

LEASE
DULING-WARNOCK RESIDENTIAL
Findlay, Ohio 45840

Sandusky Square 1306 W Sandusky Ave. (Office Phone: 419-427-1348)
Charleston Apartments 2311 Massillon St. (Office Phone: 419-427-2830)

AGREEMENTS: By signing this rental agreement, Fortis Endeavors Limited and affiliated entities (collectively, the "Owner") and Tenant (as defined below) agree to the following:

This lease is made on (date) _____ between DULING-WARNOCK RESIDENTIAL, LLC (the "Agent"), 1306 W. Sandusky Street – Findlay, Ohio 45840, AND:

_____ (collectively, the "Tenant").

1. **DESCRIPTION OF PREMISES AND TERM:** Owner agrees to rent to Tenant an apartment at

_____ Apt # _____

Findlay, Ohio 45840 for a period beginning at 6:00 p.m. on _____

and ending at 5:00 p.m. on _____

If Tenant breaks this lease by failing to comply with any of the following items there will be a penalty in the amount of at minimum one month's Apartment Rent. This includes vacating the apartment for any reason before the end of the lease term.

2. **SECURITY DEPOSIT:** Tenant agrees to pay Owner \$ _____ as a security deposit, payable on the date of signing the original lease. In no case is Owner obligated to apply this deposit to rent or other charges in arrears. If damages caused by Tenant exceed the amount on deposit, Tenant agrees to pay such damages upon receipt of notice of damages and the amount.

Owner may use the security deposit only for 1) actual damages that are the result of conduct not reasonably expected in the normal course of living in the apartments; 2) past due rent; 3) late fees; 4) cleaning the apartment back to rentable condition, and 5) late or final water payments.

3. **RENTAL RATE:** Tenant(s) agrees to pay rent for the apartment to Owner in the amount of

	<u>Amount</u>	<u>Adjustments</u>	<u>Date / Initials</u>
a). Apartment Rent			
a). Monthly Trash Fee			
b). Monthly Pet Fee			
c). Garage Rent			
d). Other			
Total due the 1st of the month IN ADVANCE			

*** LATE FEES:** A \$20 late fee will be assessed on any outstanding balance not fulfilled by 12:00 AM Eastern Standard Time on the morning of the 4th calendar day of the month. The outstanding balance is inclusive of but not limited to apartment rent, monthly trash fees, monthly pet fees, garage rent, washer/dryer rental fees, water charges, transfer fees, damages to previously occupied units, late fees, etc.

4. **JOINT AND SEVERAL OBLIGATION:** Each tenant under this lease is jointly and severally (individually) liable to Owner for the total rent due for the apartment. If one tenant fails to pay rent, the other tenant may be held liable by Owner for the missing and unpaid rent.

5. **OCCUPANCY LEVEL** shall be limited to not more than _____ persons. Each person who occupies the apartment on a full time basis must sign the lease and be responsible for all conditions in it. A full time resident is anyone who resides in the apartment for more than two weeks during any calendar year, or as determined by Owner. Any full time resident living in the apartment without written consent by Owner shall be grounds for eviction. Any full time resident wishing to be added to the Lease must apply for residency and be approved by Owner, at which time the Occupancy Level may be increased accordingly.

6. **CONDITION OF PREMISES:** Owner assures that the premises are clean and fit for residential use at the time of occupancy, and that the premises will be maintained in compliance with the law. Tenant accepts the premises in their present condition. If not accepted, Tenant should report to Owner within three days any cleaning, damages, and/or repairs needed. A checklist of conditions may be used at the beginning and at the end of lease and will be signed by Tenant and Owner or his agent.

TENANT SHALL COMPLY WITH TERMS AND CONDITIONS ADDENDUM (pg. 5 & 6 of the lease).

7. **UTILITIES:**

- a. Tenant shall pay Owner a monthly charge (See item #3) for trash pickup in the dumpsters provided on site.
- b. Tenant shall be responsible for electric, phone and any cable service. Tenant is responsible for any electric charges through the length of the lease or until the apartment is re-rented, whichever is shorter.
- c. Tenant shall pay Owner for water usage. Each apartment is individually metered and bills are generated every two months. Bills are paid to the office at Charleston or Sandusky Square.

8. **FURNISHINGS:** This apartment is rented as unfurnished. The term "unfurnished" shall mean that Owner will provide a stove and refrigerator. **If the stove and/or refrigerator are damaged beyond repair, due to Tenant negligence, Owner will not replace the damaged item.** Other equipment or furniture provided:

9. **ALTERATION, MAINTENANCE, AND DAMAGES:** Owner shall be responsible for all necessary maintenance and repairs. Tenant shall not make any alterations or do any decorating without written consent of Owner. **If Tenant employs an outside contractor for any repairs or maintenance to the apartment, Tenant is responsible for paying the bill.** Tenant shall be responsible for all maintenance and repairs for damage caused by Tenant, including damaged or broken doors, locks, glass, and screens. Tenant agrees to pay for the removal of any foreign objects in toilets or drain lines. No satellite dishes allowed WITHOUT prior approval from the office. **Additionally, if Tenant misplaces their keys and requires staff to unlock the apartment after hours, Tenant will be charged a lock out fee of \$50.00.**

10. **DAMAGE TO TENANT'S PROPERTY AND INSURANCE:** Unless caused by Owner or his agent's negligence and/or failure to maintain the dwelling unit as required by law, Owner or agent shall not be responsible for personal injury, or any theft, damage, loss or destruction of personal property of Tenant or their guests due to fire, water, theft, burglary or assault, or other casualty. **Tenant is urged to insure personal property.**

11. **LIABILITY FOR TENANT'S FAMILY, GUESTS AND PERSONAL PROPERTY:** Tenant assumes liability and responsibility for family, guests, and employees, and any property placed, stored, or located on the premises. Tenant further agrees to indemnify, hold harmless and defend Owner or agent and employees from any loss, liability or damages and to pay all claims, judgments, costs and expenses including attorney fees arising out of any injury or damage to any person or property. Owner shall be responsible for the acts of his employees or agent.

12. **ENTRY:** Tenant's right to privacy shall be respected. In emergency, Owner or his staff may enter the premises to perform repairs and make inspections necessary to protect health or property. Upon agreement of the parties or upon 24 hours notice to Tenant, Owner or agent may:

- Enter the property for reasonable inspection and to perform repairs and maintenance.

- Enter the property to show the premises to prospective tenants.

Owner shall enter the premises only after knocking, shall leave the premises in as good condition as when entered, shall clean and remove dirt or debris that result from the performance of maintenance and repairs, and shall lock the apartment when leaving unless otherwise requested by Tenant.

13. **SUBLETTING/ ASSIGNMENT:** Tenant will not sublet or assign the premises. (See item #5 above.)

14. **PUBLIC AREAS:** It is the duty of Tenant not to damage or allow foreseeable reckless damages to occur in any public areas of the premises, including, but not limited to the laundry rooms, the parking lots, the lawns and landscaping, and recreational areas.

15. **PARKING:** Parking for primary vehicle (in working order) is provided in the lot for **tenants only**. Parking spaces are not assigned, except for handicapped parking. All tenant vehicles must be registered with Owner and display a parking permit issued by the office. If you have two or more vehicles, you will be required to park the extra vehicle(s) at another onsite location and a monthly charge will apply. Replacement permits may be issued for no less than \$10 each.

of Parking Permits Issued _____

No repairs, oil changes, car washing, etc. is permitted in the parking lot. Vehicles that are not roadworthy shall not be parked in the parking lot. Any disabled vehicle found on the parking lot is subject to towing at the vehicle owner's expense. Tenant may contact the office to discuss any special parking situations.

16. **PETS:** No pets are permitted in any apartment without **prior** written approval of management. Any pet moved into an apartment without prior written approval of management shall be grounds for eviction. Tenant must sign

and abide by our pet agreement, pay a non-refundable fee of _____ and an additional monthly pet rent of _____.

PET OWNING TENANT(S) ACKNOWLEDGES RECEIPT AND REVIEW OF PET AGREEMENT _____ (initials)

VISITING PETS ARE NOT ALLOWED AT ANY OF OUR LOCATIONS.

Anyone found to be in violation of these terms will face eviction proceedings.

17. **USE AND QUIET ENJOYMENT:** Tenant agrees to abide by landlord tenant laws of the State of Ohio and use the premises for residential purposes only in a quiet, peaceful and lawful manner and to refrain from any conduct which disturbs the privacy of another party. Any complaints from other tenants about excessive noise, harassment, abhorrent odors, etc. will be considered grounds for eviction proceedings.

Tenant shall engage in no illegal activities on the premises. Tenant shall not store, shall not dispose of waste, chemicals, solvents, oils or other noxious or dangerous materials on the premises. Tenant shall engage in no dangerous activities. Tenant shall comply with all Federal, State, County, and City laws and rules.

AT THE FULL DISCRETION OF AGENT, TENANT ACKNOWLEDGES THAT AT ANY POINT, AGENT MAY ELECT TO ENFORCE A PROPERTY-WIDE NO-SMOKING POLICY, AND/OR MANDATE THAT TENANT SPECIFICALLY DISCONTINUE ANY SUCH ACTIVITIES BASED ON PROPERTY DAMAGE AND/OR NEIGHBOR COMPLAINTS

_____ (initials)

18. **UNTENABLE CONDITIONS:** If the apartment is damaged or destroyed in whole by fire or other casualty without the negligence or fault of Tenant, either Tenant or Owner may terminate this lease immediately by written notice to the other party.

19. **RETURN OF UNIT AND FURNISHINGS:** Tenant agrees to return rental unit and all furnishings to Owner in the same condition as when occupied. Damage to carpets and furnishings caused by normal wear and damage by elements will be taken into consideration. Owner reserves the right to charge for cleaning following the vacating of the apartment.

The maximum allowable fee for **NORMAL** cleaning will be:

- One Bedroom – \$175 general cleaning (excluding appliances), if warranted. A \$50 mandatory carpet cleaning (excluding extra cleaning or repairs/replacement) will be retained from the Security Deposit.
- Two Bedroom – \$250 general cleaning (excluding appliances), if warranted. A \$80 mandatory carpet cleaning (excluding extra cleaning or repairs/replacement) will be retained from the Security Deposit.
- Charges for any other damages or repairs will be billed on an individual basis.
- Lingering odors upon move-out on surfaces including but not limited to carpet, drywall, appliances and cabinetry shall be remediated by Owner/Agent at Tenant's expense.
- There will be a \$125 fee assessed for the removal of any satellite dish and related hardware & cables excluding any damages caused by same.

INFORMATION YOU NEED TO KNOW WHEN YOU DECIDE TO MOVE

- YOU MUST NOTIFY US IN WRITING 30 DAYS BEFORE THE FIRST OF THE MONTH IN WHICH YOU WILL MOVE, even if your lease is ending. (ie: if you want to move April 15th, you must let us know by March 1st.) THE PENALTY (see page 1) WILL APPLY IF YOU FAIL TO DO THIS.
- IF YOU BREAK YOUR LEASE, You will be responsible for the rent until the end of the lease and utilities until the end of the lease or until the apartment is re-rented, whichever occurs first.
- BEFORE YOU MOVE, YOU MUST NOTIFY OWNER IN WRITING OF A FORWARDING ADDRESS where you can be reached and where you will receive mail; otherwise Owner shall be relieved of sending you your security deposit or the balance after cleaning and damages are deducted.
- THE BALANCE OF SECURITY DEPOSIT WILL BE MAILED TO TENANT'S FORWARDING ADDRESS WITHIN 30 DAYS OF END OF THE LEASE, not from the day you move out.

20. **KEYS:** Tenant shall return all keys to the apartment and the mailbox to Owner or his agent upon the termination of this rental agreement. Failure to surrender keys upon vacating the premises will result in a **lock change fee of \$25 and a per diem charge based on the rental rate for each day the keys are not returned. An additional charge of \$10 for mailbox keys not returned will be made.**

of Keys Issued _____

21. **SNOW REMOVAL:** Owner shall provide snow removal services at the premises as a convenience but not a responsibility. Resident agrees not to hold Owner liable for any harm or damages caused by snow and/or ice on the premises.

22. **HOLDOVER:** If Tenant maintains possession of the Premises for any period after the ending date of this Lease or the date on which Tenant is notified to vacate the premises (the "Holdover Period"), then Tenant will be required to pay Apartment Rent in the amount of \$100 per day, along with all other amounts that Tenant owes. No such Holdover Period shall constitute any form of tenancy, but will be considered unlawful possession, and Owner may exercise any right or remedy available under this Lease or the law to recover possession of the premises and damages from Tenant.

THIS IS A LEGALLY BINDING CONTRACT THAT WE DO ENFORCE, AND WE HIGHLY RECOMMEND YOU CONSULT YOUR ATTORNEY FOR ANY CLARIFICATION. DO NOT SIGN THIS LEASE UNLESS YOU HAVE READ IT IN ITS ENTIRETY.

SIGNATURES:

Owner or his agent _____

Date _____

Tenant _____

Date _____

Tenant _____

Date _____

Tenant _____

Date _____

Emergency Contact Name _____

Emergency Contact Address _____

City _____

State _____ ZIP _____

Emergency contact phone _____

Co-Signer _____

Date _____

Phone number _____

Co-Signer _____

Date _____

Phone number _____

TENANT TERMS AND CONDITIONS ADDENDUM
DULING-WARNOCK RESIDENTIAL
Findlay, Ohio 45840

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In accordance with the Ohio Revised Code, Section 5321.05 of the Landlord Tenant Law, the following terms and conditions requires tenants, in part, to:

Keep their part of the premises that Tenant leases safe and sanitary and comply with all local and state housing, health and safety codes that could be imposed.

PART 1 – SECTION 6 OF THE LEASE – CONDITON OF PREMISES

- Tenant will dispose of all trash, garbage, and other waste (including pet waste) in a timely manner and refrain from piling garbage outside their apartment. In the event that Owner or its agents notice garbage and trash inside or outside the apartment, Tenant will be notified, in writing, to dispose of the trash. Failure on the part of Tenant to comply will result in a fine of not less than **\$25.00** per bag if Owner has to dispose of the trash. In the event of a fine, Tenant shall pay the amount levied with the next month's rent.
- The toilet should not be used as a garbage disposal or trash container. If flushing items down the toilet results in a toilet or sewer back up, **Tenant will be assessed a minimum fee of \$250.00 to clean out the sewer lines.** The following items should **not** be flushed:
 - sanitary products
 - baby or facial wipes
 - diapers
 - cleaning cloths
 - Q-tips
 - trash
 - paper towels
 - food
 - cigarette butts
 - disposable scrub pads
 - kitty litter and the clumps – even if the package claims the product is

This list is **not** to be considered all inclusive. There are many more items you should never flush – please use common sense. **Other than toilet paper, if you didn't digest it, please do not flush it!**

PART 2 – SECTION 6 OF THE LEASE – CONDITION OF THE PREMISES

Tenant has inspected the apartment – and/or has had the apartment inspected by a professional exterminator – and acknowledges that the unit is free of insects – including but not limited to – bedbugs, cockroaches and fleas.

Tenant shall notify Owner immediately of any infestation or suspected infestation of insects.

Tenant is responsible for extermination and other costs, including but not limited to the treatment of the apartment, treatment of adjoining apartments, disposal of personal property, and any financial costs associated with vacating the apartment, if found to be infested with bedbugs, cockroaches or fleas. Owner **shall not be liable** for any cost of relocation by Tenant.

Tenant/Co-signer Initials: _____

Tenant will be required to cooperate with Owner's exterminator in the treatment process which could include (but is not limited to) the vacating of the apartment, throwing away of furniture and personal items. Tenant will allow access to the apartment by Owner (or his agent) and/or the exterminator.

If Tenant refuses to pay any invoice submitted by Owner for the cost of treatment, the sum will be added monthly to the rent charges until the invoice is paid in full.

Owner may terminate Tenant's lease and Tenant shall vacate the premises if any of the following apply:

- Tenant actions or inactions contribute to or result in a pest infestation.
- Tenant actions or inactions prevent or hinder the treatment of an apartment for pest infestation.
- Owner or Owner's exterminator determines that the apartment and/or adjoining apartments cannot be properly or successfully treated with Tenant residing in the infected apartment.

ADDITIONAL RULES AND REGULATIONS

- Tenant shall not display any signs, exterior lights, or markings on the premises. No awnings or other projections shall be attached to the outside of the building.
- Tenant shall use regular dime-store-variety picture hanger nails when hanging wall décor in order not to mar walls unnecessarily. No other foreign objects are to be placed on any surface without prior approval of Owner. Tenant shall not use gum-backed picture hangers. Nails are to be removed from walls prior to vacating premises. Owner will fill nail holes at Owner's expense. Any holes made by anything other than dime-store-variety picture hanger nails will be billed back to Tenant (or netted against any Security Deposit refund).
- No exterior antennas/satellite dishes may be installed or maintained on the property without written consent by Owner.
- All windows are to be covered at all times with blinds. Lined draperies and curtains are permitted. Tie-dyed sheets, blankets, bedspreads, and the like shall not be acceptable.
- Tenant shall use and operate all electrical and plumbing fixtures properly.
- Tenant shall keep all plumbing fixtures clean and undamaged.
- Tenant shall maintain in good working order and in a clean and undamaged condition any range, refrigerator, dishwasher, garbage disposal or any other appliances supplied by Owner.
- Tenant shall keep all concrete, tile, hardwood, and carpeted flooring in a clean, sanitary, and undamaged condition.
- Tenant shall keep all glass fixtures, including windows, patio doors, medicine cabinet mirrors, and light lenses in a clean, sanitary, and undamaged condition.
- Tenant shall keep all counter tops in a clean, sanitary, and undamaged condition.
- Tenant shall keep all walls, including drywall, tile, wood masonry, and vinyl covered, in a clean, and undamaged condition.
- Tenant shall keep any patio and/or balcony, and/or concrete stoop, including fencing and/or railing in a clean, sanitary, and undamaged condition.
- Tenant shall not store any items such as gas cans or propane tanks (for grills) that are not in use.

Failure to comply with any conditions, rules, and/or regulations herein may be grounds for Eviction.

Tenant/Co-signer Initials: ____ ____ ____