

SHELBY MANAGEMENT, LLC

Lease Agreement

This lease (hereinafter referred to as the Lease) is made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_, by and between Shelby Management LLC (hereinafter referred to as the Landlord) and \_\_\_\_\_(hereinafter referred to jointly and severally as the Tenant.). The covenants and conditions stated in the Lease shall bind all tenants jointly and severally in issues of contract and negligence.

I. PREMISES LEASED. The Landlord, in consideration of the rent to be paid, and covenants and agreements to be performed by the Tenant does hereby lease the following described premises located at: \_\_\_\_\_ Columbus, Ohio 43\_\_\_\_\_. (Hereinafter referred to as the premises.)

The Landlord, where not required by law, may discontinue any facilities, amenities, gratuitous or such services rendered by the Landlord and furnished to several Tenants on a common basis, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for the Lease.

II. LEASE TERM. The Tenant agrees to occupy said Premises for an original term commencing \_\_\_\_\_ 201\_\_\_\_ at 12:00 PM, and ending \_\_\_\_\_, 201\_\_\_\_ at 12:00 PM. After termination of this agreement, the Lease shall automatically renew on a two (2) month to two (2) month basis unless notice is given as stated in paragraph VII. If paragraph VII A has been initialed by the parties, the term of this lease will start/commence and end/terminate on the dates identified in paragraph II. If you plan to renew your lease under this section for the next school year you must notify the landlord in writing of your intent by November 15th.

III. RENT. The Tenant agrees to pay as rent for the Premises the total sum of \$ \_\_\_\_\_dollars at the rate of \$ \_\_\_\_\_dollars per month to be paid in advance of the first day of each month during the said term without demand. All payments of rent shall be made via electronic ACH withdraw from Tenant(s) bank account. In the event that Tenant shall occupy said Premises prior to the beginning of a full month, a pro-rated amount of \$ \_\_\_\_\_ covering the period of \_\_\_\_\_ to \_\_\_\_\_, shall be payable in advance, plus: \$ \_\_\_\_\_per month for: Pets \_\_\_\_\_ Water/Sewer \_\_\_\_\_ Other \_\_\_\_\_

Equals a total monthly payment of: \$ \_\_\_\_\_.

Rent is due on or before the first day of each month (the due date) and is delinquent thereafter. Partial payments will not be accepted. All funds received shall be applied to: dishonored check charges; late charges; damage charges; utility charges; delinquent rent; current rent; in that order.

If payment is made by check, Landlord requires that checks are made payable to Shelby Management, LLC: 1454 Neil Avenue, Columbus, Ohio 43201. If funds are received by any means other than the electronic payment indicated above, there will be a \$15.00 processing fee due and payable with the rental payment. Rent and other sums to be paid shall be made in one (1) check rather than multiple checks. The Landlord may, at any time, require that all rent and other sums be paid in either certified or cashier's check or money order. Cash shall not be accepted.

In the event that Tenant submits a check that is returned, the Tenant agrees to pay a charge of \$ 45.00 charge in addition to the initial and daily late charges, if applicable.

Rent is due on or before the first day of each month (the due date). If all rent is not received on or before the 3rd day of the month, the Tenant agrees to pay the initial late charge of \$60.00 plus a late charge of \$5.00 per day until paid in full. Daily late charges will not exceed 20 days for any single month's rent.

The Tenant agrees further that acceptance and/or refusal by the Landlord of the rent payment after the due date shall in no manner constitute a waiver of the Landlord's rights in the event of the Tenant's failure to make rental payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which the Tenant is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by the Landlord. Tenant by signing this Lease, knowingly and voluntarily waives any right to later assert waiver as affirmative defense in any subsequent forcible entry and detainer action.

The Landlord agrees to notify the Tenant, in writing, at least sixty (60) days prior to the expiration of the Lease, or any renewal thereof, of any increase in the rent charged for occupancy of the Premises.

Tenant acknowledges that Landlord is an Limited Liability Corporation and must be represented by an attorney in eviction procedures. Equity situations will not be considered unless Tenant reimburses Landlord for all rent, late fees, charges, fees, costs and expenses and attorney fees, incurred by Landlord as a result of Tenant's breach. (Eviction settlement fee is \$250.00). Landlord reserves the exclusive right to refuse any and all late payments.

IV. OCCUPANCY. The Tenant agrees that only those persons listed below shall occupy the Premises:

- Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

No person shall be released from the covenants of the Lease without first obtaining the written agreement of the other tenants and/or cosigners set forth herein and written approval of changes from the Landlord. If such changes are agreed upon, all parties herein agree to make the necessary changes to the Lease before changes are valid.

The Tenant agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by the Landlord because of fire or any other risk or in any other manner which would disturb the peaceful, quiet enjoyment of any other occupant of the apartment community of which the Premises are a part. The Landlord reserves the right of eviction for any criminal or illegal activity and/or the illegal manufacture, distribution, use or other illegal activities in connection with controlled substances. A criminal conviction shall not be necessary before the Landlord can institute an eviction action.

**V. SECURITY DEPOSIT.** The tenant agrees to deposit with the Landlord the sum of \$ \_\_\_\_\_ as security for his or her faithful performance under the Lease and by law. The Tenant agrees the deposit is not an advance payment of rent and does not relieve the obligation to pay rent including rent for the last month of occupancy. The Landlord, at the expiration of the Lease or hold-over tenancy, may apply the security deposit for past due rent, fees, utilities, and/or for the cost of repairing damages beyond reasonable wear and tear to the Premises caused by the Tenant, his/her guests, family or invitees. Also, abandonment or vacating of the Premises by the Tenant before the end of the term shall result in the Landlord deducting damages he has incurred from the security deposit.

Each of the aforementioned tenants and cosigners shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy, including negligence.

The Tenant agrees to provide the Landlord, in writing, a forwarding address upon vacating the Premises. The Landlord agrees to return to the Tenant the security deposit, or whatever part has not been applied in payment of any tenant obligations under the Lease, within thirty (30) days after the expiration or any renewal of the Lease and delivery of possession of the Premises to the Landlord, whichever is last to occur. Any deductions from the security deposit shall be itemized and identified in writing by the Landlord during this same time period. This provision does not waive rights of the Landlord to seek damages in excess of the security deposit. The Tenants and Cosigners agree to reimburse the Landlord for any rent, fees, utilities due and/or damages exceeding the security deposit.

Tenant agrees to and consents to the final payment for water and sewer usage being deducted from the security deposit. A copy of the final paid invoice will be forwarded to the Tenant with the final disposition of the deposit.

**VI. KEYS.** The Tenant will be provided \_\_\_\_\_ apartment key(s) and \_\_\_\_\_ mailbox key(s). These keys may not be duplicated. There will be a \$ 75.00 re-keying charge for any of these keys not being returned upon vacating.

**VII. MOVE OUT NOTICE AND RENEWAL.** Unless another Lease is signed by the parties hereto or unless written notice of termination is given by one party to the other at least sixty (60) days before expiration of the Lease, the Lease shall be automatically renewed on a two (2) month to two (2) month basis. At the expiration of the original term of the Lease, Landlord may adjust the rental amount to the current market rate. Landlord agrees to provide Resident in writing, any such adjusted rental amount sixty (60) days prior to the adjusted rate. The adjusted rental rate will become effective the first day of the month following the end of the original lease term or renewal term. **Verbal notice is not sufficient.**

**Or**

**VII. (A)** If this section has been initialed by the parties, the term of this lease is identified in paragraph II and is not self-renewing. IF you plan to renew your lease under this section for the next school year you must notify the landlord in writing of your intent by November 15th. This will allow the landlord to market the property for the next school term that begins August 1st.

\_\_\_\_\_  
Tenant Initials

\_\_\_\_\_  
Landlord Initials

**VIII. ABANDONMENT OF PROPERTY.** We or law officers may remove all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you abandoned the apartment.

You have abandoned the property when: (1) move -out date has passed and no one is living in the apartment in our reasonable judgment; or (2) you have turned in keys and/or pass cards or provided us with a written forwarding address or new address; or (3) everyone appears to have moved out in our reasonable judgment; and (4) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment, or (5) you have been in default for non-payment of rent for five (5) consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (6) you have not responded for two (2) days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned.

Surrender, abandonment, and judicial eviction end your rights of possession for all purposes and give us the immediate right to: clean up, make repairs in, and re-let the apartment; determine any security deposit deductions; and remove property left in the apartment. Under Ohio Law, if a Tenant abandons the Premises or is evicted during the term of this Lease, the Tenant's liability to pay rent continues unit the expiration of the Lease term or until the Premises are re-let.

**IX. UTILITIES.** The Tenant shall pay for electricity, gas, and water, sewage and storm water charges. Water, sewage, and storm water charges will be billed to Tenant by Guardian Power and Water beginning in the month of October of the calendar year of this lease. Allocation methods for billing of water and sewer, together with additional terms for the same, can be found in the attached Utility Addendum. The per person water/sewer charges must be paid with your monthly rental obligations, or the payment will be considered late. Water and sewage charges are considered a part of your rent. Failure to pay any utility bill is a material and substantial breach of the lease and Landlord may exercise all remedies available under the lease, up to an including eviction for non-payment. Tenant agrees to place all utilities for which they are responsible in their names prior to receiving occupancy of the Premises. The Tenant agrees to pay all other utilities, related deposits and charges on the Tenant's utility bills. The Tenant shall not allow utilities, other than cable TV, to be disconnected by and mean (including non-payment of bill) until the end of the Lease term or renewal period. The Tenant agrees to reimburse the Landlord for any utility bills paid by the Landlord during the Tenant's responsibility to the Lease within two (2) working days of receiving demand for payment from the Landlord. Utilities shall be used only for normal household purposes and not wasted.

You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay the charges under the lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing the utility service in the amount of \$50.00.

We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.

You agree not to tamper with, adjust, or disconnect any sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease.

**X. PETS.** No pets may be brought onto any part of the Premises at any time (including visiting pets) except at the expressed written consent of the management as contained in a separate pet agreement, made part of this Lease, and all applicable fees and charges are paid. This policy is at the sole discretion of the Landlord. In the event that any unauthorized pets are found in or on the premises, an immediate eviction notice will be served at which time Tenant will have three (3) days to permanently remove the animal or said eviction will be initiated. If a pet has been in the apartment at any time during the Tenant's term of occupancy (with or without the Landlord's consent), a charge may be made for defleaing, deodorizing, and/or shampooing, and/or other damages occasioned by the pet. Rottweiler's and Pit Bulls breeds of dogs are prohibited. This applies to pure bred and mixed breed dogs that have similar physical and behavioral characteristics or lineage.

Tenant acknowledges and consents that any pet privilege fee that may be assessed by Landlord is for the privilege of having a pet and is not in any way additional deposit pursuant to Ohio Revised Code § 5321.16.

**XI. INSURANCE.** Tenant will be responsible for insuring all of the Tenant's personal property within the Premises. Therefore, it is strongly recommended that the Tenant purchase a Renter's Insurance policy, and the Tenant hereby relieves the Landlord of all risk that can be insured thereunder.

**XII. USE AND ASSIGNMENT/SUBLETTING.** The Tenant agrees that the Premises shall be used only as a dwelling unit and for no other purpose; nor shall Premises or any part thereof be sublet or assigned, nor shall the number or name of occupants be increased or changed, without written consent of the Landlord. Tenant acknowledges that Landlord will incur administrative expenses by virtue of any assignment or sublease, Tenant acknowledges that Tenant will be required to pay an administrative fee (\$250) for any assignment or sublease during the lease term.

**XIII. TENANT'S DUTIES:** The Tenant shall:

- A. Keep the Premises that he/she occupies and uses safe and sanitary;
- B. Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the landlord;
- C. Keep all plumbing fixtures in the premises or used by the Tenant as clean as their condition permits;
- D. Use and operate all electrical and plumbing fixtures properly;
- E. Comply with the requirements on Tenants by all applicable state and local housing, health and safety codes;
- F. Personally refrain, and forbid any other person who is on the Premises with his/her permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or, other part of the Premises;
- G. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord;
- H. Promptly notify the landlord of the need for repairs;
- I. Conduct him/herself and require other persons on Premises with his consent to conduct themselves in a manner that will not disturb his neighbors "peaceful enjoyment" of the Premises. Use good judgment and thoughtfulness for others in use of his/her apartment and not to commit or allow any nuisance;
- J. Not unreasonably withhold consent for the Landlord or his/her agents to enter the Premises;
- K. Conduct himself, and require persons in his household and persons on the Premises with his consent to conduct themselves, in connection with the Premises so as not to violate the prohibitions contained in Chapters 2925 and 3719 of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances;
- L. **Tenant shall regularly test all smoke detectors, supply electric current thereto (Battery or electric current if required by lease), and notify Landlord in writing of any mechanical failure, need for repair, or replacement.**
- M. Keep all grills not less than 10 feet away from the building.

**XIV. LANDLORD'S DUTIES:** The Landlord shall:

- A. Comply with the requirements of all applicable building, housing, health and safety codes that materially affect health and safety;
- B. Make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and habitable condition;

- C. Keep all common areas of the Premises in a safe and sanitary condition;
- D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air-conditioning fixtures and appliances, and elevators, supplied, or required to be supplied by the Landlord;
- E. Provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal;
- F. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at all times, except where the building that includes the Premises is not required by law to be equipped for that purpose, or the Premises is so constructed that the heat or the hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection;
- G. Except in the case of emergency, or if it is impractical to do so, give the Tenant at least twenty-four (24) hours notice of his intent to enter and enter only at reasonable times;
- H. Not abuse the right of access as described in this Lease;
- I. Furnish and repair smoke detectors as required by law.

**XV. CONDITIONS OF PREMISES and ALTERATIONS.** The Tenant accepts the Premises "**in good condition**", except for conditions materially affecting health or safety of ordinary persons, and except as otherwise indicated on the inventory and condition form described below, the Landlord makes no implied warranties. Within forty-eight (48) hours after move-in, the Tenant shall note all defects or damages and email it to the Landlord's agent; otherwise the Premises shall be presumed to be in clean, safe and good working condition. The Tenant shall use customary diligence in care of the apartment and common areas. Whenever damage is caused by the Tenants, the Tenant's guests, or occupants due to carelessness, misuse, neglect, or failure to notify the Landlord of any need for repairs, the Tenant agrees to pay (1) the cost of all repairs and do so within thirty (30) days after receipt of the Landlord's demand for the repair charges; and (2) rent for the period the unit is damaged whether or not the unit is habitable. The Tenant may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Landlord's property except as authorized by the Landlord in writing. No holes or stickers are allowed inside or outside the apartment; however, a reasonable number of small nail holes for picture hanging are permitted. No water furniture, antennas, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or re-keying shall be permitted except by the Landlord's prior written consent. The Tenant shall not disable, disconnect, alter or remove the Landlord's property, including security devices, alarm systems, smoke detectors, appliances, furniture, and screens. When the Tenant moves in, the Landlord shall furnish light bulbs for fixtures furnished by the Landlord; thereafter, light bulbs of the same wattage shall be replaced at the Tenant's expense. When moving out, the Tenant shall surrender the Premises in the same condition as when received, reasonable wear expected.

The Landlord is not required to rebuild or restore the premises if said premises became uninhabitable by reason of fire or other casualty caused by the negligence of the Tenants, Tenants' guests, or occupants.

**XVI. WHEN THE LANDLORD MAY ENTER.** The Landlord or the Landlord's representatives may peacefully enter the Premises during reasonable times for the purposes listed below, provided the Tenant or the Tenant's guests are present. If no one is in the Premises, and request has been made for repair and/or entry by the Tenant, the Landlord, or the Landlord's agents may enter peacefully and at reasonable times by duplicate or master key. If the Landlord requests entry, a written notice shall be given to the Tenant twenty-four (24) hours prior to entry. The Landlord reserves the right to enter the Premises without notice in case of emergency. The Landlord reserves the right to enter by other means if locks have been changed in violation of the Lease.

Such entry may be for: repairs, estimating repair or refurbishing costs; pest control; preventive maintenance; filter changes; testing or replacing smoke detectors; retrieving unreturned tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, security devices or alarm systems; removing or re-keying unauthorized security devices or unauthorized alarm systems; removing health or safety hazards (including hazardous materials); inspections when imminent danger to person or property is reasonably suspected; entry by a law enforcement officer with search warrant or arrest warrant; showing apartment to prospective tenants (after vacating notice has been given); or insurance agents; or other valid business purposes.

**XVII. NON-LIABILITY.** The Tenant acknowledges that any security measures provided by the Landlord shall not be treated by the Tenant as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Tenant, the Tenant's 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. The Landlord shall not be liable to the Tenant, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, and interruption of utilities unless caused by the Landlord's negligence. The Landlord has no duty to remove ice, sleet, or snow; but the Landlord may do so in whole or in part, with or without notice. If the Landlord's employees are requested to render services not contemplated in the Lease, the Tenant shall hold the Landlord harmless from all liability for same.

**XVIII. LEASE COMPLIANCE.** The Landlord at all times has the right to require compliance with all covenants, terms and conditions of the Lease, notwithstanding any conduct or custom on the Landlord's or the Tenant's part in refraining from so doing at any time. Waiver at any time of any breach or condition of the Lease shall not constitute or become a waiver of any subsequent breach, or change any condition of the Lease. The Rules and Regulations are an attachment to the Lease and become a part of the Lease. The Rules were designed with all the Tenant's safety and comfort in mind. Rules and Regulations may be modified at any time by Landlord. Please read the Rules and Regulations. Violation of these Rules is a breach of your Lease.

**XIX. DEFAULT BY THE TENANT.** In the event the Tenant is in default of any of the terms or obligations of the Lease, violates and/ or fails to comply with any of the covenants, terms, or conditions of the Lease, or any community policies/ Rules and Regulations herein or hereafter adopted by the Landlord, said default shall constitute grounds for termination of the Lease and/or eviction by the Landlord. It is expressly understood and agreed that the Tenant shall be and remain liable for any deficiency in rent until the Lease expires or until such time as in the interim, the Premises are leased by another acceptable tenant. The Tenant shall also be and remain liable for any expense incidental to re-letting, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which the Landlord has sustained by virtue of the Tenant's use and occupancy of the Premises or default under the Lease.

