

LEASE AGREEMENT



In consideration of their mutual promises: «OwnerName», "OWNER", and **Mak Gregor Management**, "LANDLORD", whose address is 6601 N. Main St. Dayton, Ohio 45415 and «TenantName», "TENANT" do hereby agree as follows:

1. Premises. The landlord leases to the tenant the premises described as: Unit Type: «UnitSize» Address: «UnitAddress», Incl.: Hdwd/Carpet/and/or/Linoleum/Range/Ref.

Term and Renewal. The term of this lease shall commence on: «LeaseBegin» (Signing Date: «CurrentDate»)

And subject to the renewal provisions, will terminate on: «LeaseEnd»

If the tenant remains in possession of the leased property after the expiration of the original term of this agreement, such possession shall be as a month to month tenant under the same terms and conditions of this agreement, except that the landlord may increase the amount of rent to be paid upon (30) days prior written notice to tenant. The month to month tenancy may be terminated by either party at the end of any month, upon receipt by the landlord of a (30) day written notice from the tenant on the (1st) of the month prior to move out with full last months' rent.

3. Rent. The tenant will pay as rent the sum of (\$«YearRent») for the term of the lease

Payable in monthly installments of (\$«OnTimeRent») when paid on time, between the 1 st and the 5 th
When paying after the 5 th , pay (\$«AfterFirstRent») which includes a late fee of \$60
When paying after the 8 th , pay (\$«AfterFifthRent») which includes an additional late fee of \$60.00

- **Eviction notices will be issued on the eighth (8th) of the month to all tenants who have not paid.**
- **Checks will not be accepted for rental payment after the 5th of the month, on-line payments, money order or certified funds only.**
- **If a check is returned dishonored there will be a fee of \$60.00, checks will not be accepted for 6 months, and late fees will be charged**
- **Do not mail your rent after the 5th of the month; bring it to our office or pay on-line to avoid further late fees.**

Except for the first rental installment, which shall be prorated and paid within 10 days of the signing of this lease or 10 days from date unit is made ready for occupancy, the rent will be considered on time if paid between the 1st and the 5th of each month. Once an eviction notice has been issued it is the landlord's option not to accept the tenants rent. The landlord may increase the rent during the term of the lease to reflect any increase in occupancy number, utilities, taxes and/or assessments.

4. Utilities. The tenant will pay for all utilities except: «UTByLLord»

5. Security Deposit. The tenant shall deposit with the landlord the sum of (\$«Deposit») to secure the performance of this agreement. If such deposit exceeds one month's rent the land shall annually pay interest equal to the prevailing rate on such excess amount only. If the tenant fails to perform the terms of this agreement the landlord will apply the amount of security deposit against any money due and tenant shall be additionally liable to landlord for payment of all damages resulting from tenants failure to perform the terms of this agreement to the extent that such damages exceed the security deposited, further the tenant will be charged rent for the unit until it is re-rented or their lease expires whichever comes first. Within 30 days after a tenant has vacated a unit either at the end of the lease with proper notice, or if the tenant has broken the lease they will be mailed a Security Deposit Disposition at their new address if provided, if no address is provided the mail will go out marked Address Correction Requested, so as to obtain their new address and expedite mailing.

6. Occupancy. The apartment will be occupied by the tenant as residence only for («Occupancy») people. Should tenant allow any other person over the age of 18 to occupy apartment with them an application on that person must be filled out and turned in to the landlord immediately. The apartment will not be used in a manner determined hazardous by the landlord, his insurance company or deemed detrimental to the premises. The tenant may not assign the lease or sublet the premises without the prior written consent of the landlord, which may be withheld with no explanation required.

7. Possession. The landlord will exercise his best efforts to deliver possession of the premises upon commencement of the lease or at a date mutually agreed upon by landlord and tenant. Any failure to provide possession on the predetermined date will in no way terminate the validity of this lease and rent will be pro-rated to the date occupancy is available.

8. Rules and Regulations. Tenant will comply with all applicable laws, rules and regulations promulgated by any governmental authority having jurisdiction. The tenant will observe all rules and regulation made by the landlord in effect at the execution and delivered with this lease, and any made after the execution of this lease including:

- Personal items of any kind are not to be left in the common areas. Any items found will be removed and tenant billed for removal expense.
- Trash receptacles are not to be placed in the front of the apartment. Trash receptacles are to be furnished by the tenant unless indicated otherwise.
- Awnings, arials, and other projections are not to be attached to the premises.
- Locks on all doors are not to be changed without permission from the landlord, should it be necessary to replace a lock, tenant shall pay, in advance for all materials and labor.
- Windows or door signs are not to be displayed.
- Pets or other animals are not permitted; this includes visiting pets or pets you are watching for others, service animals are permitted**
- Redecorating of apartments, such as painting the walls etc. Is not permitted unless the tenant has the landlords' written permission. The use of contact paper, or wallpaper is prohibited. Any additional cost of restoring the apartment to its original condition resulting from the decorating by the tenant of the apartment shall be charged to the tenant.
- The use of adhesive hangers or molly-anchors for hanging pictures or other items to the walls is prohibited, use nails/screws only.
- Installation of night chains, without locks, is permitted but may not be removed.
- The tenant will furnish light bulbs in all fixtures and all necessary fuses.
- A minimum charge of \$10.00 will be charged if you are locked out between the hours of 6:00A.M. And 12:00P.M., and \$20.00 between the hours of 12:00P.M. And 6:00A.M... This fee will be paid directly to the personnel letting you back in at the time the service is performed.

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- (l) Only drapes with plain lining and blinds specifically designed for window use are permitted.
- (m) All rules posted in service, common, and recreation areas will be followed and use of these facilities will be at tenants' risk.
- (n) The tenant shall not use, or permit the use of, the leased premises for unlawful purposes, or do, or permit any unlawful act in or on the premises.
- (o) The tenant shall not make or permit to be made any disturbing noises, or do, or permit any act which unreasonably interferes with the rights, comfort, or convenience of other tenants.
- (p) Tenant will keep the volume of any musical instrument, radio, television, or stereo in or around the premises reduced at all times.
- (q) The use of waterbeds without proof of waterbed insurance is strictly prohibited. Tenant will be held liable for any damage caused by waterbed.
- (r) The use of grills is permitted but all grills, of any kind, must be kept at all times a minimum of 10' from any structure.
- (s) The working on or washing of any motor vehicles, including motorcycles, or changing of oil, etc. is prohibited on the apartment premises.
- (s) Motor vehicles, campers, boats, motorcycles, etc. other than automobiles, one per apartment, may not be maintained on the apartment complex premises, or streets, unless tenant has express written permission from the landlord and pays any additional fees which may be imposed.
- (t) Any motor vehicle found to be inoperative or without current valid license plates will be towed away at owners' expense without warning.
- 9. Tenants Statutory Duties.** Pursuant to ORC section 5321.05 and this lease Tenant is obligated to:
- (a) Keep the part of the premises which they use and occupy safe and sanitary
- (b) Dispose of all trash, debris, and waste in a clean, safe, and sanitary manner.
- (c) Keep all plumbing fixtures in the dwelling unit or used elsewhere by tenant as clean as their condition permits.
- (d) Use and operate all plumbing and electrical fixtures safely, and properly.
- (e) Comply with requirements imposed on tenants by applicable state and local housing, health, and safety codes.
- (f) Personally refrain, and forbid any other person who is on the premises from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises.
- (g) Conduct and require other persons on the premises to conduct themselves in a manner that will not disturb all neighbors' peaceful enjoyment of the premises and which in the reasonable judgment of the landlord is not offensive or inappropriate.
- (h) Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, garbage disposal, or other appliances supplied by landlord and required to be maintained by tenant under terms and conditions of a written rental agreement.
- 10. Liability.** The landlord, his agents and employees, will not be liable to the tenant, their guests or any other occupant for injury or damage to person or property arising in or about the rental unit or common areas, whether or not due to negligent acts or omissions of the landlord, its agents and employees, or other tenants their guests, or occupants of the building. The landlord will not be liable for failure to maintain and operate the service and recreational facilities. This paragraph shall not exculpate landlord for damages from failure to perform its obligations under ORC section 5321.04. If landlord provides storage facilities for tenant it shall have no responsibility to provide security or any standard of condition for such facilities, and shall have no liability for damage or loss to any property stored. "Landlord shall not be responsible for damage to or loss of tenants personal property, therefore, it is recommended that the tenant obtain renters insurance to cover any such possible damage or loss."
- 11. Repairs.** The tenant will maintain the apartment in good clean condition and make all repairs at his expense, including maintenance and repairs to appliances provided by landlord, due to tenants' negligence or misuse and landlord shall have no liability for any personal injury or property damage resulting from their malfunction. If tenant fails to report needed maintenance they will be liable for any expense caused. The landlord will make all major repairs which it deems necessary to comply with its statutory obligations under ORC section 5321.04, within a reasonable amount of time after tenant has given landlord written notice of the need of such repairs. Such major repairs will be at the landlords' expense except that any damage caused by the tenant will be repaired at the tenants' expense. In making the repairs the landlord will have no liability for inconvenience or annoyance to the tenant. The monthly rental installment will not abate because of any failure by the landlord to make repairs. If storm, fire, flood or other major catastrophe injures or destroys the premises and if the landlord determines it would be impractical to repair or rebuild, this agreement will terminate without liability on the part of the landlord.
- 12. Termination.** Upon termination of this lease, the tenant will thoroughly clean the apartment, restore it to its original condition except for ordinary wear and tear, or pay the landlord the cost of doing so. Any alterations made by the tenant will remain as part of the apartment and tenant may be charged for same. Upon termination of this agreement, the tenant will immediately surrender possession of the apartment, remove their property therefrom, and deliver to the landlord all keys to premises, including keys to service areas and mailbox. If the tenant should fail to remove their property, the landlord may remove such property at tenants' expense and shall not be liable to tenant for any loss or damage. If the tenant should fail within (30) days to claim and recover this property, such property shall be deemed abandoned and landlord will have the right to sell that property at public or private sale without notice to the tenant and apply all proceeds in the following order:
- (a) To the payment of all costs of removing the property from the apartment, storing the property and conducting the sale.
- (b) To the payment of any moneys owed as outlined in the deposit disposition.
- (c) To the tenant if a forwarding address was given to the landlord.
- 13. Default.** Should tenant fail to perform any terms of this agreement, furnish false or misleading information or omit material information on the application from which he was accepted as tenant, or fail to perform obligations imposed by law, the landlord may use all remedies permitted by law.
- 14. Landlords Right to Enter.** The tenant will permit the landlord, its agents or employees to enter the premises at all reasonable times and after reasonable notice for inspection, repair, improvement or display to prospective tenants. Tenants request for repair will be considered proper notice that landlord or agents for landlord will be entering their unit within a reasonable time period to perform the repairs requested.
- 15. Condition of Premises.** By execution of this agreement, the tenant acknowledges that he has examined the apartment prior to signing this agreement and that the premises are in good and satisfactory state of repair.
- 16. SECURITY DEPOSIT MAY NOT BE USED FOR LAST MONTHS RENT. LAST MONTHS RENT WILL NOT BE PRORATED.**
- 17. A WRITTEN THIRTY (30) DAY NOTICE IS MANDATORY IF YOU PLAN TO VACATE THE APARTMENT. THIS NOTICE MUST BE IN WRITING AND SUBMITTED THE 1ST OF THE MONTH PRIOR TO YOUR EXPECTED MOVE OUT DATE. LAST MONTHS RENT MUST BE PAID. IF TENANT TURNS IN A THIRTY (30) DAY NOTICE PRIOR TO THE TERMINATION DATE ON THIS LEASE AN EVICTION NOTICE WILL BE ISSUED IMMEDIATELY FOR BREACH OF LEASE AGREEMENT.**

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LIST OF RESPONSIBILITIES/TENANT POLICIES

OWNER:

1. Roof, structure, water heater, furnace - except filter replacement.
2. Plumbing, doors, windows.
3. Functional appliances- if applicable.

TENANT:

1. Windows cracked or broken during occupancy.
2. All damage caused to unit during occupancy in excess of normal wear and tear.
3. Jammed or clogged drains or garbage disposals.
4. Replacement of furnace filters during occupancy and at move out
5. Performing normal house cleaning functions, and keeping carpet free of excessive soil.
6. Replacement of batteries in smoke/carbon monoxide detectors and thermostats for control of heating and cooling

RESIDENT:

Standard deductions for damage and/or neglect - These charges may come out of your security deposit after an inspection is done when you move out. A Deposit Disposition will be mailed to you at your new address within 30 days of vacating your unit and returning your keys to us.

You must provide your new address in writing. These charges are minimum charges and may go up if condition warrants.

KEYS: not returned resulting in locks being changed	\$95.00	DOORS: Replaced	Interior	\$165.00
KEYS: mail box keys not returned	\$65.00		Exterior	\$375.00
GARAGE DOOR OPENER REMOTE: not returned	\$115.00	STOVE: dirty		\$65.00
CARPET: burns or tears, per repair	\$115.00	REFRIGERATOR: dirty		\$65.00
CARPET: not professionally cleaned	1Bdrm= \$150.00	BATHROOM: dirty		\$75.00
	2Bdrm= \$225.00	BEDROOM: dirty		\$50.00
	3Bdrm= \$300.00	KITCHEN: dirty		\$95.00
CARPET: damaged beyond repair	\$Market Rate	TRASH OR GARBAGE: left in unit, storage area, basement, Garage or any other area		\$45.00 per bag
TILE FLOORS: dirty - each room =	\$75.00	BULK ITEMS: labor and dump fees		\$Market
WALLS: dirty necessitating painting - per room =	\$125.00			

All rent arrearages shall bear interest at the rate of 18% per annum.

It is understood that these charges are the base amount charged, excessive cleaning would be charged according to time and material. By signing this form you are accepting the unit as it was when you viewed it. Any other damages not listed above will be charged to the resident at market or replacement cost.

I do hereby understand and agree to abide by the following policies of Mak Gregor Management during the period of my tenancy in the rental unit described in the LEASE form also presented to me today.

1. Within 1 week I agree to hang suitable window coverings at every window in my unit. (Unless provided by landlord or left by previous resident) I understand that I may not use sheets, blankets or newspapers as window coverings at any time. Blinds are provided as a courtesy and will not be repaired or replaced if broken or damaged.
2. Cleanliness and minor maintenance repairs (for example: light bulbs, fuses, circuit breakers, loose screws, pilot lights on hot water heaters, furnaces and stoves, smoke detector batteries and other items which do not require a special tool or replacement part) are my responsibility as resident. Further I agree that these items are not to be considered normal wear and tear. I agree to perform these repairs or pay for the necessary service to have these repairs made to keep my unit in the same good condition as it was when I moved in. Once a resident has called for service they have waived their right to formal 24 hour notification from the landlord, maintenance staff, or dispatcher to enter and make requested repairs and do other work as may be necessary. (If in doubt about Minor Maintenance call the maintenance dispatch # located in your lease folder)

3. - RENT IS DUE BETWEEN THE 1ST AND THE 5TH OF EACH MONTH.
- THERE ARE NO EXCEPTIONS TO THIS POLICY.
- I FURTHER ACKNOWLEDGE THAT NON-PAYMENT OF ANY RENT BY THE 8TH OF ANY MONTH MAY RESULT IN AN EVICTION ACTION BEING TAKEN AGAINST ME.

4. During occupancy I agree to keep my unit in its original condition of cleanliness, repair, safety, and appearance. I agree to perform normal house cleaning functions such as: washing soil build-up from walls and ceilings, cleaning and waxing tile and wood floors, removal of debris and trash in proper waste removal containers, and to keep all appliances free of grease and food spills. Upon vacating the unit I agree to surrender my unit in good condition. I agree that if cleaning or repairs are required I will be charged for same and the cost will be deducted from my security deposit. I agree that it is my responsibility to have all wall to wall carpeting professionally cleaned and that if I don't the cost for this service will be deducted from my security deposit. I agree that if the walls and ceilings are so soiled as to require painting the cost of this service will be deducted from my security deposit unless I have occupied the unit for over 12 months. (The 12 month stipulation applies to painting only).
5. I acknowledge that it is my right to obtain renters insurance but that I am not required to do so. I agree to hold Mak Gregor Management and the owner of the property harmless should I, my guests or any personal belongings become injured or damaged in any way during my residency.

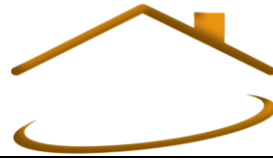
Tenant acknowledges that he or she has read this agreement in its entirety (3 pages) and fully understands the contents herein. In witness whereof, the parties hereunto have set their names this: **«CurrentDate»**

 Landlord Representative

X _____
 Resident **«TenantName»**

X _____
 Resident or Co-Signer **«TenantName»**

X _____
 Resident or Co-Signer **«TenantName»**



MGM
Mak Gregor Management

INSPECTION REPORT

«TenantName» «UnitAddress»

This form must be filled out and returned to Mak Gregor Management within 15 days of move-in or it will not be accepted.

PLEASE NOTE: This form is being provided for your benefit.
Use it to avoid being charged for items damaged before you moved in

THIS IS NOT A REPAIR LIST.

We will not look at this list until you move out. We suggest you keep a copy for your records.

Please use grading system GOOD/FAIR/POOR. Circle type of floor covering present in each room. Provide specific details.
PLEASE NOTE: Hairline cracks in glass will not be repaired unless they allow air in (List any cracks present when you move in).

CONDITION AT MOVE-IN:

Kitchen-

Refrigerator _____
Stove _____
Walls _____
Cabinets _____
Windows/Screens _____
Floor (Wood/Tile/Carpet) _____
Sink _____
Garbage Disposal Please note that if disposal becomes clogged or broken it will be removed.
Counter-Top _____

Bath #1-

Walls _____
Tub/Shower _____
Toilet _____
Sink _____
Medicine Cabinet _____
Towel Bars _____
Soap Dishes _____
Windows/Screens _____
Floor (Tile/Carpet) _____
Mirrors _____

Bath #2-

Walls _____
Tub/Shower _____
Toilet _____
Sink _____
Medicine Cabinet _____

Air Conditioners and window rods or brackets are left by former residents and not owned by us. If an air conditioner unit becomes broken we will remove it and replace the window to its original condition unless otherwise stated in your lease. Window coverings, rods and brackets are the tenants' responsibility.

Fill out as applicable-

Furnace _____
Water Heater _____
Patio _____

Towel Bars _____
Soap Dishes _____
Windows/Screens _____
Floor (Tile/Carpet) _____
Mirrors _____

Living Room-

Walls _____
Windows/Screens _____
Floor (Tile/Carpet) _____

Dining Room-

Walls _____
Windows/Screens _____
Floor (Tile/Carpet) _____

Bedroom #1-

Walls _____
Windows/Screens _____
Floor (Tile/Carpet) _____

Bedroom #2-

Walls _____
Windows/Screens _____
Floor (Tile/Carpet) _____

Bedroom #3-

Walls _____
Windows/Screens _____
Floor (Tile/Carpet) _____

Basement _____
Garage _____
Utility Room _____

This form filled out by: X _____ Date: _____

«TenantName»

That persons signature: X _____

Address of unit inspected: «UnitAddress» Date of lease signing: «CurrentDate»

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

«TenantName» «UnitAddress»

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

[] Known lead-based paint and/or lead-based paint hazards are present in the housing _____ (explain).

[X] Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

MGM (b) Records and reports available to the lessor (check one below):

[X] Lessor has provided the lessee with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).

Booklet: Protect Your Family From Lead In Your Home

[] Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

X /X (c) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Initials Initials

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Mak Gregor Management

Table with 4 columns: Lessor, Date, Lessee, Date. Contains placeholder text like «CurrentDate», «TenantName», and «UnitAddress».