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## Lease

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### 1.1 LEASE ORIGINS

This Agreement, Dated <<Lease Creation Date>>, is between <<Owner Name(s)>> Managed by 1st Place Realty and <<Tenants (Financially Responsible)>>

### 1.2 LANDLORD

The Landlord(s) and/or agent(s) is/are and will be referred to in this Lease Agreement as "Landlord." 1st Place Realty, LLC.

3006 N High St.  
Suite B  
Columbus, OH 43202

### 1.3 TENANT

The Tenant(s) is/are: <<Tenants (Financially Responsible)>> and will be referred to in this Lease Agreement as "Tenant."

<<Tenant Contact Information>>

### 1.4 RENTAL PROPERTY

The Landlord agrees to rent to the Tenant, and the Tenant hereby agrees to lease from the Landlord, the property described below pursuant to the terms and conditions specified herein

<<Unit Address>>

Which will be referred to in this Lease as the "Leased Premises."

### 1.5 TERM OF LEASE AGREEMENT

The Lease Agreement will begin on <<Lease Start Date>> and will end at 12:00(NOON) on <<Lease End Date>>

### 1.6 RENT DUE

- Tenant agrees to pay Landlord as rent for said premises the sum of \$Total Rent.
- The rent is to be paid monthly in the amount of:  
<<Monthly Charges>>
- The rent is due in advance, on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.
- Rental payments are made payable to: **1st Place Realty**
- Rental payments are to be submitted to the landlord through your personal rental portal.
- There will \$2.00 per month for online portal access.

### 1.7 DUE PRIOR TO MOVE-IN

Security Deposit  
\$Security Deposit

1st Month Rent  
\$Prorated RentFirst Month Rent

### 1.8 LATE FEES

Every month thereafter, you must pay your rent on or before the 1st day of each month with <<Grace Period Days>> of grace period. The following late fees will apply for payments made after the grace period:

Late Fee: \$100.00 + \$5.00 Per Day after the 3rd.

Payments received by Landlord when there is a past due balance, shall be credited first to any outstanding balance, and then applied to the current amount due.

If payment is not received by the 4th of each month, eviction proceedings may commence.

### 1.9 RETURNED PAYMENTS

A charge of \$50.00 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you will be delinquent. All remedies under this Lease Contract will be authorized. If there are two returned checks for any apartment, all further payments must be made by certified check or money order.

### 1.10 SECURITY DEPOSIT

1. Prior to or upon Tenant's execution of this lease, tenant shall make a security deposit of \$Security Deposit to landlord in order to insure the tenant complies with all the terms and conditions of the lease.
2. Security Deposit should be paid in full with in 5 days a lease signing.
3. If the full security deposit is not received prior to tenant moving in, it will be considered criminal trespassing and grounds for immediate removal.
4. The security deposit is intended to pay the cost of damages, cleaning excessive wear and tear, and non-returned keys once the Lease Agreement has ended and/or for any unpaid charges or attorney fees suffered by the Landlord by reason of Tenant's default of the Lease Agreement.
5. Tenant may be responsible for any unpaid charges or attorney fees, suffered by the Landlord by reason of Tenant's default of this Lease in accordance to state and local laws and

regulations.

6. If the Tenant fully complies with the conditions of the lease, landlord will return the security deposit within 30 days after the date the tenant delivers the possession of the leased premises to landlord provided the tenant has given the landlord in writing a forwarding address.
7. Under no circumstances can the Security Deposit be used as payment for rent and/or other charges due during the term of this Lease Agreement
8. The Leased Premises must be left in good, clean condition with all trash, debris, and tenant's personal property removed. The leased Premises shall be left with all appliances and equipment in working order and clean.
9. Landlord's recovery of damages will not be limited to the amount of the Security Deposit.
10. **Deposit Refund**

We'll mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination and delivery of possession to us.

We will only issue one security deposit refund check to tenant listed below or to all tenants on the lease on one check. To change the name of the listed tenant all Tenants will have to sign an addendum to change the name.

Security deposit refund

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## 1.11 ADDITIONAL TERMS

Additional terms

- If nothing has been inserted there are no additional terms to this lease agreement

## 1.12 USE & OCCUPANCY OF PROPERTY

1. The only person(s) living in the Leased Premises is/are: <<Tenants (Financially Responsible)>>, <<Other Occupant(s)>>
2. Any change in occupancy will require written consent of the Landlord and may be subject to an adjustment in the amount of rent.
3. A violation of an unauthorized tenant shall entitle the landlord, at his/her option, to terminate the lease or charge a rental increase of \$300.00 per additional person per month retroactive to the first month additional personal occupied the premises. The rental increase will not be prorated from the first of the month.
4. The tenant may only use the Leased Premises only as a residence and may not utilize the premises for commercial or business purposes.

## 1.13 MOVING OUT

Tenant agrees to notify the landlord in writing by Renewal Date of his/her intention to vacate premises and return premises in clean condition. If the tenant moves out after the last date of the lease

term, and the tenant shall be guilty of criminal trespassing. The tenant shall be responsible for any damages and for unpaid rent to end of the term. Tenant further covenants and agrees that upon the expiration of said term or upon the termination of the lease for any cause, he/she shall yield immediate possession to the landlord. Any trash or debris left by the tenant will be removed by the landlord, and the cost and deducted from the security deposit.

Failure of the tenant(s) to pay rent due through the last day of the term of the lease, or any or renewal thereof, shall, at the sole option of the landlord:

1. Make tenant responsible for the cost of returning premises to good, clean condition, including, carpet shampooing, and cleaning up the premises for an upcoming tenant in the re-renting charge incidental to re-renting the premises.
2. Make tenant responsible for all damages to the unit and any rent landlord shall lose between the time that tenant vacates the premises, said a rental loss may not exceed the term of the lease, or any renewal thereof.

Landlord and tenant specifically agree to the foregoing in consideration of the landlord not requiring rental amount for the term of the lease in advance, but rather allowing the tenant to pay said rental term in monthly installments.

You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to <<Company Name>> when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

## Cleaning

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

## Charges

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

## 1.14 DEFAULT/ABANDONMENT

If tenant defaults in payment of rent, rules and regulations, or any other term or condition of this lease, or representations in a rental application be false, or if said premises shall be abandoned, deserted or vacated, or if in the sole option of the landlord, tenant disturbs the peaceful possession of another building or building's occupants, or uses the premises in any objectionable manor, then the landlord, his agent, employees, attorneys, successors, or assigns may elect to terminate the lease, re-enter the leased premises and remove tenant, all other occupants and their possessions, and any

cost incurred by landlord in enforcing of these rights shall be deemed additional rent.

If tenant abandons or vacates the leased premises during the term of this lease, landlord may elect to re-enter the premises, without liability for prosecution or owing damages to tenant, and at landlord's option, re-enter the leased premises. In addition to other remedies due landlord, the security deposit shall be used by the landlord to cover replacement of keys, damage to premises, including cleaning and restoration of the premises for another resident, and any cost necessary or incidental to secure or a new occupant for the premises.

If damages, charges, unpaid rent, and any other cost associated with the said premises exceed the security deposit, tenant agrees to pay a set amount.

If landlord elects not to re-rent the leased premises, tenant shall be liable for the remainder of the rent due under the lease until its expiration. If the landlord re-rents the leased premises but is unable to re-rent the leased premises for as much of rent as would have been paid by tenant during the period between the tenant's abandonment and the end of the term, tenants shall be liable to the landlord for the difference. If landlord re-rents the leased premises, Landlord must use its best efforts to re-rent the premises for as much rent as would have been paid by the tenant.

Landlord may also dispose of any property left by tenant after abandonment without liability and apply the proceeds to reduce such difference.

#### 1.15 EXTENSION OF LEASE

If the tenant shall occupy said premises with the consent of the landlord after the expiration date of this lease, and rent is accepted from tenant, such occupancy, with payment, shall be considered as an automatic extension of this lease for 12 months as the original term unless the terms of such extensions are otherwise agreed to in writing.

#### 1.16 RE-RENTING

Tenant can always ask Landlord to re-rent the property. However, tenant is responsible for any fees incurred. Fees would include a leasing fee. Tenant(s) are responsible to pay rent until a new tenant is found. If tenant(s) wants to break the lease, tenant(s) can negotiate with landlord on a fixed fee.

#### 1.17 UTILITIES AND SERVICES

Tenant is responsible for all utilities and services including but not limited to electric, gas, water, sewer, trash, telephone and cable.

Tenant understands and agrees that essential services are to be maintained and operational at all times.

1. Tenant agrees that Landlord will not be held responsible for the loss of use, or discontinuation, or interruption of any utility or extra services beyond the Landlord's control.
2. Tenant shall notify the Landlord of any malfunction of a utility.
3. Tenant may not be negligent in his/her use of any included utility or service. If by tenant's negligence, the utility bill or service fee dramatically increases, tenant will be billed for any overages which will then be due and payable by tenant as additional rent.

Disconnection of the electric, gas, or water service by any means

(including Non-payment) by the Tenant until the end of the lease term or renewal period shall be considered material noncompliance under the lease compliance paragraph. If the sub-metering or bill-back percentages are necessary for a utility, the tenant will be responsible for said utility as if it was a direct billing and a late fees will be assessed if not paid and could result in termination of said utilities. Any premises that has utilities included is only for reasonable use and any utility usage that is excessive or misused will be the responsibility of the tenant. Tenant must put all utilities that are paid by the tenant in the tenant's name before tenant will be given the keys or that landlord's option of the landlord may charge a \$50.00 administrative fee per bill as additional rent.

#### 1.18 APPLIANCES

1. Tenant will keep appliances provided by Landlord in good working order and shall report any malfunction to the Landlord. Any damages sustained due to the neglect or misuse by Tenant will become the full responsibility of the Tenant, either in the appliance repair or replacement.
2. Tenant agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of this lease term.
3. Landlord accepts no responsibility for maintenance, repair or upkeep of any appliance supplied by the Tenant. Tenant agrees he/she is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

#### 1.19 MAINTENANCE

Landlord shall be responsible for repairs in or about the Leased Premises unless caused by the negligence of the Tenant. Tenant will be responsible for any repairs caused by his/her negligence.

1. Is the responsibility of the Tenant to promptly notify the Landlord of the need for any such repair of which the Tenant becomes aware.
2. If any repair is caused by the negligence of the Tenant and/or Tenant's guest, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
3. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean and tidy manner.
4. Tenant must abide by all local recycling regulations.
5. The Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.
6. The Tenant is not permitted to paint, make any alterations, improvements or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to any particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements or additions.
7. The Tenant shall contact the Rental Office in the event of any repair or emergency.
8. Tenant must replace and/or clean the filters for the heater and/or air conditioner once every sixty (60) days.
9. **Upon submission of maintenance request you grant access to landlord and his agents, contractors, to enter premises for 72 hours after request received without a 24 hour notice.**

#### 1.20 CONDITION OF PROPERTY

1. The Tenant agrees that neither the Landlord nor his agent

have made promises regarding the condition of the Leased Premises.

2. The Tenant agrees to return the Leased Premises to the Landlord at the end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

## 1.21 PETS

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, and shampooing.

- **Tenant may not bring or keep pets in the leased premises of the landlord. Any permission so granted may be revoked at any time by the owner or agent.**
- There is a \$200.00 charge plus \$10.00 per day per pet for unauthorized pets.
- Visiting pets are prohibited.
- If pets are permitted, a Pet Addendum must be included in this lease.

## 1.22 PARKING

You will park on the property at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes.

When parking is provided.

Parking spaces

1. Any provided parking spaces shall remain unassigned with the exception of ADA accessible spaces (Local laws apply) and/or numbered spaces.
2. No vehicle repairs shall be conducted on the premises.
3. Abandoned autos, and operable vehicles, those without correct license plate, or those in properly parked, will be towed from the premises at the tenant's risk and expense.
4. No parking of RV's, boats or other recreational vehicles allowed on property at any time.

## 1.23 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contract.

### Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

### Smoke Detectors

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

### Safety and Crime Free

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

## 1.24 RULES AND REGULATIONS

1. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
2. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
3. The Tenant shall abide by all Federal, State, and local laws.
4. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
5. The Tenant agrees not to use the Leased Premises for any unlawful purpose.
6. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
7. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
8. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
9. The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
10. Under no circumstance may a stove, oven or range be used as a source for heat.
11. Charcoal and Gas Barbecue grills may not be used inside the Leased Structures or on balconies or porches.
12. The Tenant shall use ventilating fans at all times when bathing and cooking.
13. The Tenant shall not install or contract to have installed any exterior television antenna including satellite dish or install TV mounts on the walls or ceilings.
14. The Tenant shall notify the Landlord of any pest control problems.
15. The basement and/or attic may not be modified for use as living quarters without written permission of the Landlord.
16. The Tenant may not store or park a recreational vehicle,



commercial vehicle, or watercraft on the Leased Premises without Landlord's written permission.

17. The Tenant may not use windows, decks, or balconies for the purpose of drying laundry.
18. No waterbeds or water furniture will be allowed on premises unless insured and with express written consent of the landlord.
19. The tenant is not allowed to have any furniture with cloth materials on balconies or porches.
20. Any lawn furniture, toys and decorations must be organized and place off the lawn when not in use.

### 1.25 JOINT AND SEVERAL LIABILITY

The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement; each Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

### 1.26 RIGHT OF ENTRY AND INSPECTIONS

We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise.

### 1.27 LAWN CARE & SNOW REMOVAL

- Lawn care is maintained by landlord.
- Snow removal is maintained by tenant

Tenant agree to help landlord keep exterior free of debris and the flower beds weeded.

### 1.28 INSURANCE

Tenant agrees to be solely responsible for any damage to or loss of the Tenant's personal property. Accordingly, the Tenant is strongly encouraged to obtain personal property / renter's insurance with an insurance company properly licensed to do business in this State. This policy should become effective on or before the beginning date of this Lease Agreement.

### 1.29 NO SMOKING

There is to be no smoking inside or within 50 feet of doors or windows of the building.

1st Offense: will be an written warning

2nd Offense: will be a \$100.00 fine

3rd Offense: we will begin eviction preceding

### 1.30 RIGHT OF ENTRY

1. Landlord and/or his agents, within 24 hours written notice have the right during the term of this Lease Agreement to enter during reasonable hours to inspect the premises, make repairs or improvements or show perspective buyers and/or Tenant(s) the property.
2. In the event of an emergency, Landlord reserves the right to enter Leased Premises without notice. It is required that the

Landlord have a working set of keys and/or security codes to gain access to Leased Premises.

### 1.31 LOCKS AND KEYS

1. Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Landlord.
2. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.
3. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.
4. Lost keys will be replaced at a cost of \$10.00 per key during regular business hours 10:00 - 16:00. Lockouts during non-office hours will be at the rate of \$75.00 payable in cash at time of entry.

### 1.32 NOTICES

1. Notices sent to the Landlord may be sent to the following:
  1. 3006 N. High St.  
Suite B  
Columbus, OH 43202
  2. Email: jryon.1stplace@gmail.com
2. Notices may be given by either party to the other in any of the following ways, or any other manner provided for by law:
  1. Email (preferred)
  2. Text Message
  3. Regular mail
  4. Personal delivery
  5. Certified or registered mail, return receipt requested

### 1.33 LANDLORD'S REMEDIES

If Tenant violates any part of this Lease Agreement including nonpayment of rent, the Tenant is in default of this Lease Agreement. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Premises as well as seek judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.

All rent for the balance of the term of this Lease Agreement is immediately due to the Landlord and the Landlord may sue for the entire balance as well as any damages, expenses, legal fees and costs

### 1.34 SUBORDINATION

This Lease Agreement is subject to and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the billing or land that the Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

### 1.35 CONDEMNATION

If the whole or any part of the Lease Premises is taken by any authority having power of condemnation, this Lease Agreement will end. Tenant shall peaceably vacate the Leased Premises and remove all personal property and the lease terms will no longer apply. The Tenant however is responsible for all rent and charges until such time that Tenant vacates the Leased Premises.

### 1.36 ASSIGNMENT OR SUBLEASE

NO sublease or assignment is permitted without prior written consent of landlord.

### 1.37 MISREPRESENTATION

If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease.

### 1.38 BINDING OF HEIRS AND ASSIGNS

All provisions, terms and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

### 1.39 LEASE COMPLIANCE

If any part of this Lease Agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by the local, state, and federal governments.

### 1.40 GOVERNING LAW

This Agreement shall be governed, construed and interrupted by, through and under the Laws of the State of Ohio.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

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Sign and Accept

### 2.1 ENTIRE AGREEMENT

1. Landlord and Tenant agree that this Lease Agreement and any attached Addendums, Rules and Regulations and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.

2. Tenant acknowledges the receipt of any disclosures required by the State of Ohio as well as any disclosures required by federal, state, and local jurisdictions.

### 2.2 NOTICE

- You are giving up certain important rights.
- If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default for default of the remaining provisions. Time is of the essence in this Lease Agreement.

By signing this lease agreement the tenant certifies that he/she has read understood and agrees to comply with all of the terms conditions rules and regulations of this lease agreement including any addenda and that he/she has received the following:

1. Copies of all Addenda, Rules and Regulations, Special Terms and Conditions, and Applications.

### 2.3 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed