost with written permission from Landlord. But in no event, shall unit be removed from the property without Landlord's written permission.

Description	Location	Condition
Refrigerator		
Range/Oven/Stove		
Dishwasher		
Laundry/Washer/Dryer		
Other		

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

**EXHIBIT "B"**  
**PET AGREEMENT ADDENDUM**

Pets are **not permitted** on Premises.

- 1.Pets are defined as any animal given free or unrestricted roam of Premises, and/or including but not limited to dogs, cats, snakes, or larger animals.
- 2.Fish,or other small animal restricted to small container MAY be allowed on Premises ONLY with written permission from Landlord.
- 3.Tenant must properly clean up after and assure no damages from any small animal permitted within this clause.

Tenant \_\_\_\_\_ Date \_\_\_\_\_