

# LEASE AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at Akron, Ohio, between G. Matthew Westfall as owner, or as agent for the owner, or his duly appointed authorized agents, Lessor, and the undersigned person/persons, hereinafter referred to as Lessee, witnesseth that:

The Lessee hereby offers to lease from the Lessor who, for and in consideration of the covenants and agreements hereinafter written, to be kept and performed by said Lessee, does hereby lease unto said Lessee, the premises situated in the City of Akron, County of Summit, State of Ohio, and described as:

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1. TERM: The parties hereto agree that the term of this lease shall commence on \_\_\_\_\_ and continue until 12:00 p.m., \_\_\_\_\_.
  2. RENT: The Lessee in consideration of the agreement does hereby covenant and agree to pay as a lease payment for the said premises, the sum of \$ \_\_\_\_\_ for the term, payable in twelve (12) equal installments, including a non-prorated final lease installment of \$ \_\_\_\_\_, due on the twentieth (20) of each month during the term, for the ensuing month, in a single check to: Matthew Westfall, 522 Carroll Street, Akron, Ohio 44304, or at such other place as may be designated by Lessor upon written notice to Lessee. Thus the first payment of (1/12) is due upon move-in, and each of the 11 subsequent payments of 1/12 are due on the 20<sup>th</sup> day of each month thereafter. The 12<sup>th</sup> and final lease installment due on July 20<sup>th</sup> is not prorated. (\_\_\_\_\_) initials In the event that any lease installment is not paid within five (5) days of the due date, the Lessee agrees to pay a ten percent (10%) late charge for that monthly installment. Lessee further agrees to pay a \$30.00 charge for each dishonored bank check plus all applicable late fees which apply until the check is honored by Lessor's bank and further agrees to pay all installments by certified funds after a check has been dishonored.
  3. MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Lessor and all Lessees whom have signed this document jointly and severally and each and every Lessee shall be fully liable for timely payment of all installments and for full performance of all other provisions of this agreement.
  4. UTILITIES: Lessor shall be responsible for the payment of all natural gas, payment of all electricity up to maximum of \$ \_\_\_\_\_ in any month, and payment of water, sewer and trash up to a maximum of \$ \_\_\_\_\_ in any month, except for: \_\_\_\_\_ which will be paid by the Lessee. It is agreed between Lessor and Lessee that in the case of individual bedroom leases, the aforementioned maximum payments of electricity and /or water sewer and trash shall apply to the entire house. Any excess utilities which are billed to the Lessee by the Lessor shall become integral with and due along with the next monthly lease installment. It is hereby mutually agreed that if the electricity is being paid by Lessor, no electric space heaters or air conditioning devices will be used upon the premises without prior consent of the Lessor. Lessee further agrees to remove any space heaters or air conditioning devices found upon the premises by the lessor immediately upon request and to pay a service charge of \$50.00 per apparatus for that calendar month or any part thereof in which these apparatuses are used. It is understood between the Lessor and Lessee that telephone, cable television and internet services are not utilities. It is agreed that the Lessor shall not be responsible for these services, installing outlets for them or for maintenance on existing outlets or wiring of these services.
  5. AUTHORIZATION OF INFORMATION: With the signing of the application and/or Lease, Applicant/Lessee hereby authorizes any utility company providing service to the premises to release all usage and account information to Lessor at any time Lessor requests such information and Applicant/Lessee also authorizes any past, current, or prospective employer to give Lessor full employment information, including but not limited to compensation. Applicant/Lessee/Guarantor also authorize the release of any credit information during the term of the lease or for the collection of any sums due under the lease.
  6. PETS AND WATER FILLED FURNITURE: It is hereby mutually agreed by Lessor and Lessee that no animals or water filled furniture shall be brought onto the premises. Lessee furthers agrees to remove any animal or water filled furniture found upon the premises by Lessor immediately upon request and to pay a pet charge of \$200.00 per animal for the month or partial month which animals are present until they are removed and to pay a service charge of \$100.00 for any month or partial month in which water filled furniture is present. **NO VISITING PETS** are allowed whatsoever and they shall be subject to the same charges.
  7. AUTOMOBILES: Lessee shall be allowed only one automobile per person at the premises. Lessee agrees that each automobile kept upon the premises will be currently licensed at all times. Lessee further agrees that Lessor may have automobiles that are not currently licensed towed from premises at Lessee's expense if not removed from premises within twenty-four hours of notice from Lessor. Lessee agrees that no automobiles will be washed upon the premises using the water from the premises. Vehicles must be registered with our office. Any unauthorized vehicle will be subject to tow at owners' expense.
  8. SUBLETTING AND ASSIGNMENT: It is agreed that Lessee shall not assign this agreement nor sublet any portion of the premises without prior written consent of Lessor. However, if Lessor consents to subletting the premises, Lessee hereby acknowledges lessee's continued obligation for the payment and full performance of all terms, covenants and conditions of this lease.

9. ENTRY AND INSPECTIONS: Lessee agrees to permit the Lessor to enter the premises at any time for emergencies, at reasonable times for the purpose of repair, and upon twenty-four hour notice for purpose of inspection or to show the premises to prospective Lessees or Lenders. Any request for maintenance by Lessee will be interpreted as permission to enter the premises.

10. INDEMNIFICATION: The parties agree that Lessee shall be responsible and liable for any damages or injury to the Lessee, or any guest of the Lessee, or any property of the Lessee, which occurs on the premises, or any part thereof. Lessee agrees to hold Lessor harmless for any claims to property of the Lessee or to the guest of Lessee. It is agreed between Lessor and Lessee that the Lessor shall not be responsible for damages from plumbing, gas, water, steam or other pipes or fixtures, or sewage, above, upon or about said premises or building, nor for any damage arising from acts or neglect of other occupants of the building. Lessee shall obtain personal property and liability insurance, at tenant's expense, to protect tenant's personal property and to indemnify Tenant against liability for injury to property or bodily injury to others.

11. DAMAGE AND DESTRUCTION: In case of damage or destruction, if the repair cannot be made within thirty days or if twenty percent of the building or more is destroyed, the premises shall be reconstructed at the option of Lessor and this Lease shall be terminated. Lessee agrees to pay for all damages or destruction caused by Lessee or Lessee's invitees or guest.

12. WAIVER: No failure of Lessor to enforce any of the provisions set forth in this agreement shall be deemed a waiver of that provision or of any other provisions of this agreement, nor shall acceptance of a partial Lease Installment be deemed a waiver of Lessor's rights to full amount thereof.

13. SEVERABILITY: Wherever possible each provision of this agreement shall be interpreted in such manner as to be effective and valid under Ohio Law. If any provision of this agreement shall be found invalid under Ohio Law, such provision shall be ineffective only to the extent of such invalidity. The remainder of this agreement shall continue in full force and effect.

14. FAIR HOUSING: Tenant agrees to abide by the Fair Housing Act and agrees to refrain from any discriminating against co-tenants in any manner. Failure to abide by this agreement will be a breach of this lease.

15. USE AND OCCUPANCY: Lessee hereby agrees that the premises will be used for residential purposes only and only by the undersigned Lessee or an assignee who has been properly approved by Lessor. Lessee 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. Lessee also agrees that said premises shall be used and occupied in a safe, careful and proper manner and will not bring any foreign substance onto the premises or occupy the premises in any manner which may be considered hazardous by Local Authorities, Lessor or an insurance company insuring said premises. Lessee agrees not to use the premises in any unusual manner which disturbs or annoys joint Lessees of said building or disturbs neighborhood. Lessee agrees to keep the surrounding grounds clear of rubbish and refuse which may appear from time to time. Lessee agrees that all cooking shall be done only in the kitchen and nowhere else within the premises or on porches or other exterior appurtenances. Lessee agrees that they will exit windows of the premise for emergency purposes only and will not enter onto sections of the roof or fire escapes except in case of emergency. Lessee agrees to pay an inspection charge of \$100.00 if found on any section of the roof or fire escape and further agrees to pay for any damages to the roof or fire escape found in said inspection. Lessee agrees to reimburse Lessor for the cost of freeing any sewer stoppages which occur during the term of this lease, except within the first thirty days of taking possession of the premises. Lessee agrees to reimburse Lessor for the cost of replacing any broken glass on the premises during the term of this lease. In the case of individual bedroom leases, each Lessee agrees to be responsible for a proportionate share of damage to shared areas unless the responsible party can be ascertained. A refrigerator has been provided and will be maintained by Lessor for the convenience of the Lessee; however, Lessor assumes no responsibility for lost food due to failure of said refrigerator during the term of this lease. If a washing machine or dryer has been provided for the convenience of Lessee, Lessor assumes no responsibility for damaged clothes from the use of said machines. Lessee shall be responsible for providing window coverings in bedrooms and Lessor shall provide blinds or curtains for windows in shared areas of the premises, excluding basement windows. This lease is for an unfurnished premises. No banners or exterior signage, lighting, etc., shall be allowed on premises whatsoever.

16. MAINTENANCE AND ALTERATIONS: Lessee has examined and knows the condition of the premises and hereby acknowledges that the same are in good order and repair and no representations as to the conditions or repair thereof have been made by Lessor prior to the execution of this lease that are not herein itemized or Lessor is notified in writing received by Lessor within seven (7) days of Lessee receiving the keys to the premises. Lessee agrees that no painting, papering or any alterations whatsoever shall be made to the premises. Lessee agrees that no additional lock or fastening devices shall be placed on any door and that Lessee will not alter any existing lock so as to limit access by Lessor.

17. LOCKOUTS: Lessee agrees to pay Lessor \$75.00 for sending personnel to the premises in cases of Lessee locking himself out.

18. SMOKE DETECTORS AND FIRE EXTINGUISHERS: Lessee acknowledges that all smoke detectors at the premises have had new batteries installed at the beginning of this term. Should any replacement of batteries become necessary during the term of this lease, Lessor agrees to do so immediately upon notification by Lessee. The Lessee agrees to notify Lessor should any maintenance become necessary. The Lessee agrees to assume all liability for harm due to failure to report needed maintenance or if Lessee tampers with smoke detectors in any way. Lessee agrees to pay a charge of \$75.00 per smoke detector if smoke detectors are found without batteries or if detectors have been removed. Lessee agrees to pay a charge of \$75.00 when a fire extinguisher has been discharged or has had the seal broken without the presence of fire. Further, the Lessee agrees that any tampering with the smoke detectors or fire extinguishers may be considered a material breach of this agreement.

19. **LAWN CARE AND SNOW REMOVAL:** It is agreed that Lessor shall be responsible for maintaining all trees and shrubs on the property and for the lawn care. Lessee agrees to be responsible for all snow removal during the term of this agreement.
20. **DEFAULT:** Lessee agrees that if default is made in the payment of any of the above installments, or any part thereof, or in any of the covenants herein contained to be kept by Lessee, Lessor may at any time thereafter at his election declare said Lease terminated and reenter the premises or any part thereof with proper process of law. Lessee agrees that if they are removed by process of law or abandons or vacates said premises at any time during the term of this agreement, Lessor may re-let the premises for such rent and upon such terms as he may see fit; and if sufficient amount shall not thus be realized, after paying the expenses of such re-letting and collection, to satisfy Lessee's obligation, the Lessee agrees to satisfy and pay all deficiencies. Lessee agrees that any personal property left upon the premises upon termination of this agreement in any way shall be considered abandoned and may be disposed of by Lessor. Lessee agrees that Lessor does not have any liability to store or maintain any personal property abandoned on the premises and Lessee waives any claims to which he may have against Lessor for disposition of personal property abandoned upon premises.
21. **HOLDING OVER:** Lessee agrees that if he 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 tenth of the normal monthly installment. Lessee further agrees to pay Lessor for all damages sustained by him resulting from retention of possession by Lessee.
22. **SECURITY DEPOSIT:** Lessee agrees to deposit with Lessor the required security deposit as security for performance of all covenants and agreements of this Lease. Lessor agrees to return this sum to Lessee within thirty (30) days after the end of the lease term, less any amount due to Lessor for non-compliance of any covenants or agreements contained herein. Lessee agrees that he does not have the right to apply the security deposit toward payment of any lease installment. Lessee agrees to, within five (5) days' notice from Lessor, restore any funds drawn from the security deposit to repair damages caused by Lessee during this term. It is agreed that failure to restore the security deposit within five (5) days may be considered a material breach of this Lease.
23. **CLEANING:** As consideration of this agreement, Lessee agrees to have all carpets professionally power scrubbed or steam cleaned prior to being cleaned at the termination of this agreement and further authorizes Lessor to do the same should Lessee fail to perform. Lessee further agrees that if the premises are not left in a clean and orderly condition, Lessee will pay \$25.00 per hour to Lessor for cleaning and/ or trash removal. In the case of individual bedroom leases in a house, the Lessee agrees to pay his proportional share of any cleaning which is needed in the shared areas of the premises. (initials)
24. **LEAD PAINT:** Housing built before 1978 may contain lead based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. This dwelling was built prior to 1978 and the lessor hereby notifies Lessee that lead paint may be present upon the premises. A federally approved pamphlet on lead paint poisoning prevention is available for Lessee upon request.
25. **GUEST AND SOCIAL GATHERINGS:** Guest and social gatherings shall be limited to no more than 15 persons at any time. At no time shall a gathering interfere with a neighbor's peaceable enjoyment of their property. Any violation of this agreement will be considered a material breach of this contract. Any and all cost either directly or indirectly by violation of this condition shall be passed directly on to all tenants and guarantors.
26. **RELEASE OF INFORMATION:** Lessee hereby authorizes the release to Lessor of any information pertaining to credit history or references given to Lessor and authorizes Lessor's access to such information as part of the application process and for the collection of any sums due herein, whether or not the lease term(s) has expired. If Lessor does not accept the Lessee's offer contained in the Agreement within seven (7) days, the Lessor shall refund the total deposit received by Lessor from Lessee.
27. **BEDBUGS:** Lessee has inspected the premises as set forth herein, and warrants that the premises are free of bed bugs. It is understood between Lessor and Lessee that extermination of any bedbugs brought onto the premises shall be the responsibility of the Lessee. Lessor shall aid the Lessee with contracting and scheduling of contractor for the extermination, but the financial responsibility of said extermination shall be the sole responsibility of the Lessee.
28. **SMOKING:** This clause pertains to houses converted to multi-units that are served by a single furnace. Due to the return air being shared, it is agreed by Lessor and Lessee that no smoking whatsoever shall be allowed within the premises.

Time is of essence in this agreement 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 University of Akron. Lessee agrees that they shall pay for all cost of re-leasing the premises unless all of the following are met:

1. All Lessees have executed this agreement within seven (7) days of the date of this lease.
2. All parental guarantees are executed and returned within seven (7) days of the date of this lease.

See the attached guarantee(s) marked Exhibit(s) \_\_\_\_\_ which is (are) attached hereto and incorporated herein by reference, as if fully rewritten herein.

This agreement shall be voidable at the option of the Lessor if the Lessee fails to perform "1" and "2" above within the allotted periods. Lessee hereby agrees that if he/she fails to take physical possession at the beginning of the term for any reason, that Lessee will pay all costs related

to the re-letting of the premises and further agrees to pay for any deficiencies incurred by Lessor arising from having to re-let the premises in an "off-seasonal" time as related to the University of Akron dormitory leasing.

ADDITIONAL CONDITIONS \_\_\_\_\_

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may only be modified by writing signed by all parties hereto.

Matthew Westfall  
522 Carroll Street, Akron, Ohio 44304  
330-535-0099

Owners Agent \_\_\_\_\_ DATE \_\_\_\_\_

**EXHIBIT A**

Tenants Name \_\_\_\_\_

Home address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tenants cell phone \_\_\_\_\_

Parents cell phone \_\_\_\_\_

Tenants email \_\_\_\_\_

Signature \_\_\_\_\_

S.S. # \_\_\_\_\_

**EXHIBIT B**

Tenants Name \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tenants cell phone \_\_\_\_\_

Parents cell phone \_\_\_\_\_

Tenants Email \_\_\_\_\_

Signature \_\_\_\_\_

S.S. # \_\_\_\_\_

**EXHIBIT C**

Tenants Name \_\_\_\_\_

Home address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tenants cell phone \_\_\_\_\_

Parents cell phone \_\_\_\_\_

Tenants email \_\_\_\_\_

Signature \_\_\_\_\_

S.S. # \_\_\_\_\_

**EXHIBIT D**

Tenants Name \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tenants cell phone \_\_\_\_\_

Parents cell phone \_\_\_\_\_

Tenants Email \_\_\_\_\_

Signature \_\_\_\_\_

S.S. # \_\_\_\_\_