

OSUPremiere Properties

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RENTAL AGREEMENT

READ CAREFULLY, THIS IS A LEGAL AND BINDING CONTRACT

This Rental Agreement, made this _____ day of _____, 20____, by and between the owners described on the reverse side, said owner being hereinafter referred to as “Owner”, or through its agent **OSU Premiere Properties** hereinafter referred to as “Agent” and _____ hereinafter referred to as “Resident”.

WITNESSETH, that Owner, in consideration of the rent to be paid and the covenants and agreements to be performed by Resident, does hereby rent the following described premises, to wit: Situated in the City of Columbus County of Franklin and state of Ohio known as _____.

TERMS AND PAYMENTS

Resident agrees to occupy said premises for an original term of _____, said term to commence on _____, 20____ through _____ 20____, and agrees to pay without demand the rental of \$ _____ payable in equal monthly installments of \$ _____ on or before the 3rd of each and every month beginning on _____, 20____. Any and all payments to be made by the Resident under this agreement are to be paid to **OSU Premiere Properties** at _____ or _____ or such other place as shall be designated by Owner.

All payments are to be made by personal check, certified check, cash or money orders or other method approved by the Owner or Agent. Rent for any partial first and/or last month shall be prorated and paid with the security deposit or as the first months rent as the case may be.

LATE PAYMENT PENALTY

In the event Resident does not pay any monthly installment on or before the 3rd of the month, there will be a charge of 10% of the monthly rent added to the current month's rent. Also in the event Resident fails to pay the current monthly rental installment on or before the 10th of the month eviction procedures will commence. Any tenant who does not pay total monthly rental by 6 p.m. on the 15th must vacate premises immediately and the entire rent due under this agreement shall at once become due and payable together with any cost and expense incurred including such amounts. On this day forward there will be no rental monies accepted.

- SECURITY DEPOSIT:** Resident has deposited with the Owner or Agent a Security Deposit in the amount of \$ _____. Said Security Deposit is to guarantee the return of the premises to the Owner in the same or better condition as when accepted by the Resident, reasonable wear excepted. The Security Deposit is to indemnify Owner against damage and/or loss as a result Resident's action, mistake, or inaction during the term of occupancy. The Security Deposit may not be applied by the Resident as and for payment of any rent due the Owner prior to the vacation of the premises by the Resident. Should the Resident be responsible for damage and/or loss of value to the premises greater than the value of the Security Deposit, Resident agrees to reimburse the Owner for such loss immediately upon presentation of a bill for said damage and /or loss.
- NOTICE TO TERMINATE AND RENEWAL:** Unless another rental agreement is signed by the parties hereto or unless written notice of termination is given by one party to the other thirty (30) days before expiration of this agreement, this contract shall be automatically renewed on a month-to-month basis and may be terminated thereafter by either party upon the giving of written notice to the other party thirty (30) days prior to the next periodic rental due date. Resident shall include with said notice a forwarding address if one is available. Termination shall take place only on the last day of any given month unless otherwise agreed to in writing and any occupancy of the premises on the first of the month shall constitute the obligation to pay rent for the entire month.

Upon vacation of the premises Resident agrees to return the premises to Owner in the same or better condition as when received, reasonable wear excepted. Under no circumstances shall a dirty or broken condition of the premises, appliances or fixtures be considered to have resulted from reasonable wear.

- EXAMINATION OF PREMISES:** Resident has examined the premises and has accepted same as habitable and satisfactory. Resident shall have 72 hours after entering the premises in which to examine same for defects or damages and report said findings to the Owner or Owner's Agent. Resident while residing in said premises shall observe and act in accordance with Rules and Regulations attached hereto and made a part hereof as if fully rewritten herein

4. RESIDENT'S RESPONSIBILITY, The Resident Shall:

- DISPOSE OF ALL RUBBISH, GARBAGE AND OTHER WASTE IN A CLEAN, SAFE AND SANITARY MANNER.
- USE AND OPERATE ALL ELECTRICAL AND PLUMBING FIXTURES PROPERLY.
- COMPLY WITH THE REQUIREMENTS IMPOSED ON RESIDENTS BY ALL APPLICABLE STATE AND LOCAL HOUSING, HEALTH AND SAFETY CODES.
- PERSONALLY REFRAIN AND FORBID ANY OTHER PERSON WHO IS ON THE PREMISES WITH HIS PERMISSION, FROM INTENTIONALLY OR NEGLIGENTLY DESTROYING, DEFACING, DAMAGING ANY FIXTURE, APPLIANCE OR OTHER PART OF THE PREMISES.
- MAINTAIN IN GOOD WORKING ORDER AND CONDITION ANY RANGE, REFRIGERATOR, WASHER, DRYER, DISHWASHER, OR OTHER APPLIANCES SUPPLIED BY THE OWNER AND REQUIRED TO BE MAINTAINED BY THE RESIDENT UNDER THE TERMS AND CONDITIONS OF THE RENTAL LEASE AGREEMENT. THE OWNER IS RESPONSIBLE FOR SERVICE WORK NOT CAUSED BY THE RESIDENT.
- CONDUCT HIMSELF AND REQUIRE OTHER PERSONS ON THE PREMISES WITH HIS CONSENT TO CONDUCT THEMSELVES IN A MANNER THAT WILL NOT DISTURB HIS NEIGHBORS' PEACEFUL ENJOYMENT OF THE PREMISES.
- THE RESIDENT SHALL NOT UNREASONABLY WITHHOLD CONSENT FOR THE OWNER TO ENTER ON THE PREMISES IN ORDER TO INSPECT SAID PREMISES, MAKE ORDINARY, NECESSARY, OR AGREED REPAIRS, DECORATIONS, ALTERATIONS, OR IMPROVEMENTS, DELIVER PARCELS WHICH ARE TOO LARGE FOR THE RESIDENT'S MAIL FACILITIES, SUPPLY NECESSARY AR AGREED SERVICES, OR EXHIBIT THE PREMISES TO PROSPECTIVE OR ACTUAL PURCHASERS, MORTGAGEES, OTHER RESIDENTS, WORKMAN OR CONTRACTORS.
- ALL VEHICLES PARKED ON THE PREMISES MUST BE CURRENTLY LICENSED AND IN OPERABLE CONDITION AND MAY NOT BE PARKED IN ONE SPOT CONTINUOUSLY FOR 72 HOURS; OTHERWISE OWNER OR AGENT MAY HAVE SUCH VEHICLES TOWED FROM THE PREMISES AT THE RESIDENTS SOLE EXPENSE AND LIABILITY, AND MAY, IN ADDITION INVOKE ANY APPLICABLE STATE OR CITY LAW TO EFFECT THE TOWING OF SUCH VEHICLE. A TWENTY-FOUR HOUR NOTICE OF TOWING SHALL BE POSTED ON ANY SUCH VEHICLE TO BE TOWED
- THE PREMISES WILL NOT BE USED OR ALLOWED TO BE USED FOR UNLAWFUL OR IMMORAL PURPOSES, NOR FOR ANY PURPOSES DEEMED HAZARDOUS BY OWNER OR AGENT OR OWNER'S INSURANCE COMPANY BECAUSE OF FIRE OR OTHER RISK.
- THE RESIDENT SHALL NOT REPAINT, PUT UP WALL PAPER OR WALLPAPER BORDERS ON, APPLY ANY ADDITON TO WALLS, CEILINGS OR WOODWORK. NORMAL PICTURE HANGING AND BLIND AND CURTAIN IS ACCEPTABLE.

5. **OWNER'S RESPONSIBILITY, The Owner Shall:**
 1. COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE BUILDING, HOUSING, HEALTH AND SAFETY CODES WHICH MATERIALLY AFFECT HEALTH AND SAFETY.
 2. MAKE ALL REPAIRS AND DO WHATEVER IS REASONABLY NECESSARY TO PUT AND KEEP THE PREMISES IN A FIT AND HABITABLE CONDITION
 3. KEEP ALL COMMON AREAS OF THE PREMISES IN A SAFE AND SANITARY CONDITION.
 4. MAINTAIN IN GOOD AND SAFE WORKING ORDER AN CONDITION ALL ELECTRICAL, PLUMBING, SANITARY, HEATING, VENTILATING AND AIR CONDITIONING FIXTURES AND APPLIANCES.
 5. WHEN HE IS PARTY TO ANY RENTAL AGREEMENTS THAT COVER FOUR OR MORE DWELLING UNITS IN THE SAME STRUCTURE, PROVIDE AND MAINTAIN APPROPRIATE RECEPTACLES FOR THE REMOVAL ASHES, GARBAGE, RUBBISH, AND OTHER WASTE INCIDENTAL TO THE OCCUPANCY OF THE DWELLING UNIT, AND ARRANGE FOR THEIR REMOVAL.
 6. NO SNOW WILL BE REMOVED BY OWNERS, EXCEPT ON PARKING LOT SURFACES AND SIDEWALKS ON BUILDINGS WITH MORE THAN 4 APARTMENTS.
 7. NOT ABUSE THE RIGHT OF ACCESS CONFERRED BY DIVISION (B) OF SECTION 5321.05 OF THE REVISED CODE.
 8. EXCEPT IN THE CASE OF EMERGENCY OR IF IT IS IMPRACTICABLE TO DO SO, GIVE THE RESIDENT REASONABLE NOTICE OF HIS INTENT TO ENTER AND ENTER ONLY AT REASONABLE TIMES. TWENTY-FOUR HOURS TO BE A REASONABLE NOTICE IN THE ABSENCE OF THE EVIDENCE TO THE CONTRARY.

6. **OWNER'S LIABILITY:** Owner shall not be liable for any damages or losses to person or property caused by anyone not under the direct control and specific order of the Owner. Owner shall not be liable for personal injury or damage or loss of resident's property from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, or other causes not within the direct control of the Owner and Resident hereby releases Owner from all liability to such damage. (If protection against loss is desired it is suggested that Resident secure insurance coverage from a reliable company.) Owner shall not be responsible for any damage or injury caused by the failure to keep the premises repaired if the need for said repair was not communicated to the Owner or Owner's Agent by the Resident and was not reasonably within the knowledge of either the Owner or agent. Owner shall not be liable for damages if Resident is unable to occupy the above premises.

7. **UTILITY CHARGES:** Resident agrees to pay all charges and bills incurred for 1) gas _____, 2) electric _____, 3) water/sewer _____, which maybe assessed or charged against the Resident or Owner for the premises during the term of this rental lease agreement or any continuation thereof except those charges and bills which Owner has agreed to pay. Visit OSUPrmeiereProperties.com for more details.

8. **GARBAGE:** The city generally supplies large alley trashcans for residents to use. In the case there is no alley running behind your property, smaller personal trashcans are supplied, it is the residents responsibility to secure such trashcans. If the trashcan is stolen the resident will be liable for the trash cans replacement.

8. **ALTERATIONS:** Resident agrees to not make any alterations or paint or cover walls or surfaces of the rental premises with any material whatsoever.

9. **EMINENT DOMAIN:** If all or any part of the premises is taken by, or sold under threat of, appropriation, this agreement will terminate as of the date of such taking or sale. The entire award or compensation paid to the property taken or acquired, and for damages to residue, if any, will belong to the Owner and no amount will be payable to the Resident.

10. **PETS:** NO pets are permitted including visiting pets or "pet sitting".

11. **ASSIGNMENT:** Resident may not assign this Rental Lease Agreement or sublet the premises or any part thereof without the prior written consent of the Owner or Agent.

12. **BAD CHECKS:** If a check is returned it must be covered by a money order or cashiers check including late rent. After 1 NSF check we will no longer accept a personal check for rental payments. All future payments must be presented in the form of a cashiers check, money order or cash.

13. **PROPERTY DAMAGE:** In case of partial destruction or injury to the premises by fire, the elements or other casualty not the fault of Owner or Resident, the Owner shall repair the same with reasonable dispatch after notice of such destruction or injury. In the event said premises are rendered totally uninhabitable by fire, the elements or casualty not the fault of the Owner or Resident, or in the event the building of which the above premises are a part (though covered hereunder may not be affected) be so injured or destroyed that the Owner shall decide within a reasonable time not to rebuild, the term of this agreement and rent shall be due only though the date of such injury or damage. It is strongly recommended that residents secure renters insurance.

14. **SMOKING:** All smoking is prohibited inside the premises. Any smoking must be done outside premises and all cigarettes must be discarded properly.

15. **MAINTENANCE CHARGES:** The owner is required to perform typical repairs and service calls. The following repairs and service calls will be assessed to residents: Drain stoppage, which is caused by anything besides toilet paper and human waste, garbage disposal clogs, which is caused by residents' negligence, resident lock outs, and other purposeful destruction of property.

16. **ADDITIONAL PROVISIONS:** _____

17. **ADDITIONAL TENANTS:** The occupants under this lease shall be no other than the parties signed hereon. Any additional tenants living in such property shall be charged \$ _____ per month payable as part of the monthly rent.

BREACH OF CONTRACT: In the event Lessee violates and fails to comply with any of the agreements, terms or conditions of this lease, or any rules and regulations herein or hereafter adopted by the Lessor for its buildings, its balconies, its courts, its drives, its parking areas or grounds, said breach shall constitute grounds for termination of lease and/or eviction by Lessor. It is expressly understood and agreed that Lessee shall be and remain liable for any deficiency in rent until lease expires or until such time as in the interim the apartment is leased by another acceptable resident, any expenses incident to reletting, and cleaning cost, and trash removal any painting cost, any legal fees and as well any damages which Lessor may have sustained by virtue of the Lessee use and occupancy of the leased premises.

THIS LEASE SHALL BE BOUND BY ANY TERM, CONDITION, OR REPRESENTATION ORAL OR WRITTEN, NOT SET FORTH HEREIN, IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease in duplicate on the date and year first written above.

LESSOR _____	LESSEE _____
BY _____	LESSEE _____
(Agent and Person in Charge)	LESSEE _____
	LESSEE _____
OWNER Tom and Linda Riemenschneider	LESSEE _____
P.O. Box 141178	CO-SIGNER _____
Columbus, Ohio 43214	CO-SIGNER _____
	CO-SIGNER _____
	CO-SIGNER _____
	CO-SIGNER _____