

LEASE AGREEMENT

THIS LEASE made and executed on the _____ day of _____, by and between a one of a family of companies doing business as KRAUSE RENTAL PROPERTIES (Landlord) and the following named individuals (Tenants),

Premises located at, _____, Athens, Ohio 45701.

_____ Social Security # _____
Name

All rental payments must be mailed to: **Krause Rental Properties, 6 South Court Street, Athens, Ohio 45701** and must not be post marked any later then due date. Payments may also be made on-line thru the Landlord's website. All payments must include house # and payment period. Phone number for maintenance: 740-589-5477.

1. Term: The term of this lease shall be commencing _____, at 11:00 am and end on _____, at 3:00 pm. In the event that tenants have not vacated the premises by said 3:00 PM they shall be assessed a fee of \$50.00 per hour until such time as the premises are vacated. Landlord will exercise its best efforts to deliver the premises on the commencement date of the lease term, but will not be liable to Tenants for any damages as a result of late delivery other than a proration of the rent to the date upon which delivery actually occurs.

1. **RENT:** Tenants shall pay Landlord as rent for the premises during the term of this lease the sum of \$ _____. Said rent shall be payable pursuant to the Rent Schedule which is a part of this Lease.

Rents will be considered as paid on the date they are actually received by the Landlord. Tenants will pay a late charge equal to 5% of the rental payment due to Landlord. Payments that are more than 10 days late will be assessed a Delinquency Charge of \$100 in addition to the 5% Late Fee. After said 10 days, in addition thereto, interest shall accrue at the rate of 15% thereafter. There shall also be a return check handling fee of \$50, in addition to all of the previously described charges which shall also apply. As to the Delinquency Charge, the parties acknowledge that this is part of liquidated damages since the exact amount of damages as a result of late payment is uncertain and difficult to prove and this is a reasonable solution.

THE FAILURE TO TIMELY PAY A RENTAL PAYMENT AS SET FORTH IN THIS LEASE SHALL BE GROUNDS FOR THE TERMINATION OF THIS LEASE. LANDLORD SHALL BE ENTITLED TO EVICT TENANTS AND COLLECT ALL REMAINING RENTAL PAYMENTS, OTHER CHARGES, FEES, COSTS AND DAMAGES ACCORDING TO THIS LEASE AND THE OHIO LAW FOR SUCH BREACH OF LEASE. TENANTS AND CO-SIGNERS/GUARANTORS OF THIS LEASE ARE JOINTLY AND SEVERALLY (INDIVIDUALLY) LIABLE. THE FAILURE OF THE LANDLORD TO ENFORCE ANY OF THE ABOVE PROVISIONS IN ANY GIVEN PERIOD SHALL NOT CONSTITUTE A WAIVER OF ANY REMEDY AFFORDED TO LANDLORD OR TO COLLECT SAID CHARGES AT A LATER DATE.

3. **Security Deposit:** Tenants agree to pay a security deposit of \$ _____ .00 to the Landlord (per rental unit not per person). This deposit shall be held by Landlord as security for the payment of all rent and other amounts due from Tenants to Landlord as well as for the faithful compliance by Tenants of the covenants and obligations contained in this Lease. The Security Deposit, if necessary, shall be kept by Landlord in whole or in part for cleaning, repairing, unpaid utilities, unpaid rents, trash hauling or replacement of any furniture or parts of the premises (after vacating by Tenants) in accordance with the Schedule of Charges attached to this Lease and made a part hereof. Security Deposits may *never* be used by Tenants as rent. Should Tenant fail to make any rental payments due prior to the Lease commencement date, the Lease is cancelled at the option of the Landlord and the Security Deposit is forfeited as damages.

Landlord shall return Tenants' Security Deposit, together with an itemized statement of deductions, if any, within 30 days after the occurrence of the following 3 events:

1. Termination of the Lease
2. Tenants' delivery of possession to Landlord (including keys) and
3. Landlord's receipt of Tenants' forwarding address.

4. **Utilities.** Tenants shall, as additional rent, be responsible for all utilities used at the aforesaid premises. Tenants shall pay said utilities on a monthly basis and must change accounts over to their names within 3 days before the first day of this Lease regardless of whether Tenants have entered into occupancy. If Tenants do not transfer utilities over within said time period, a \$20.00 per day penalty will be assessed. Any unpaid utilities shall be charged a \$50.00 a day penalty.

5. **Rules and Regulations.** Tenants shall not alter or paint any of the aforesaid premises. Tenants shall not put any holes in walls for posters, pictures, etc. Carpets, walls, kitchen fixtures, stoves, dishwasher, refrigerators, washers, dryers, windows, ceilings and any other objects found in rooms, hallways and stairways shall be kept clean and sanitary at all times. Tenants shall remove all trash and rubbish from said premises on a weekly basis and shall keep the premises free of debris. Tenants shall not damage the plaster, wallpaper, wood or surface covering of the walls, doors, windows, appliances and furniture by nailing or gluing. **There shall be no pets of any kind.** There shall be no major appliance such as electric ovens, refrigerators, air-conditioning units or heaters in the rooms without the Landlord's written consent. These are in addition to the Rules and Regulations attached to this Lease.

6. **Use.** Tenants agree to use the leased premises as a personal residence and shall not assign

this lease or sublet the leased premises or any portion thereof without the prior written consent of the Landlord. The above named Tenants are the only people to reside in the aforesaid premises. Tenants acknowledge and agree that the premises is a 1 bedroom dwelling and that the Tenants are permitted to have a total of not more than 1 occupant residing in the rental unit. If any one Tenant moves out, the remaining tenants will be responsible for the entire lease term rent and utilities. If all the tenants move out of the premises, they will be responsible for the entire rent and utilities until the date the Lease expires.

7. **Liabilities.** Tenants agree that the Landlord shall not be liable for theft, destruction, loss, damage or personal injury occurring in or around the premises or elsewhere on the Landlord's property regardless of cause. Tenants shall be liable for any pipe damage by draining food, grease, sanitary napkins, or other foreign objects and for pipe freezing due to low temperature settings during the duration of this lease. Temperature must be set at a minimum of 64 degrees F during cold weather.

8. **Smoke Detectors, Extinguishers, Fire Safety.** Tenants acknowledge that rental unit is equipped with smoke detectors in each bedroom and each floor level. Rental unit is equipped with fire extinguisher. If Tenants destroy or tamper with any safety device, tenants will be subject to a penalty per incident.

9. **Tenant Responsibilities.** Tenants are fully responsible for rental unit upon the first day of the beginning of the Lease. Tenants are responsible for deep cleaning upon move in of rental unit, removal of dog waste, if any, in yard, mold removal and any other cleaning of related items. Tenants are responsible of snow removal, salt and shoveling of driveways and sidewalks and keeping trash picked up outside.

Tenants agree to let prospective future tenants view premises with 24 hour notice by Landlord or, if acceptable to tenants, without advanced notice. Tenants shall be responsible for cleaning unit prior to any such showing to make the unit reasonably presentable. If unit is not clean, Landlord's staff will clean the unit at tenants' expense at the rate of \$35.00 per hour or part thereof. Tenants shall pay for all repairs to the premises and appliances that are necessary as a result of Tenants' negligence or abuse, and the cost of said repair shall be paid by Tenant within 7 days of the date Tenants receive an invoice or bill form Landlord.

10. **Remedies for Default.** It tenants shall fail to pay rent or any other sum due to Landlord within 5 days after it shall become due or shall default in any other provision of this Lease, or shall abandon the premises, Landlord in addition to all other remedies provided by law, may void and terminate this Lease, immediately re-enter and resume possession of the premises as is the Landlord's right prior to the execution of this Lease.

IN THE EVENT OF SAID DEFAULT BY TENANTS, ALL RENTAL INSTALLMENTS FOR THE REMAINDER OF THE TERM OF THIS LEASE SHALL BE ACCELERATED AND SHALL IMMEDIATELY BECOME DUE AND PAYABLE WITHOUT FURTHER NOTICE OR DEMAND. SAID NOTICE AND/OR DEMAND BEING HEREBY EXPRESSLY WAIVED BY TENANTS. IN ADDITION, TENANTS SHALL BE RESPONSIBLE FOR PAYMENT OF LANDLORD'S ATTORNEY FEES

AND COSTS INCURRED IN CONNECTION WITH THE ENFORCEMENT AND/OR COLLECTION OF ALL MATTERS IN CONNECTION HEREWITH.

11. **Condition of Property.** Tenants have inspected the property and found that there are no broken windows, that no painting is needed, carpets are free of stains and burns, and all property is clean and in good condition. Tenants accept the property in its present condition. Tenants agree that no further improvements are needed to the premises, either inside or outside.

Damage or Required Maintenance between execution of lease and beginning of the Lease Term, should this occur, Landlord will make the needed repairs either before the beginning of Lease Term or during said term. Tenants are to advise Landlord of this situation in writing not later than two days after occupancy commences. Repair work, painting or other move in requests are generally done during the months of June, July and August. Landlord's required repairs are limited to those required to be in compliance with the Athens City Code.

12. **Joint and Several (Individual) Liability.** Each Tenant under the terms of this Lease is jointly and severally (individually) liable to Landlord for the total rent due for the premises, together with any and all damages or other miscellaneous charges, including attorney fees and costs. If one or more of the tenants fails to pay rent, damages or any other miscellaneous charges, then any and all of the remaining tenants shall be responsible for the full amount. Tenants are responsible for any costs incurred or damages caused by their guests, invitees or any other individuals coming onto the property.

13. **Landlord's Right to Enter.** Tenants hereby permit Landlord, its agents, employees and any other designated individuals to enter the premises at all reasonable times and always after twelve hour notice for inspection, repair, improvement or showing. No notice shall be required, as permitted by law, for safety, emergency or health purposes.

14. **Contacting of Landlord.** Landlord may be reached by Tenant, Monday through Friday, by telephone at 740-589-5477. All maintenance requests will be dealt with in a timely fashion.

SCHEDULE OF LEASE RENTAL PAYMENTS
Lease Term

Date Due	Total Amount Due
At Signing Security Deposit:	\$ _____
04/01/2018	\$ _____
08/01/2018	\$ _____
11/01/2018	\$ _____
02/01/2019	\$ _____

SCHEDULE OF CHARGES

TENANTS RECEIVE YOUR ENTIRE DEPOSIT BACK WHEN YOUR LEASE EXPIRES

Below is a list provided at the time of signing your lease agreement. This is an effort to make you are aware of the cost of property damage. It will help you avoid these expenses at the end of your lease agreement and guide you to do what is necessary to get all your deposit back.

CLEANING (not completed by tenants)

Vacuum entire unit and/or clean floors	\$75
Stove top and /or oven	\$25-\$100
Kitchen cabinets and/or counter tops	\$20-\$75
Refrigerator	\$35-\$100
Kitchen and/or bathroom floor	\$30-\$50
Commode	\$25 per bathroom
Fumigate for fleas and/or other pests	\$200
Remove junk and debris	\$75 per hour plus dumpster fees
Remove cigarette filters/butts	\$2.00 per butt/filter
Carpet cleaning and/ or deodorizing	\$100-\$225
Bathtub or shower	\$50 per
Extensive cleaning	\$35 per hour/per cleaner

DAMAGES / MISSING ITEMS

Remove crayon/pencil/marker marks	\$30
Replace interior/exterior door	\$150-\$300 per door
Small/large nail hole repair	\$10-\$35 each
Replace sliding glass door	\$350
Replace towel bars	\$45 per bathroom
Replace smoke detectors	\$75 per detector
Replace Carbon Monoxide detectors	\$100 per detector
Replace fire extinguisher	\$100 each
Remove wallpaper	\$150
Fence replacement	\$55 per foot
Clear drain stoppage	\$175 - \$400
Replace thermostat	\$75
Replace faucets	\$70 per faucet
Replace bathroom mirror	\$50-\$75
Replace bathroom cabinet	\$100-\$300
Replace shower head	\$40 per shower head

Replace toilet	\$300
Replace counter top	\$250-\$450
Replace garbage disposer	\$125-\$175
Repair window pane	\$75-\$150 per pane
Replace tile/linoleum	\$300-\$500
Replace light bulb	\$7 per bulb
Light fixture globe	\$50 per globe
Light fixture	\$100-\$175 per
Electrical cover plate	\$5 per plate
Replace interior lockset	\$45 per lock
Replace master-keyed lockset and deadbolt	\$125 per set
Electrical outlet switch	\$10 per switch
Replace keys	\$25 per key
Replace oven knob	\$10 per knob & up
Replace window screen	\$50 per screen
Replace refrigerator shelf	\$50 per shelf
Replace refrigerator bar	\$50 per bar
Replace parking permits	\$150 each permit

RULES AND REGULATIONS

ATTACHMENT A RULES AND REGULATIONS

(Applicable to the premises rented by the attached lease)

1. The sidewalks, landings, entry passages, halls, and stairways shall not be obstructed by LESSEES or used by him/her/them for any purpose other than that of ingress and egress.
2. LESSEES and their invitees shall maintain order in the building and shall not make or permit any improper noises in the building or interfere in any way with other tenants or those having business with them.
3. Pianos, radios, television sets, phonographs, and other musical devices shall not be played at an unreasonable volume at any time, and shall not be played at a volume audible outside the leased premises between 11:00 p.m. and 7:00 a.m. No musical instruments shall be played for practice at any time and the giving of music lessons, vocal or instrumental, in the building is prohibited unless the consent of LESSOR shall first have been obtained.
4. LESSOR acknowledges LESSEES' right to have parties, or a large number of guests, provided that good order prevails, and that boisterous conduct will be avoided. Continued violations of this regulation will, at the option of the LESSOR, void this lease.
5. No play wagons, bicycles, or motorcycles, motorbikes, or other vehicles shall be allowed in the corridors, halls or elsewhere in the building and LESSOR reserves the rights to remove any and all objectionable items and nuisances, and the failure to remove them

promptly does not constitute a waiver of this rule.

6. **Dogs, cats and other pet animals or birds are strictly prohibited in this building.**
7. **Common areas, and skylights and windows that reflect or admit light into any common area of the building, shall not be obstructed by LESSEE. The bathroom facilities and other water apparatus shall not be used for any other purposes than those for which they were constructed, and no sweepings, rubbish, rags, ashes, or other substances shall be thrown therein. The repairs for any damages done to the bathroom facilities, the heating apparatus, or any other equipment from misuse shall be paid for by the LESSEE who caused it.**
8. **Nothing shall be thrown out windows, or doors, or down the light wells of the building.**
9. **All LESSEES and occupants must observe strict care not to leave their windows open when it rains or snows, and for any default shall make good any injuries sustained by other tenants, or by LESSOR, through damage to paint, plastering, or other parts of the building.**
10. **No LESSEE shall do or permit anything to be done in the premises, or bring or keep anything therein, that shall in any way increase the rate of fire insurance on the leased premises, or bring or keep anything therein that will interfere with the rights of other tenants, or in any way injury or annoy them, or conflict with the laws relating to fires, or with the regulations of the fire department, or with any insurance policy on the building or any part thereof, or the rules and ordinances of the board of health.**
11. **No painting shall be done, no alternations shall be made to any part of the building by putting up or changing any partition or partitions, door or doors, window -or windows, and no nailing, boring or screwing into the woodwork or plastering shall be done, without the consent of LESSOR.**
12. **All glass, locks, and trimmings in or on the doors and windows of the building shall be kept whole, and whenever any part thereof shall be broken, the same immediately shall be replaced or repaired and put in order under the direction and to the satisfaction of LESSOR, and shall be left whole and in good repair, in the same number and kind, and locks shall have the same kind of keys as received by LESSEES on entering into possession of any part of the building or during his tenancy.**
13. **No additional locks may be put on any door without the consent of LESSOR, and any and all locks placed on any door shall become the property of LESSOR.**
14. **LESSEES must return all keys at the end of the term.**
15. **No janitorial service other than providing for garbage "pick up" by hauler contract is provided by LESSOR.**
16. **All garbage for "pick up" is to be sanitarily contained in bags and placed timely into the two trash receptacles provided and placed in front of building at specified (to be given at time of occupancy) evenings for early morning pick up by hauler.**
17. **The roof is "off limits" to occupants and their guests. This means no parties, "cook outs" or sun bathing on the roof and no items such as chairs or bicycles are to be stored or placed on the roof for any reasons. This regulation is for the safety of the occupants and their guests, and to prevent damage to the roof which could cause loss and/or**

inconvenience to the first floor commercial tenants and their invitees.

18. LESSEES are to refrain from tampering with any of the basic systems of the building, these include the electric, plumbing, and heating systems, and the master fire alarm system. Damages brought on by the actions of a tenant or tenants shall be billed back to the identified parties and if they cannot be ascertained with specificity then to the LESSEES in the apartment(s) where the tampering damage was sustained.

19. LESSOR has advised all LESSEES to obtain Renter's Insurance covering property damages and liability and also for personal property coverage. LESSOR, its agent and employees shall not be liable for any injuries or damages arising out of premises.

20. Should a LESSEE hold over after the termination date of the lease, it shall be treated as a tenancy at will and LESSEE shall be liable for Triple the monthly rental expense.

21. LESSOR has designated the premises as a "non-smoking area". No smoking is permitted on the property.

IN WITNESS WHEREOF, Landlord and Tenant(s) have executed this Lease in duplicate this _____ day of September , 2017.

LANDLORD

TENANT(S)

Joseph Krause
President
