

RENTAL AGREEMENT

I, _____, hereby agree to rent the following describe premises:

For \$_____ per month.

In consideration of said rental, the undersigned agrees as follows:

1. TERM

TO HAVE AND TO HOLD unto the tenant for a term of ____ year(s),
Commencing on the ____ day of _____, _____,
And ending on the ____ day of _____, _____,
Both dates inclusive for a sum of _____ dollars, payable in monthly amounts of \$_____, for a total of __ months.

2. PAYMENT OF RENT

a) To pay the monthly rent in advance, without demand, on the first of the month, at the following address:

Mike Hawk

661 Beechwood Drive

Tipp City, Ohio

Checks and money orders should be made payable to: **Mike Hawk**

b) Rent is due the 1st of every month. Any rent paid after the 1st is subject to a \$10.00 per day late fee, not to exceed 60 days.

c) In the event the tenant fails to pay the rent as provided herein, the landlord may result to all legal means to collect the rent, and the tenant agrees to pay all costs of eviction, special process servers, legal fees and any other related costs. Interest on any outstanding rent and / or penalties shall be at the rate of 18%.

d) In the event that the rent received is paid by check, and said check is returned for insufficient funds, the tenant shall be charged a \$30.00 penalty. The penalty fee and back rent must be paid before any further rent will be accepted.

e) The landlord reserves the right to refuse any late or partial payment of rent.

3. CONTACT INFORMATION

a) Office phone number: (937) 339 - 1039

b) E-mail: MikeHawkHomes@yahoo.com

Please call the office if there is an emergency, leave a message if there is no answer. Call or email the office to schedule maintenance, or if you have any questions.

Initials: _____

4. OPTION TO RENEW

The tenant shall have the right and "Option to Renew "and extend this agreement for an additional term of one year, commencing on the expiration of the primary term of this agreement. Said extended term shall be subject to all covenants, agreements, and provisions of this agreement, except that the rent during such extended term shall be in such amount as the parties shall mutually agree.

5. OCCUPANCY

Keys issued: _____

Garage door remotes: _____

a) Persons to occupy premises:

b) Tenant shall not allow the premises to be occupied by any persons not specified in the rental agreement. Nor shall the tenant be allowed to sublet all or any part of said apartment.

c) NO pets are allowed without prior written consent and the payment of any fees charged by Mike Hawk for pets. Any tenant found with pets in the premises is subject to eviction.

d) It is understood and agreed by tenant that upon taking possession of property, the premises were in good and satisfactory condition.

e) Should tenant stay beyond the term of this lease, the lease shall automatically renew on a month to month term which requires a thirty days notice of intent to vacate.

f) The landlord has the option to increase the rent after the initial lease expires.

g) The tenant agrees to follow all rules and regulations and any other rules and regulations adopted hereafter by Mike Hawk and the state of Ohio.

6. VEHICLES

a) Tenant shall be permitted one vehicle per adult occupant, which shall be registered by description and license number with the rental office.

Description of vehicle: _____

Description of vehicle: _____

Initials: _____

b) The tenant shall not block the drive or any other tenant's entrance or exit from the premises. Tenant shall not park by decks, patios, or block garages at any time. Visitors must park on the street.

c) Tenant shall not paint, repair, or otherwise maintain vehicles on the premises.

d) Any inoperable vehicle shall be removed from the property within five days of becoming inoperable.

e) Failure to follow these rules may result in the removal of the vehicle at the tenant's expense.

f) Tenant shall not be permitted to have boats, trailers, or recreational vehicles on the premises.

7. TENANT RULES & RESPONSIBILITIES

a) Tenant shall not place *anything* (rags, paper towels, diapers, floss) in the toilets or drains that may cause back-ups or stoppage.

b) Pictures may be hung using picture hanging kits. Any damages to walls, woodwork, or any other surface caused by excessive nails holes or adhesives will be taken from the deposit.

c) Tenant shall give prompt notice of any waters leaks, including ceilings and pipes.

d) Electrical and appliance failure should be turned in immediately. Any breaker that is frequently tripped should also be turned in to the office.

e) All light bulbs are the responsibility of the tenant to maintain and change upon vacating the unit.

f) Tenant shall keep the premises clean and orderly , and furthermore shall not permit any unsanitary conditions on the premises , including fire hazards , foul odors, and loud noises.

g) Tenant shall not cause or create any nuisance to residents or neighboring properties.

h) Tenant shall provide trashcans, to be kept clean with lids on, at all times.

i) Tenant shall not use the premises for any immoral or illegal purposes, whatsoever.

j) To maintain said apartment and any furnished appliances, furniture or equipment in good operating condition at all times. No alterations or additions to premises shall be made without prior written consent. Any such addition/improvement shall be made at the tenant's expense and becomes a part of the property. Any damages are at the tenant's expense.

k) It is recommended that all tenants purchase rental insurance. Any damage to personal property is the tenant's responsibility.

l) Tenant shall pay for all gas, water, and/or electrical charges assessed to the premises. Failure to maintain current paid status is grounds for eviction, and tenant hereby waives service in any proceedings to collect past due utility charges. Tenant shall immediately have any utilities transferred into their name upon taking possession of the property.

m) Tenant will provide a contact phone number (home, work, or cell number), for emergencies and maintenance issues, and keep said number updated at all times.

n) The landlord shall provide smoke detectors for the property. Tenant acknowledges that all smoke detectors are operable and agrees to test smoke detectors once per month. Any smoke detector found not working should be turned in immediately to the rental office for repair or replacement. Any smoke detector rendered inoperable by the tenant is grounds for eviction.

o) Tenants shall not cook with any type of grill or use any open flame within 10 feet of the building.

8. VACATING OF PROPERTY

a) Upon fulfillment of the terms of the lease agreement, tenant shall give thirty days notice of intent to vacate. Permission is given to the landlord and any agents of Mike Hawk to show the property to prospective tenants during this time. Permission is given to landlord and said agents to enter premises at reasonable times to examine and makes any repairs deemed necessary by the landlord.

b) To deliver said premises in as good and clean condition as they were delivered to the tenant.

c) Any repairs made by the tenant to the property shall be at the tenant's expense.

d) To surrender all keys, originals and copies, and garage remotes upon vacating the unit.

e) Upon vacating the unit, **THE LANDLORD WILL HAVE ALL CARPETS PROFESSIONALLY CLEANED.** The cleaning fees will come out of the tenant's security deposit.

f) Cleaning fees and repairs will be taken out of the security deposit.

Initials: _____

g) Tenant acknowledges that if he/she vacates the premises prior to the fulfillment of the lease agreement or “Renewal“ agreement, that the tenant shall be held responsible for the rent and utilities until the expiration of the agreement, or the unit is re-rented.

9. DEPOSIT

a) There is hereby deposited with the landlord the sum of \$_____, which shall be forfeited to the landlord in the following events:

b) If the premises are damaged by the tenants, or allowed to be damaged by others, the deposit shall be used to cover such damages. However, in extreme cases, further action may be taken against the tenant beyond said deposit.

c) And furthermore, the landlord, shall not be liable for any damages or loss, however caused, to the person or property of the tenant, regardless if such is due in part or whole to acts of/or negligence on the part of the landlord, his agents or servants, whether such acts be active or passive, that the tenant agrees to hold the landlord and his agents harmless against all such damage claims.

d) If the tenant vacates the premises prior to the expiration of the lease agreement or renewals.

e) The landlord has the right to hold the security deposit for a term of thirty days until all repairs and maintenance of property have been completely assessed for refund amount.

10. GOVERNING LAW

a) This agreement shall be interpreted to the laws of the state in which executed. Waiver of any provisions hereof by the landlord shall not be construed as a waiver of any subsequent breach.

11. FURNISHED APPLIANCES

a) Electric range, refrigerator, garbage disposal, dishwasher (all units)

b) Wall unit air conditioners, washer/dryer, and microwave range hood (where available)

12. ASSIGNMENT

a) The tenant shall not assign or sublet this lease without prior written consent of the landlord.

12. ACKNOWLEDGEMENT

I have read, initialed, understand, and received a copy of this rental agreement, which is the whole and only binding agreement between the landlord, his agents, and me.

Signed: _____ Date: _____
Tenant

Signed: _____ Date: _____
Tenant

Signed: _____ Date: _____
Property Manager