

SAMPLE

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into this **1** day of **February**, **2008**, by and between the Owner named below and **Money Penny Realty & Management, LLC** as the property manager and agent for the owner of the premises being leased hereunder (hereinafter collectively referred to as "Landlord"), and the undersigned person(s) **Anne E. Dobrilovic** (hereinafter referred to individually and collectively as "Tenant" or "Tenants").

Landlord, for and in consideration of the covenants and agreements hereinafter written which are to be kept and performed by Tenant, does hereby lease unto the Tenant, the premises situated in the City of Kent, County of Portage, State of Ohio and described for street number purposes as: **237 East Main Street, Kent, OH 44240**

1. Term: The parties hereto agree that the term of this Lease shall commence on **August 1, 2008** and continue until **July 31, 2009**.

2. Rent: Tenant covenants and agrees to pay as a lease payment for the said premises, without deduction, monthly rent payments of **\$350.00**, due on the first day of each month during the term in a single payment **by check or money order mailed to Money Penny Realty & Management, LLC, P.O. Box 1073, Kent, Ohio 44240** or at such other place as may be designated by Landlord upon written notice to Tenant. In the event that any lease installment is not paid by the fifth day of the month for which it is due, the Tenant agrees to pay a \$25.00 late charge for any outstanding monthly rent payment. Tenant further agrees to pay \$35.00 plus late charges for each dishonored bank check, and agrees to pay all monthly rent payments by certified funds after a check has been dishonored.

3. Security Deposit: Tenant agrees to deposit with Landlord a security deposit of **\$350.00** as security for the performance of all covenants and obligations of this Lease. Landlord agrees to return this sum to Tenant within thirty (30) days after redelivery of possession of the premises to Landlord, less any amount due Landlord for non-compliance of any of the covenants or obligations contained herein. An itemized statement of any deductions will be provided Tenant. **Tenant agrees that Tenant does not have the right to apply the security deposit toward payment of any monthly lease payment.** Tenant agrees, within five (5) days of receipt of notice from Landlord, to restore any funds drawn from the security deposit to repair damages caused by Tenant during the term. It is agreed that failure to restore the security deposit within five (5) days may be considered a material breach of this Lease.

4. Multiple Occupancy: **IT IS EXPRESSLY UNDERSTOOD THAT THIS LEASE IS BETWEEN LANDLORD AND ALL TENANTS SIGNING BELOW, JOINTLY AND SEVERALLY, AND EACH AND EVERY TENANT SHALL BE FULLY LIABLE FOR TIMELY PAYMENT OF ALL MONTHLY RENT PAYMENTS AND FOR THE FULL PERFORMANCE OF ALL OTHER PROVISIONS OF THIS LEASE.**

5. Use and Occupancy: Tenant hereby agrees that the premises will be used for residential purposes only and only by the undersigned Tenants. Tenant agrees to comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. Tenant also agrees that said premises shall be used and occupied in a safe, careful and proper manner and agrees to pay for any physical damage to the property whatsoever, and will not bring any illegal substance onto the premises or occupy the premises in any manner which may be considered hazardous by local authorities, Landlord, or any insurance company insuring said premises. Tenant agrees not to use the premises in any unusual manner that disturbs or annoys other tenants of said building or disturbs the neighborhood. Tenant agrees to keep the surrounding grounds clear of rubbish and refuse which may appear from time to time. Tenant agrees that all cooking shall be done only in the kitchen and nowhere else within the premises or on porches or other exterior appurtenances. Tenant agrees that Tenant will exit windows of the premises for emergency purposes only and will not enter onto sections of the roof except in case of emergency. Tenant agrees to pay an inspection charge of \$50.00 if found on any section of the roof and further agrees to pay for any damages to roof found during the inspection. Tenant agrees to reimburse Landlord for the cost of freeing any sewage stoppages which occur as a result of Tenant's misuse of the plumbing fixtures after the first thirty (30) days. Tenant agrees to reimburse Landlord for the cost of replacing any broken glass on the premises during the term of this Lease. Tenant will not have a waterbed on the premises without prior written consent of the Landlord. Tenant shall not duplicate any keys to the premises.

6. Utilities: Tenant will be responsible for the payment of the following utilities and services consumed on or provided to the premises: **gas, electric, all City of Kent utility and service billings.** Landlord shall pay for **trash.** Tenant shall not overload the electrical service to the premises. Tenant shall notify Landlord of any plumbing or heating problem that is wasting utilities or causing damage to the premises.

7. Smoke Detectors: Tenant acknowledges that all smoke detectors upon the premises have had new batteries installed if necessary at the beginning of this term. Should any replacement of batteries become necessary during the term of this Lease, Tenant agrees to do so immediately. Tenant agrees to notify the Landlord should any maintenance to the smoke detectors become necessary. Tenant agrees to assume all liability for harm due to failure to report needed maintenance or if Tenant tampers with the smoke detectors in any way. Tenant agrees to pay a charge of \$30.00 per smoke detector if they are found without batteries or if smoke detectors have been removed. Further, Tenant agrees that any tampering with the smoke detectors may be considered a material breach of this Lease.

8. Maintenance, Repairs or Alterations: Tenant acknowledges that the premises are in good order and repair, unless Tenant notifies Landlord otherwise. Tenant must notify Landlord of any faults, defects or repairs needed within two (2) days from taking occupancy. A form for notifying Landlord is provided when keys are issued. Tenant will, at Tenant's own expense, maintain the premises in a clean and sanitary manner including but not limited to all fixtures, appliances, window treatments, smoke detectors and plumbing. Tenant will surrender same, at termination, in as good condition as received, with the exception of normal wear and tear. Tenant will be responsible for damage caused by Tenant and Tenant's family, invitees and guest. **Tenant will not paint, paper, redecorate or make any alterations to the premises.** Tenant will not commit any waste upon the premises, or any nuisance or act that may disturb the quiet enjoyment of any tenant in the building or occupants of adjacent properties. Tenant agrees that no additional lock or fastening device shall be placed on any door and that Tenant will not alter any existing lock so as to limit access by Landlord. **Tenant** shall be responsible for all snow removal during the term of this Lease. **Tenant** shall be responsible for maintaining all trees and shrubs on the property and for lawn care.

9. Indemnification and Insurance: Landlord will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common area unless such damage is the legal result of the negligence of Landlord, its agents or employees. Tenant agrees to hold Landlord harmless from any claims for damages, no matter how caused, except for injury or damages caused by the negligence of Landlord, its agents or employees.

TENANT ACKNOWLEDGES AND UNDERSTANDS THAT LANDLORD'S INSURANCE DOES NOT COVER TENANT'S PERSONAL PROPERTY OR IMPROVEMENTS. TENANT SHALL BE RESPONSIBLE FOR SECURING INSURANCE TO COVER THE PERSONAL POSSESSIONS OF TENANT AND ANY ACTS OR OMISSIONS OF TENANT AND THE GUESTS AND INVITEES OF TENANT.

10. Default: In the event a Tenant is in default of any terms of this Lease, including but not limited to, failing to pay rent or other Lease charges when due, violating any of the rules and regulations established by Landlord, disturbing the peaceable possession of other Tenants or tenants, vacating or abandoning the premises or providing information on the rental application which is untrue, said default shall be grounds for termination of the Lease and/or eviction under ORC § 1923. It is expressly agreed and understood that, notwithstanding the termination of the Lease or eviction, the Tenants and Cosigners shall remain liable for all rent and Lease charges until the Lease expires or the premises are released to other tenants at the same rental rate or greater rate, and shall further remain liable for any expenses incidental to releasing, cleaning beyond normal wear and tear, trash removal, painting, utilities, or any other damages and costs sustained by the Landlord by virtue of the Tenant's use and occupancy of the premises or default under the Lease.

If Tenant abandons or vacates the premises while in default of the payment of rent, Landlord may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Landlord reasonably believes that such abandoned property has no value, it may be discarded. Tenant agrees that Landlord has no obligation to store or maintain the personal property abandoned on the premises and Tenant waives any claims that Tenant may have against Landlord for the disposition of any personal property abandoned on the premises.

11. Entry and Inspection: Landlord will have the right to enter the premises: (a) in case of an emergency; (b) to make necessary or agreed repairs, alterations, improvements, supply necessary services, or show the premises to prospective or actual buyers, lenders, tenants, workmen or contractors; and (c) when Tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours and with at least 24-hours prior notice to Tenant. Any request for maintenance by Tenant will be deemed consent by Tenant for Landlord or its agent or contractor to enter the premises.

12. Damage to Premises: If the premises are damaged by fire or from any other cause that renders the premises uninhabitable, either party will have the right to terminate this Lease as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the acts or omissions of Tenant or the guests or invitees of Tenant then only the Landlord will have the right to terminate. Should this right be exercised by either Landlord of Tenant, rent for the current month will be prorated between the parties as the date of damaged occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this Lease is not terminated, then Landlord will promptly repair the premises and there will be a proportionate reduction of rent until the premises are

repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent the repairs interfere with Tenant's reasonable use of the premises.

13. Pets: Tenant agrees and understands that no pets shall be brought on to the premises. Tenant agrees to remove any pet found upon the premises by Landlord immediately upon request. Tenant further agrees to pay an inspection charge of \$50.00 if any pet is found upon the premises by Landlord and agrees to pay for any damages to the premises caused by the pet that was discovered during the inspection.

14. Checkout Procedure at End of Lease Term:

1. The premises should be clean and all repairs completed.
2. All common areas should be clean and all repairs completed.
3. All keys should be delivered to Landlord with a forwarding address. **PLEASE REMEMBER:** If Landlord does not receive your forwarding address, Landlord will not be able to mail your deposit check.
4. No inspection of the premises will be conducted by the Landlord until all keys have been returned.

Please be aware that there will be no exception to the above checkout procedure. **TENANT AGREES THAT IF THE PREMISES ARE NOT LEFT IN A CLEAN AND ORDERLY CONDITION, TENANT WILL PAY LANDLORD FOR CLEANING AND TRASH REMOVAL.** PLEASE NOTE: All cleaning and repairs are billed at Landlord's hourly rates plus the cost of materials.

15. Time is of the Essence: Time is of the essence in this Lease and in consummating the same due to a "prime rental season" which coincides with the school term and also with the leasing of dormitory rooms by the local university. Tenant agrees that Tenant shall pay for all costs of releasing premises unless all of the following are met:

1. All Tenants have executed this Lease within ten (10) days of the date of this Lease first set forth above.
2. The full balance due on the security deposit has been received as of the date of this Lease.
3. All cosigner form(s) are executed and returned within ten (10) days of the date of this Lease. See attached guarantee(s) marked Exhibit(s) A which is (are) attached hereto and incorporated herein by reference, as if fully rewritten herein.

This Lease shall be voided at the option of Landlord if Tenant fails to perform items 1, 2 and 3 above within the allotted time periods. Tenant hereby agrees that if Tenant fails to take physical possession at the beginning of the term for any reason, then Tenant will pay all costs related to the reletting of the premises and further agrees to pay for any deficiencies incurred by Landlord arising from having to relet the premises in an "off-season" time as related to the local university dormitory leasing.

16. Miscellaneous:

- a. House Rules:** In the event that the premises is a portion of a building containing more than one unit, Tenant agrees to abide by all house rules, whether adopted before or after the date of this Lease, including rules with respect to noise, odors, disposal of refuse, animals, parking and use of common areas.
- b. Subletting and Assignment:** It is agreed that Tenant shall not assign this Lease or sublet any portion of the premises without prior written consent of Landlord. If Landlord consents to subletting the premises, Tenant hereby acknowledges Tenant's continued obligation for the payment and full performance of all terms, covenants and conditions of this Lease.
- c. Physical Possession:** If the Landlord is unable to deliver possession of the premises at the commencement date set forth above, Landlord will not be liable for any damage caused, nor will this Lease be void or voided, but Tenant will not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within (30) thirty-days of the commencement of the term set forth above.
- d. Waiver:** Failure of Landlord to enforce any provision of this Lease will not be deemed a waiver. The acceptance of rent or partial rent by Landlord will not waive Landlord's right to enforce any provision of this Lease, including the full payment of rent due.
- e. Notices:** Unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, certified to Tenant at the premises or to Landlord at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective three (3) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.
- f. Fair Housing Statement:**
It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

- g. **Holding Over:** Tenant agrees that if Tenant retains possession of the premises or any part thereof after the termination of the term by lapse of time or otherwise, a tenancy at sufferance shall be created at a per diem rent of one fifteenth (1/15) of the normal monthly installment. Tenant further agrees to pay Landlord for all damages sustained by Landlord resulting from the retention of possession by Tenant.
 - h. **Severability:** Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under Ohio law. If any provision of this Lease shall be found invalid under Ohio law, such provision shall be ineffective only to the extent of such invalidity. The remainder of this Lease shall continue in full force and effect.
 - i. **Parking:** Off-street parking where provided is for Tenant's use only. Absolutely no parking is permitted in front, side or backyards of property. After one verbal warning, any vehicles found in the yard are subject to all towing costs. Abandoned vehicles, those without current license plates, those improperly parked or those that have not been moved for (30) thirty-days will be towed at Tenant's risk and expense.
 - j. **Nuisance Ordinance:** Tenant agrees to pay Landlord for any fines levied against Landlord for violations to the City of Kent Nuisance Ordinance when the violations are committed by the Tenant or Tenant's guests, whether invited or uninvited, while on the premises.
 - k. **Entire Agreement:** The foregoing constitutes the entire agreement between the parties and may only be modified by a writing signed by all parties hereto.
18. **Appliances:** Landlord will provide the following appliances: **stove, refrigerator**
17. **Additional Terms and Conditions:**

THIS LEASE AGREEMENT FOR 237 East Main Street, Kent, OH 44240 is hereby accepted and agreed to by:

MONEYPENNY REALTY & MANAGEMENT, LLC
 237 East Main Street
 Kent, OH 44240
 Phone: 330-677-4722
 Fax: 330-677-4730
 www.moneypennyrealty-management.com

LANDLORD/OWNER: RAM Investment Properties
 Address: 237 East Main Street
 Kent, OH 44240



Moneypenny Realty & Management, LLC
 Agent for Owner
 Rilliss O. Moneypenny, Jr., BROKER
 Anne E. Moneypenny, REALTOR®/Office Manager

Date _____

TENANT:

Sign _____

Print Name _____

Date _____

Money Penny Realty & Management, LLC

237 East Main Street

Kent, OH 44240

Phone: 330-677-4722 • Fax: 330-677-4730

www.money Penny Realty Management.com



EXHIBIT A

COSIGNER FORM

Property Address: **237 East Main Street, Kent, OH 44240**

Monthly Rent: **350.00**

Lease Period: **August 1, 2008 to July 31, 2009**

This is an addendum to the lease, between **Anne E. Dobrilovic**, Tenant, and **Money Penny Realty & Management, LLC**, Landlord, for the property referenced above and made a part of the Lease thereof by reference.

I guarantee the fulfillment of all terms of this lease for the above tenant including but not limited to payment of rent in full through the end of the lease term. All information supplied is true to the best of my knowledge. The Cosigner shall execute this guarantee within (ten) 10 days after receipt. If the Cosigner has not executed this Agreement within the above-specified time frame, the Landlord, at Landlord's sole discretion, may declare the lease agreement null and void and Tenant's deposit shall be forfeited. If Tenant renews the lease for an additional term, this cosigner form shall remain binding until the end of the new lease period.

Cosigner Name: _____

Social Security Number: _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

Driver's License #: _____ State Issued: _____

Employer : _____

Employer Address: _____

Employer Phone: _____

Cosigner Signature: _____ Date: _____

Relationship to Tenant: _____

**CHAPTER 561
CRIMINAL ACTIVITY NUISANCES**

**561.01 ACTIVITIES DEFINED AS PUBLIC
NUISANCES**
561.02 NOTIFICATION
561.03 ABATEMENT PROCESS

561.04 APPEAL PROCESS
561.05 COSTS OF ABATEMENT
**561.06 CITY'S RIGHT OR AUTHORITY FOR
CRIMINAL PROSECUTION**

561.01 ACTIVITIES DEFINED AS PUBLIC NUISANCES.

The following activities occurring on residential property, and engaged in by an owner, occupant or invitee of the owner or occupant of residential property, are hereby declared to be public nuisances:

- (a) Any animal violations under Sections 505.01 (dogs, cats running at large), 505.08 (nuisance conditions), 505.18 (dangerous dogs), 505.05 (killing or injuring animals), 505.06 (poisoning animals) 505.07 (cruelty to animals) of the Codified Ordinances or similar State of Ohio statutes;
- (b) Any disorderly conduct, disturbance of the peace or other violation of Chapter 509 of the Codified Ordinances or similar State of Ohio statutes;
- (c) Any drug abuse violation under Chapter 513 of the Codified Ordinances or similar State of Ohio statutes;
- (d) Any gambling violation under Chapter 517 of the Codified Ordinances or similar State of Ohio statutes;
- (e) Any health, safety, or sanitation violation under Chapter 521 of the Codified Ordinances or similar State of Ohio statutes;
- (f) Any obstruction of official business violation under Section 525.07 of the Codified Ordinances or similar State of Ohio statutes;
- (g) Any alcohol violations under Chapter 529 of the Codified Ordinances or similar State of Ohio statutes;
- (h) Any sex offenses under Sections 533.07 (public indecency), 533.08 (procuring), 533.09 (soliciting), or 533.10 (prostitution) of the Codified Ordinances or similar State of Ohio statutes;
- (i) Any offense against another person under Sections 537.03 (assault), 537.04 (negligent assault), 537.05 (aggravated menacing), 537.06 (menacing), 537.07 (endangering children), 537.12 (misuse of 9-1-1), or 537.18 (unruliness and delinquency) of the Codified Ordinances or similar State of Ohio statutes;
- (j) Any offense against property under Sections 541.02 (Arson), 541.03 (criminal damaging or endangering) or 541.04 (criminal mischief) of the Codified Ordinances or similar State of Ohio statutes;
- (k) Any theft violation under Sections 545.05 (petty theft), 545.08 (unauthorized use of property), or 545.19 (criminal tools) of the Codified Ordinances or similar State of Ohio statutes;
- (l) Any weapons, explosives, firearm or handgun violation under Chapters 549 of the Codified Ordinances or similar State of Ohio statutes;
- (m) Any noise violation under Section 509.12 of the Codified Ordinances or similar State of Ohio statutes;
- (n) Any fireworks violation under Section 1519.04 of the Codified Ordinances or similar State of Ohio statutes;
- (o) Any open burning or recreational fires in violation of Section 1503.03 or similar State of Ohio statutes (Restrictions; Notice and Permission). (Ord. 2004-121. Passed 9-15-04)

561.02 NOTIFICATION

The Chief of Police or his designee, upon finding that two or more nuisance activities declared in this Chapter have occurred at a single dwelling unit, as that term is defined in Section 1109.01(g)(21) and/or (66), within any six month period shall cause a written notice and order to be served on the owner of the property declaring that such property is a nuisance property. The notice and order shall set forth the nature of the nuisances, the estimated costs to abate any future nuisance, and state that the owner may avoid being charged the costs of abatement by taking steps to prevent any further nuisance activity as

set forth in this Chapter. The notice shall further state that if a third or subsequent nuisance activity as declared in this Section occurs within six months of the dates of the earlier of first two activities, the City may abate the nuisance by responding to the activities using administrative and law enforcement actions, and the costs of such abatement shall be assessed on the nuisance property. Notice shall be served as set forth in Section 119.03 of the Codified Ordinances.(Ord. 2005-85. Passed 7-20-05)

561.03 ABATEMENT PROCESS

If within six months after the first of the two nuisances referred to in section 561.02 of this Chapter has occurred, a third or successive nuisance activity as declared in this Chapter occurs, the City may abate the nuisance by responding to the activity using administrative and law enforcement actions, and the costs of such abatement shall be assessed on the nuisance property in the same manner as in Section 119.04 of the Codified Ordinances, and the costs shall be calculated as set forth in Section 561.05 of this Chapter. The City shall provide notice to the owner of the nuisance property of the City' s intent to assess the costs of abatement against the owner' s property at least thirty (30) days before such costs are certified to the County for assessment against the property, and such notice shall contain a description of the nuisance activity that is the basis for the notice of intent to assess the property, and the cost to abate. Notice shall be served as set forth in Section 119.03 of the Codified Ordinances. (Ord. 2005-85. Passed 7-20-05)

561.04 APPEAL PROCESS

The owner of a nuisance property who receives a notice from the Chief of Police or his designee pursuant to this Chapter may appeal such notice by submitting a written request for reconsideration to the Chief of Police within thirty (30) days of the date of the notice. If the Chief of Police finds that the facts presented do not support the declaration of a nuisance, the Chief shall rescind the notice. Otherwise the Chief shall deny the request and refer the appeal for hearing by the Board of Zoning Appeals. Any such appeal shall not stay any actions by the City to abate the first or any subsequent nuisance activity. In any such appeal, the City must show by a preponderance of the evidence that each violation stated in the notice being appealed has occurred, and that the declaration of the property as a nuisance property or of the intent of the City to assess the property for abatement costs, whichever is applicable, is justified. The City shall be deemed to have failed to have met this standard if the owner demonstrates by a preponderance of evidence that:

- (a) He or she was not the owner at the time of any of the nuisance activity that is the basis of the notice; or
- (b) He or she had knowledge of the nuisance activity, but has promptly and vigorously taken all actions necessary to abate each nuisance including, without limitation, compliance with the requirements of Ohio Revised Code Sections 5321.17(c) and 5321.04 (A) (9), or
- (c) He or she had no knowledge of the nuisance activity and could not, with reasonable care and diligence, have known of the nuisance activity; and upon receipt of the notice of the declaration of the property as a nuisance property, he or she promptly took all actions necessary to abate the nuisance including, without limitation, compliance with the requirements of Ohio Revised Code Sections 5321.17(c) and 5321.04 (A) (9). (Ord. 2004-121. Passed 9-15-04)

561.05 COSTS OF ABATEMENT

Costs of abatement shall be assessed based upon the hourly wage of the City of Kent employee(s) involved in the abatement of the nuisance activity, plus 75%, multiplied by the number of hours required to abate the nuisance in hourly increments, with a minimum of one hour. (Ord. 2004-121. Passed 9-15-04)

561.06 CITY'S RIGHTS OR AUTHORITY FOR CRIMINAL PROSECUTION

The declaration of a nuisance property, an order to abate a nuisance, or the assessment of costs by the City on a property, do not affect or limit the City's right or authority to bring criminal prosecution or other legal action against any person for violation of the City's ordinances. (Ord. 2004-121. Passed 9-15-04)