

RENTAL AGREEMENT

This agreement is hereby made this ____ day of _____, 20 ____ between _____, hereinafter designated as "LANDLORD" and _____, hereinafter designated as "TENANT", whether one or more than one.

Landlord hereby leases to Tenant apartment Unit Number _____ located at _____ to be used and occupied solely by **Tenant and the following persons:** _____ as a **private** residence and for no other purpose, for a period of ____ months and ____ days, beginning the ____ day of _____, 20 ____ and ending the _____ day of _____, 20 ____ , unless sooner. terminated as hereinafter provided. No pro-ration of rent Rent is a total lease amount owed divided into monthly payments.

ALL RENT AND WATER PAYMENTS MUST BE PAID BY SINGLE CHECK . _____

1. **RENT.** Tenant agrees to pay Landlord as rent for said premises, the sum of _____ and Zero/100 _____ dollars (\$ _____) payable in monthly installments of _____ and Zero/100 _____ dollars (\$ _____), with the first installment payable upon execution of this Agreement and the remaining installments payable in advance on the first day of each month during said term. Any payment not received by the first day of the month shall be considered late. All payments of rent should be made payable to _____ and mailed to CRAIG KING REALTY GROUP, 1776 W. LANE AVE, SUITE C, COLUMBUS, OH 43221 or paid on line thru our website.

2. **EARLY OCCUPANCY.** In the event that Tenant shall occupy said premises prior to the beginning of the term set forth herein, a rental of _____ and Zero/100 _____ dollars (\$ _____) shall be payable in advance and shall cover the period from the ____ day of _____, 20 ____ , to the ____ day of _____, 20 ____ such occupancy shall be in accordance with the covenants and agreements set forth herein.

3. **LATE OCCUPANCY.** It is understood the Landlord shall not be liable if Tenant is unable to enter into and occupy the premises at the time provided above due to premises not being ready for occupancy, the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord. Landlord shall not be liable for damages of Tenant except that during the period Tenant shall be unable to occupy said premises, Landlord shall abate the rent due as proportionate to the time Tenant is unable to occupy the premises.

4. **ACCELERATION.** If any installment of rent is in default, or if Tenant shall at any time vacate the premises without having first paid Landlord for all rents which may become due during the entire period of the lease, or if Landlord shall be forced to evict Tenant for misconduct or non-payment of rent, then all rent for the entire term shall, at the option of the Landlord, immediately become due and payable as if in arrears and payable in advance. In such event, Landlord may lease the same to any other person or persons for any unexpired portion of the term and Tenant shall remain liable for any loss of rents during the balance of Tenant's term, which loss of rents would amount to the difference between that owed by Tenant and that received through re-letting. In addition, Tenant shall be responsible and held liable for any expenses incident to such re-letting and for any damages which Landlord may have sustained by virtue of Tenant's use and Occupancy.

5. **LATE RENTAL PAYMENTS AND REINSTATEMENT FEE.** Tenant agrees to pay the stipulated rent in advance, and agrees further that the acceptance by Landlord or Landlord's Agent of rental payments after the due date shall in no manner constitute a waiver of Landlord's rights in the event of Tenant's failure to make rental payments as herein prescribed and agreed, nor will it be considered as a change in the date upon which Tenant is required to pay said rent. RENT RECEIVED AFTER THE 1ST OF THE MONTH IS SUBJECT TO A LATE FEE OF FIFTY DOLLARS (\$ 50.00). In addition, a \$3.00 per day service charge will be assessed beyond the 5th day regardless of weekends or holidays. Tenant further agrees to pay a \$40 fee on all checks returned by the bank. Tenant agrees that Landlord shall have the right at any time to require all rental payments to be made in cash, money order or bank check. All payments received by Landlord shall be applied first to the cost of repairs for any damages which Tenant has caused to the premises, next to returned check charges, then to delinquent rental installments, and finally to current rental installments. Failure to demand rent shall not be construed as a waiver by Landlord and the necessity of a demand for overdue rent is hereby waived by Tenant. Delinquent rent is subject to legal action without notice. Tenant further agrees, if eviction proceedings are initiated, to pay a reinstatement fee of \$100 plus any amounts then due Landlord to halt the legal proceedings and cover administrative and processing costs. Initiation of eviction proceedings commences at the time the three-day (3 day) notice expires, whether or not a suit is filed. Anything to the contrary notwithstanding, Landlord shall not be required to accept said reinstatement fee and may proceed with the eviction at its discretion.

6. **SECURITY DEPOSIT.** A security deposit of _____ and Zero/100 _____ dollars (\$ _____) has been paid by the Tenant to be held by Landlord until the expiration of tenancy, at which time said deposit shall be refunded within thirty (30) days after the expiration of the tenancy and delivery of possession of apartment to Landlord if (1) the Tenant shall have furnished the Landlord with the Tenant's forwarding address; (2) the terms of the lease have been fulfilled; (3) an inspection of the vacated premises has disclosed that all conditions have been complied with; and (4) the dwelling, including kitchen appliances, has been cleaned out. All rent due, utilities, maintenance, repairs, late fees, insufficient funds charges, penalties, legal and other fees, or costs, losses or injuries resulting from a breach of the condition shall be deducted and the balance, if any, shall be remitted to the Tenant. If repairs, rents, utilities, late fees, etc. exceed the deposit amount held, Tenant is responsible for the remaining balance. **It is understood that a cleaning fee will be deducted from the deposit if the unit is not left in exactly the same condition as when moved in and a carpet cleaning fee will be deducted from the deposit if you do not have your carpet professionally cleaned with receipt provided when moving out.**

7. **KEY POLICY.** Should Tenant lose apartment keys and be locked out of unit and Landlord needs to provide entry for Tenant, there will be a \$50 service fee due immediately upon entry to the unit. A replacement will be provided by the following business day. All keys must be returned at end of lease.

Tenant Initials _____
Landlord Initials _____

8. **CONDITION AND CARE OF PREMISES.** Tenant accepts said premises in their existing condition on the date of Tenant's first occupancy and agrees to keep said premises in a good, clean, safe and sanitary condition, to remove trash, to commit no waste, to obey and perform all obligations and responsibilities imposed by the laws and ordinances affecting said premises, to replace all glass, screens, broken or cracked by Tenant, to repay Landlord the cost of repairs made necessary by negligent or careless use of said premises including clogged drains and toilets (this includes the flushing of feminine hygiene products), to pay for extermination if excessive trash build up causes insects or pests to accumulate, and to surrender the premises at the termination of lease in like condition as when first occupied, reasonable wear and damage by the elements excepted. Tenant further agrees that Landlord has made no promise to decorate, alter, repair or improve premises unless otherwise specified in writing. Tenant agrees not turn off the heat during winter months and to keep the thermostat unit no less than at 60 degrees. ____ (tenant initials)

9. **ENTRY FOR INSPECTION AND REPAIRS.** Landlord (or its agents), shall have the right in an emergency to enter forcibly, if necessary, said premises at any time to make necessary repairs and to protect the premises. Landlord (or its agents) shall have the right following reasonable notice to enter the premises. Except in case of an emergency or if it is impractical to give such notice, Landlord shall give a twenty-four (24) hour notice of the intent to enter the premises. A request for service by Tenant shall be assumed to be taken as giving the Landlord the right to enter the premises to make the requested repair.

10. **ENTRY FOR EXHIBITING FOR SALE OR RENT.** Landlord (or its agents) shall have the right following reasonable notice to enter the premises to exhibit the premises for sale or rent. Landlord shall give a twenty-four (24) hour notice of the intent to enter the premises.

11. **UTILITIES.** Tenant shall make all necessary applications to obtain service in Tenant's name prior to occupancy and no later than the first day of the rental term, unless utilities are provided by Landlord or billed directly by Landlord to Tenant. Failure to make aforementioned utility arrangements prior to occupancy shall result in a \$30 penalty to Tenant. **Tenant shall pay for all utilities used in the subject premises directly to the utility companies involved, except _____, which shall be paid by the Landlord.** All utilities must be in service at all times during lease term. Should utilities be read and billed by any third party or Landlord (or its agent), Tenant agrees to pay said third party or Landlord (or its agent) for billed charges prorated per apartment meter readings. Tenant will leave no unpaid bills at the end of tenancy. In the event Tenant leaves unpaid bills upon vacating the Premises, Landlord reserves the right to pay bills and deduct an equal amount from Tenant's security deposit plus a 10% service charge.

12. **APPLIANCES.** The following appliances shall be furnished as part of the Agreement: _____ . Tenant agrees that such appliances are in good working order, except as noted in writing to Landlord, and Tenant further agrees to keep such appliances clean and to maintain in good working order.

13. **SUBLET OR ASSIGNMENT.** Tenant agrees not to transfer nor assign this Agreement, nor let nor sublet the whole or any part of said premises, nor allow anyone to share said premises, or keep roomers or boarders, without the prior written consent of Landlord. **Tenant will forfeit their security deposit if they are approved to sublease.**

ALTERATIONS. Tenant agrees not to make alterations, additions, or improvements of any sort, except after having Landlord's prior written consent, and all alterations and improvements shall be surrendered at the termination of lease hereof, and furthermore, Tenant will in no way paint, decorate, cover, paper or in any other manner change or alter the walls, wall surfaces, and/or ceilings without the Landlord's prior written consent.

14. **PETS.** Tenant agrees that **NO PETS** shall be kept in or about the premises unless specified and approved herein. Approved pets for this apartment are: _____. A non-refundable pet fee of \$ _____ is required plus an additional pet rent of \$ _____ per month during the period of the lease. **VISITING PETS ARE NOT ALLOWED. UNAUTHORIZED PET(S) IS GROUNDS FOR FORFEIT OF ENTIRE DEPOSIT.**

15. **VEHICLES.** Tenant agrees that there shall be no vehicles other than automobiles (which includes motorcycles) kept on the premises without written consent. Vehicles include boats, trailers and trucks. Any abandoned automobile, automobiles not in running condition, automobiles improperly parked in a fire lane or prohibited area, or automobiles not having correct license plates or parking permit may be towed from the premises at vehicle owners' own risk and expense. Tenant agrees to display parking permit on rear-view mirror. Vehicle may be towed at Tenant's risk and expense if parking permit is not properly displayed. Tenant agrees to be considerate of others and move their vehicle at other Tenant's request if blocking their vehicle. Parking spaces available to Tenant are: _____.

16. **USE OF PREMISES.** Tenant agrees that said premises will be used for a dwelling and will not use nor allow said premises or any part thereof to be used for any unlawful purposes, nor in any noisy, boisterous, or other manner offensive to any other occupant of the building, and that Tenant will comply with all laws, ordinances, statutes and regulations of any duly constituted governmental authority having jurisdictions thereof.

17. **EXTENSION OF LEASE.** If Tenant shall occupy said premises with the consent of Landlord after the expiration of this lease, and rent is accepted from Tenant, such occupancy, with payment, shall be considered as an extension of this lease for (1) month only, and for successive periods of one (1) month only, unless the terms of such extension are otherwise agreed to in writing. This agreement may be terminated by either party after expiration of the original term by giving one full calendar month's notice, in writing, from the periodic rental date.

18. **MOVING OUT.** Tenant covenants and agrees that upon the expiration of the term of this Agreement, or upon the termination of this Agreement for any cause, Tenant shall yield immediate possession to Landlord and return keys and parking tag for said

premises to Landlord. Tenant agrees to notify Landlord by the ____ day of _____, 20__ of intention to renew lease. If Tenant moves out on or after the first day of the month (unless specifically provided for in this Agreement), Tenant shall be responsible for the rent payment for the entire month and for any damages for unpaid rent to the end of the term. Failure to deliver keys and parking tag to the Landlord or its agents upon expiration of this Agreement constitutes, at the option of the Landlord, a renewal of this Agreement for an additional one (1) month period. In the event this Agreement terminates on a weekend or a holiday, Tenant will be granted until 12:00 noon on next business day following said termination date to return keys and parking tag. ALL MOVE-OUTS MUST TAKE PLACE BY NOON.

19. **LANDLORD'S LIABILITY.** Landlord shall not be liable for theft, loss, damage, or destruction of personal property of Tenant or appliances furnished by the Landlord, whether in the rental apartment or in any other part of the building or elsewhere upon the premises, including motor vehicles, or damages to any person on the premises under the exclusive control of the Tenant, nor for the damage to person or property arising from acts or neglect by other tenants of said building, or of the elements, or damage to person or property arising from acts over which Landlord has no control. **TENANTS ARE REQUIRED TO CARRY RENTER'S INSURANCE.**

20. **ABANDONMENT.** If Tenant shall abandon the leased premises or quit and vacate the leased premises, voluntarily or involuntarily, the said premises may be relet by the Landlord for such rent and upon such terms as the Landlord in its sole discretion may deem reasonable. In the event of such reletting, Tenant shall be and shall remain liable for any deficiency in rent and expenses incidental to such reletting, and for any damages which Landlord may have sustained by virtue of Tenant's use and occupancy of the leased premises. If Tenant shall have abandoned personal property, voluntarily or involuntarily, Landlord, at its sole option, may remove and dispose of the same without accountability to Tenant. Tenant will not be compensated for any loss of personal property under abandonment. For purposes of this Agreement, abandonment shall mean the Tenant's apparent desertion of the premises for a continuous period of fifteen (15) days. At this time, Landlord may change the locks on the premises and may deny Tenant all further access thereto.

21. **QUIET ENJOYMENT.** Landlord covenants that Tenant, upon payment of all the aforesaid installments and performing all the covenants, shall and may peacefully and quietly have, hold, and enjoy the described premises for the term aforesaid.

22. **DEFAULT.** If the rent herein provided for shall, at any time, be in arrears or unpaid, or if the Tenant shall violate or fail to observe any of the terms and conditions set forth and referred to herein, or if the Tenant shall violate the laws and orders of the State of Ohio or any subdivision thereof, or if the premises are used in a manner objectionable to the Landlord, or if the occupant of said premises, in the opinion of the Landlord, disturbs the peaceable possession or annoys other tenants in said premises, or if representations in the rental application are false, the Landlord shall be entitled to immediate possession of the premises. After Default and with notice, the Landlord may take such measures as appropriate and allowable by virtue of Chapter 1923, Ohio Revised Code, or any other applicable provision of the Ohio Revised Code to re-enter, repossess the said premises and to put out Tenant and each and every occupant. Upon such re-entry by Landlord as herein provided, said Tenant shall be liable in damages to Landlord for all damages sustained. **In the event Landlord files any action against Tenant as to terms of this Rental Agreement, Tenant hereby expressly waives his right to trial by jury.**

23. **CONDEMNATION.** If the premises shall be condemned by any municipal, state or federal authority, or their legally authorized agents, commissions or departments for any propose, this lease shall be thereupon immediately terminated and the Landlord shall not be liable for any inconvenience or damage to the Tenant caused thereby.

24. **FIRE.** If, during the term of this lease, the building is so damaged by fire or other casualty that the leased premises, in the opinion of the Landlord, are rendered wholly unfit for occupancy and said leased premises cannot be repaired within sixty (60) days from the beginning of such damage, then this lease shall cease from the date of such damage. In such case, Tenant shall pay the rent apportioned to the time of the damage and shall immediately surrender the leased premises to Landlord, who may enter upon and repossess the same. If such damage can be repaired within sixty (60) days thereafter, Landlord may enter and repair and this lease shall not be affected except that the rent shall be apportioned and suspended while such repairs are being made. If the said leased premises shall be slightly damaged by fire or other casualty as aforesaid as not to be rendered unfit for occupancy, Landlord agrees that the same shall be repaired with reasonable promptness, in which case the rent shall not be apportioned or suspended, at the option of the Landlord.

25. **SMOKE DETECTOR POLICY.** Landlord has installed at least one smoke detector on each living floor of the rented premises. Tenant agrees to : (1) test the smoke detector monthly, (2) replace the batteries when necessary, (3) not interfere with the operation of the smoke detector (for example, tamper with or remove) and (4) immediately notify landlord in writing if the smoke detector is malfunctioning. Landlord agrees to repair or replace smoke detector within 72 hours or such notification.

26. **NON-WAIVER.** Landlord shall have the right at all times to require strict compliance with all covenants and provisions of this lease, notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time or times, and the waiver by Landlord at any time of any breach or condition of this lease by Tenant shall not create or effect any change in the terms hereof or constitute or become a waiver of subsequent breach. In addition, Landlord may discontinue any facilities furnished and services rendered by Landlord, not expressly covered by covenants herein, it being expressly understood that they constitute no part of the consideration for this lease.

27. **SEVERABILITY.** Tenant agrees that in the event any provision of this lease agreement is found to be in violation of any law or ordinance, such finding shall not invalidate the remaining portions of this lease Agreement, but the effect of such finding shall be that such provision is to be deemed stricken from this lease Agreement and all other terms and provisions of this lease Agreement shall remain in full force and effect as if such provision were not contained herein.

28. **JOINTLY AND SEVERALLY LIABLE.** Each Tenant understands that he/she is jointly and severally liable for all of the obligations of Tenant in this Agreement.

29. **REPRESENTATIONS AND APPLICATIONS.** Tenant has tendered this lease Agreement to Landlord and Landlord has accepted the same upon the basis of representations contained in an application previously submitted by Tenant to Landlord to induce Landlord to execute this lease Agreement. In the event that any of the representations contained in such application shall be found by Landlord to be misleading, incorrect or untrue, Landlord shall have the right to forthwith terminate this lease and to repossess the leased premises without prejudice to its right for rent payment incurred during the period of actual occupancy of leased premises by Tenant or for any damages to the property as herein provided.

30. **GENDER AND NUMBER.** Where the context of this lease Agreement requires, words in the singular shall be substituted for the plural, and vice versa, and words in the masculine shall be substituted by any gender. If more than one person has executed this lease as Tenant hereunder, then the term "Tenant" contained in this Agreement shall be construed to refer to all such persons who shall be considered jointly and severally liable hereunder.

31. **NOTICES.** All notices, including the return of any security deposit due to Tenant provided for hereunder, shall be deemed given and received when (a) personally delivered during business hours on a business day, (b) delivered by an overnight courier service which maintains records of delivery, or (c) three days after the same is deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party, or as to each party, at such other address as shall be designated by such party in a written notice to the other party. LANDLORD will designate only one individual and one address for notices under this lease.

32. **ENTIRE AGREEMENT.** This lease contains all agreements, promises and undertakings between Landlord and Tenant and there are no verbal or oral agreements, promises or undertakings of any kind or nature and no verbal or oral agreements, promises or undertakings hereafter made shall be binding upon either Landlord or Tenant unless reduced to writing and signed by the parties and this lease cancels and terminates any and all prior leases and agreements between the parties relating to said premises. All rights, remedies, and liabilities herein given to or imposed upon either of the parties shall extend to the heirs, executors, administrators, successors and assigns of each party. This lease shall not be binding on Landlord until executed by Landlord or duly constituted officer of Landlord.

33. **CAPTIONS.** The captions of the several items of this lease are no part of the context thereof, shall be ignored in construing it and are merely labels to assist in the reading of the lease.

34. **OWNER AND OWNER'S AGENT.** The owner and the address of the owner of the leased premises is:

Name: _____ Rental Address _____
Address: c/o Craig King Realty Group _____
1776 W. Lane Ave, Suite C _____
Columbus, OH 43221 _____
Phone: (614) 488-3230
Fax: (614) 488-3239
Email: cking@craigkingrealty.com

In testimony whereof, Landlord and Tenant have executed this Rental Agreement in duplicate on the day and year herein before written.

Owner/Owner's Agent Sign: _____ Print: _____ Date: _____

Tenant (Tenants)

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Cosigner

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

NO SMOKING PERMITTED IN UNIT AT ANY TIME!!!!!!!!!!!!!!!!!!!!!!