

RESIDENTIAL LEASE AGREEMENT

This lease is between City of Celina, Ohio, an Ohio Municipal Corporation, hereinafter referred to as "Lessor," and _____ hereinafter (collectively, if applicable) referred to as "Lessee."

(A) Premises; term.

Lessor leases to Lessee, for a term of twenty-four (24) months, beginning _____, 20____ and ending _____, the single-family residence known as 1201 N. Main Street, Celina, Ohio 45822, excluding the garage and dumpster upon the premises.

(B) Rent.

The rent for the term shall be _____ Dollars (\$_____), payable in monthly installments of _____ Dollars (_____), beginning _____, 20____, and continuing on the first day of each month thereafter. Any installment of rent not paid within three (3) days after the due date shall carry a late payment fee of Twenty-five Dollars (\$25.00) for each day any such payment(s) is/are in arrears, to be added to and paid the same as rent. Payments shall be made directly to Lessor during a monthly walk-through inspection of the premises, or, in the alternative and at Lessor's sole discretion, paid directly to Lessor.

Each year, commencing on the 1st day of _____, the terms and provisions of this Lease shall automatically extend for an additional one (1) year period for up to three (3) additional one (1) year periods upon the same terms and conditions set forth herein, unless either party notifies the other in writing to the contrary by no later than the 1st day of _____ prior to the applicable _____ 1st date that it does not desire to have the term so extended.

(C) Utilities and services.

Lessee will promptly place in Lessee's name all water, sewer, gas (propane tank), electric, telephone, cable television, trash collection, and other utilities and services for the premises, and will pay the charges for such utilities and services when due. Lessee acknowledges that all of the aforementioned utilities and services are required to be continually maintained without disruption in service through the fault of Lessee. In addition to seeking direct repayment, the Lessor may charge against any security deposit any unpaid utilities and/or services.

Initial:

CITY OF CELINA, OH
By: _____
LESSOR

LESSEE

LESSEE

(D) Lease terms.

- 1) Lessor shall keep a passkey to all entrances at the premises, and have the right to periodic inspection or repairs, as Lessor may deem necessary, and at all reasonable times to examine the condition of the premises and make repairs.
- 2) Lessor shall conduct monthly walk-through inspections of the premises to ensure that the condition of the premises remains in the condition at the time of the execution of this Lease, reasonable wear and tear excepted. Lessee acknowledges that in the event Lessee fails to abide by the terms and conditions contained within this Lease, the same may be grounds for immediate termination of this Lease.

Lessee(s)' initials: _____

- 3) Lessee shall supervise Lessee's guests, including but not limited to children, at all times and notify such persons that they play and/or are on the premises at their own risk.
- 4) Lessee's absence from the premises for three (3) consecutive days while rent remains unpaid shall constitute abandonment upon vacation or abandonment. Lessor may store lessee's property and re-rent premises without liability to lessee whatsoever. Lessee agrees to pay a reasonable storage fee to Lessor. After ninety (90) days, such property shall be considered legally abandoned and Lessor may sell such belongings at auction.
- 5) Lessee shall use no scotch tape or fixtures with a stick-on feature on walls or woodwork.
- 6) Lessee shall be permitted to put a reasonable number of small holes in the walls for the purpose of hanging small pictures, light decorations, and the like. In the event that any hole in any wall (and/or ceiling or floor) is not adequately repaired by Lessee prior to the expiration or termination of this Lease, Lessee acknowledges that Lessee shall be charged One Dollar (\$1.00) to repair each such small hole, Two Dollars (\$2.00) to repair any medium hole, and Ten Dollars (\$10.00) to repair any large hole, with said hole size to be determined solely by Lessor.
- 7) Lessee shall comply with all laws and ordinances and shall use the premises solely for residential purposes, and no trade, business or occupation shall be carried on therein.

Initial:

CITY OF CELINA, OH

LESSEE

LESSEE

By: _____

LESSOR

- 8) The Lessee shall not permit the use or possession of any illegal substances, drugs or items in or about the premises.
- 9) Redecorating any/or any other modification(s) of the interior shall be done only after written agreement between Lessee and Lessor. Condition of living area shall be considered good at the time of signing of the Lease.
- 10) Said premises shall not be sublet or assigned, nor shall the number of occupants be increased without the written consent of the Lessor in each and every case first being obtained, nor shall said premises be used for any unlawful purpose or for any purpose that in the sole opinion of the Lessor will injure the reputation of the within premises. Lessee further agrees that only those persons listed below above the signature lines on this document shall occupy the premises.
- 11) Lessee shall indemnify and waive all damages and save Lessor harmless for any damages or injury to Lessee and Lessee's guest arising from the use or occupancy of the premises, regardless of negligence of Lessor, including but not limited to damages or injury involving an animal upon the premises.
- 12) Lessor (including its employees and agents) shall not be liable for theft, loss, damages or destruction of personal property and/or for any damage arising from the acts or neglect of Lessee, of said building or the elements, or damage arising from acts over which Lessor has no control.
- 13) Lessee shall be responsible for carrying Lessee's own insurance on contents and liability and shall provide the Lessor a copy of a renter's insurance policy which is acceptable to Lessor's insurer.
- 14) Lessee agrees to waive and to save Lessor (including Lessor's employees and agents) harmless from any liability by reason of personal injury to any person or persons, and for property damage for accidents occurring on, or about, or connected with the premises. Lessee will obtain and maintain in force one or more liability insurance policies satisfactory to Lessor, covering risks subject to indemnity under this section, naming the Lessor as an additional insured. The minimum policy limits shall be One Million Dollars and Zero Cents (\$1,000,000.00) per person for personal injury and One Million Dollars and Zero Cents (\$1,000,000.00) per person for property damage. Lessee shall furnish satisfactory proof of insurance to lessor upon request.
- 15) Lessee agrees to keep the premises that Lessee occupies and uses safe and sanitary, to dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner, in receptacles. Lessee shall keep all plumbing fixtures as clean as their condition permits; to use and operate all electrical and plumbing fixtures properly

Initial:

CITY OF CELINA, OH

LESSEE

LESSEE

By: _____

LESSOR

and to comply with all requirements imposed on lessee by all applicable state and local Housing, Health and Safety Codes. Lessee agrees to maintain the safety devices, including but not limited to, smoke detectors and fire extinguishers in good working order and repair. Lessee is responsible to maintain and replace smoke detector batteries.

- a) Lessee acknowledges that upon the signing of this Lease, the premises has _____ smoke detectors installed, and that Lessee has personally tested each such smoke detector, and that each was found to be in proper working order.

Initials:

LESSEE

LESSEE

- 16) Except in case of emergency, or if it is impractical to do so, Lessor shall give the Lessee twenty-four (24) hour notice of the intent to enter premises and Lessor shall enter only at reasonable times for the purpose of inspection and for making necessary or agreed repairs, decorations, alterations, or improvement, supply necessary agreed services, or exhibit the unit to prospective or actual purchasers, mortgagees, lessees, workman or contractors. A Lessee's request for repair or service shall be considered as permission to enter the premises for that purpose. Lessee shall immediately notify Lessor of any needed repairs to premises. Interruption or curtailment of any services or utilities shall not constitute a partial or constructive eviction.

- 17) Lessee at Lessee's own expense shall provide the following utilities or services:

- i. All utilities, telephone, cable TV, and other charges, as calculated by the applicable service provider.
- ii. All snow and ice removal services for walkways and other areas servicing or used by Lessee.
- iii. All maintenance costs and the replacement of all non-permanent fixtures (i.e., light bulbs, etc.)

- 18) Lessor at Lessor's own expense shall provide the following utilities or services:

- i. None.

- 19) Lessee further agrees that:

- i. Upon the expiration of the Lease, Lessee shall return possession of the leased premises in its present condition, reasonable wear and tear, fire casualty excepted.
- ii. Lessee shall commit no waste to the leased premises.

Initial:

CITY OF CELINA, OH

LESSEE

LESSEE

By: _____
LESSOR

- iii. Lessee shall not conduct on premises any activity deemed extra hazardous, or nuisance, or requiring an increase in fire insurance premiums.
In the event of any breach of the payment of rent or any other allowed charge, or other breach of this Lease, Lessor shall have full rights to terminate this Lease in accordance with state law and re-enter and re-claim possession of the leased premises, in addition to such other remedies available to lessor arising from said breach.
- iv. Guests staying longer than three (3) days and registered in advance with lessor may remain six (6) days.

(E) Assignment.

This Lease is not assignable by Lessee without Lessor's express written consent.

(F) Subordination.

This Lease shall be subordinate to all present and future mortgages and/or other liens against the property.

(G) Non-Enforcement.

The non-enforcement of any of the terms of this agreement, including but not limited to the Lessor's acceptance of late payments, does not constitute the waiver of any of the provisions of this agreement. At the Lessor's sole discretion, the breach or violations of any of the terms of this agreement are grounds for termination of this Lease and will, at the Lessor's sole discretion, permit the Lessor to retake possession of the premises using all lawful means.

(H) Lead Paint Disclosure

The Lessor is unaware of any lead paint on the premises, but the premises is of an age that is likely to have lead paint. The Lessee knows and is aware of the risk of lead paint and will take all available steps to guard against such exposure and/or will promptly notify the Lessor of any cracked or peeling paint.

Initials: _____
LESSEE LESSEE

Initial: _____
CITY OF CELINA, OH LESSEE LESSEE
By: _____
LESSOR

(I) Occupiers of Premises

_____, _____, _____,
_____, _____, _____.

THIS IS A LEGALLY BINDING CONTRACT

**IF THE PROVISIONS ARE NOT UNDERSTOOD, LEGAL ADVICE SHOULD BE
OBTAINED.**

Lessor hereby acknowledges receipt of a deposit from _____ in the
amount of _____ (\$_____).

Initials: _____
LESSOR

Executed this _____ day of _____, 20_____.

City of Celina, Ohio, an Ohio Municipal Corporation
By: _____
Its: _____

LESSEE,

Print name

LESSEE

Print name

Initial: _____
CITY OF CELINA, OH LESSEE LESSEE
By: _____
LESSOR