

**In consideration of their mutual promises:**

«OwnerName»,  
**Mak Gregor Management Inc.,**  
 «TenantName»,  
**Do hereby agree as follows:**

As "OWNER", and  
 As "LANDLORD"/"LESSOR" and  
 As "TENANT"/"LESSEE"/"OCCUPANT"/"RESIDENT"

**Premises:** The landlord leases to the tenant a rental unit described as: **A «UnitSize»** located at:

**«UnitAddress»**

**Term and Renewal:** The term of this lease shall commence on: **«LeaseBegin» with a signing Date of «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 charged upon (30) days prior written notice to tenant. The month-to-month tenancy may be terminated by either party, upon receipt by the landlord of a (30) day written notice from the tenant by the 5<sup>th</sup> day of the month prior to move out with full last months' rent. Security Deposit may not be used for last months' rent.

**Rent:** The tenant will pay as rent **(\$«YearRent»)** for the term of the lease.  
**Payable in monthly installments of (\$«OnTimeRent»)** when paid between the 1<sup>st</sup> and the 5<sup>th</sup>.  
**When paying after the 5<sup>th</sup>, pay (\$«AfterFirstRent»)** which includes an administrative fee of \$60.  
**When paying after the 8<sup>th</sup>, pay (\$«AfterFifthRent»)** which includes an additional administrative fee of \$60.

- Eviction notices will be issued on or after the eighth (8<sup>th</sup>) of the month to all tenants with any balance due.
- Checks will not be accepted after the 5<sup>th</sup> of the month, money order or certified funds for full balance due only.
- A \$45 fee will be charged for any payment returned unpaid for any reason. If payment was via check, no checks will be accepted for 6 months. Administrative fees may be assessed based on date acceptable payment is made.
- Do not mail your rent after the 5<sup>th</sup> of the month; bring it to our office or pay on-line.
- Except for the first rental installment, which shall be pro-rated based on date keys are provided, the rent will be considered on time if paid between the 1<sup>st</sup> and the 5<sup>th</sup> 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, wear and tear, pets where/when allowed, utilities, taxes, insurance lawncare, and/or assessments.
- Payments made with a check, certified check or money order incur a \$5.00 fee due when payment is made.
- If any payment received does not include residents full name, address and made payable to MGM or Mak Gregor a \$5.00 completion fee will be charged. Avoid all of this by paying On-Line.

**EQUAL HOUSING OPPORTUNITY. LANDLORD MAKES THIS HOUSING AVAILABLE  
 WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, FAMILIAL  
 STATUS, DISABILITY (HANDICAP), MILITARY STATUS, OR ANCESTRY  
 Service/Support animals are welcome with proper documentation**

1. **Utilities.** The tenant will pay for all utilities except: **«UTByLLord»**
2. **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 landlord 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 tenant's failure to perform the terms of this agreement to the extent that such expenses exceed the security deposit; 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, under any circumstances, they will be mailed a Security Deposit Disposition to their new address when that address has been provided in writing. If no address is provided the mail will be marked "Address Correction Requested", so as to obtain their new address and expedite mailing, and the 30-day time limit is not applied.
3. **Occupancy.** The rental unit will be occupied by the tenant as residence only for **(«Occupancy»)** people. The rental unit will not be used in a manner determined hazardous by the landlord, their 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.
4. **Possession.** The landlord will exercise their 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.
5. **Rules and Regulations.** Tenants 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:
  - a. Personal items of any kind are not to be left in the common areas. Any items found will be removed at tenant's expense.
  - b. Trash receptacles are not to be placed in the front of the property. Trash receptacles are to be furnished by the tenant unless indicated otherwise.
  - c. Satellite dishes, antennas, and other projections are not permitted without prior written consent from the landlord.
  - d. 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.
  - e. **Pets or other animals are not permitted; this includes visiting pets or pets you are watching for others.**
  - f. Painting is not permitted unless the tenant has the landlords' written permission. The use of contact paper, or wallpaper is prohibited. Cost of restoring the rental unit to its original condition shall be charged to the tenant, even if permission was given.
  - g. Installation of night chains, without locks, is permitted but may not be removed.
  - h. The tenant will furnish light bulbs in all fixtures and all necessary fuses and is responsible for re-setting circuit breakers.

**Lease - Page 2 of 3 «TenantName» «UnitAddress»**

- i. If resident is locked out between the hours of 8AM and 4PM M-TH they may pick up a replacement key from the main office with photo ID. A key replacement fee of no less than \$15.00 will be due at time of pick up. If resident is locked out after 4PM, weekends or holidays they may, at their own expense, hire a locksmith to gain entry to their home or wait until normal business hours and pick up a replacement key from the office.
- j. All rules posted in service, common, and recreation areas will be followed, and use of these facilities will be at tenants' risk.
- k. **(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.
- l. **(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.
- m. Tenants will keep the volume of any musical instrument, radio, television, or stereo always reduced.
- n. The use of waterbeds without proof of waterbed insurance is strictly prohibited.
- o. The use of grills is permitted but all grills, of any kind, must always be kept a minimum of 10' from any structure.
- p. The working on or washing of any motor vehicles, including motorcycles, or changing of oil, etc. is prohibited.
- q. 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.
- r. Any motor vehicle found to be inoperative or without current valid license plates will be towed at the owners' expense.

**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 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.
- i. If this is a renewal lease all provisions of any previous leases apply.

**10. Liability.** The landlord, his agents, and employees, will not be liable to the tenant, their guests or any other person for injury or damage to person or property arising in, on 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 any 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, landlord 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 tenant's personal property, therefore, it is required 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 their 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 and garage opener remotes. 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. Such property shall be deemed abandoned and will be disposed of.

**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 the 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 OF \$«Deposit» MAY NOT BE USED FOR LAST MONTHS RENT, OR ANY EXPENSE, WHILE RESIDENT IS OCCUPYING THEIR UNIT. LAST MONTHS RENT WILL NOT BE PRORATED.**

**17. A WRITTEN THIRTY (30) DAY NOTICE IS MANDATORY IF YOU PLAN TO VACATE. THIS NOTICE MUST BE IN WRITING AND SUBMITTED BEFORE THE 5TH OF THE MONTH PRIOR TO YOUR EXPECTED MOVE OUT DATE. LAST MONTHS RENT MUST BE PAID. AFTER VACATING KEYS MUST BE RETURNED TO THE OFFICE.**

**LIST OF RESPONSIBILITIES/TENANT POLICIES****OWNER:**

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

Standard deductions listed below 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, if provided in writing, within 30 days of vacating your unit and returning your keys.

**RESIDENT:**

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.

These charges are minimum charges and may go up if condition warrants.

KEYS: not returned resulting in locks being changed	\$175.00	STOVE: dirty	\$95.00 minimum
KEYS: mailbox keys not returned	\$95.00	REFRIGERATOR: dirty	\$95.00 minimum
GARAGE DOOR OPENER REMOTE: not returned	\$145.00	BATHROOM: dirty	\$75.00 minimum
CARPET: burns or tears, per repair	\$ at Market Cost	BEDROOM: dirty	\$95.00 minimum
CARPET: not professionally cleaned	\$ at Market Cost	KITCHEN: dirty	\$135.00 minimum
CARPET: damaged beyond repair	\$ at Market Cost	TRASH OR GARBAGE: left in unit, storage area, basement, garage or any other area	\$at Market Cost
TILE/VINYL FLOORS: dirty - each room	\$ at Market Cost	BULK ITEMS: labor and dump fees	\$at Market Cost
WALLS: requiring painting - per room	\$625.00 minimum		
DOORS: Requiring Replacement/Repair	\$365.00 minimum		

1. All rent arrearages shall bear interest at the rate of 18% per annum.
2. It is understood that these charges are the base amount charged, excessive cleaning would be charged according to time and material. By signing this lease, 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.
3. For Properties where the resident is responsible for lawn care: The Tenant shall be responsible for cutting the lawn and not allowing grass to grow more than 7" in height. Landscape beds shall be maintained, weeded, edged, and mulched. Shrubs in beds or along fence lines should be maintained and trimmed by the Tenant. The landlord will maintain the tree trimming more than 8 ft off the ground.
4. 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.
5. Fireplace, if applicable, is decorative only and may not be used unless resident, at their own expense, has inspection performed to assure it is safe to operate and provides a copy of the PASSED inspection to landlord.
6. If the property you are leasing has a basement, we do not warrant basements against water intrusion. Any items stored in a basement should be in a sealed, waterproof container. Basements are not considered habitable spaces and should not be used as such. If basements do leak owner/landlord is not responsible for damage to any items stored in the basement.
7. Blinds are provided as a courtesy and will not be repaired or replaced if broken or damaged.
8. 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 written notification from the landlord, maintenance staff, or dispatcher to enter and make requested repairs and do other work as may be necessary.
9. **RENT IS DUE BETWEEN THE 1<sup>ST</sup> AND THE 5<sup>TH</sup> 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.**
10. 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 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 carpeting professionally cleaned during my occupancy and at move-out 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.
11. 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.
12. For the purposes of this lease "Landlord" may also be referred to as "Lessor" and "Tenant" may also be referred to as "Lessee" and "Resident" and "Occupant" and all provisions provided herein apply equally no matter the name referenced.
13. Tenant acknowledges that he or she has read this agreement in its entirety and fully understands the contents herein.

In witness whereof, the parties hereunto have set their names this: «CurrentDate»

\_\_\_\_\_  
Landlord Representative                      RESIDENT/TENANT                      RESIDENT/TENANT                      RESIDENT/TENANT



6601 N. Main St – Dayton, OH 45415  
937-274-8142/www.RentMGM.com

«CurrentDate»

Service Address:

«UnitAddress»

Utilities to be transferred/turned on:

☐ **Gas** call CenterPoint at 1-800-227-1376

☐ **Electric** call AES/Ohio at 937-331-3900

☐ **Water** Department (See #s below)

ATTENTION: Please be advised that I am leasing the above addressed residence from **Mak Gregor Management**. Further, I understand that if I do not make arrangements to have the utility service checked above reconnected if necessary or transferred into my name by the due date below the utility companies have the right to shut these utilities off.

Name of New Resident

«TenantName»

Signature of New Resident

X

Date: «CurrentDate»

X

Date: «CurrentDate»

X

Date: «CurrentDate»

To Utility Company:

Mak Gregor Management will not be responsible for the utilities checked at the address referenced above after

«UTDate» .

**Other Utility Companies and Important Numbers to have handy: All 937 area code**

- Mak Gregor Management Service 277-1016
- Mak Gregor Management Office 274-8142
- New Lebanon Water Dept. 687-1341
- Dayton Water Department 333-3550
- Trotwood Water Department 837-7771
- Montgomery County Water 781-2688
- Butler Township Water/Trash 898-6735
- City Of Oakwood Water Dept. 298-0400
- Harrison Township Trash 890-5611
- Troy Water Department 335-4151
- New Lebanon Water Department 687-1341
- Xenia Water Dept. 376-8194
- Englewood Trash and Water 836-5106
- Union Water Department 836-8624
- Huber Heights Water Department 233-3292
- West Milton Water 698-1500
- Greene County Water 562-7100
- Vandalia Water/Trash 415-2231
- Fairborn Water Department 754-3097
- West Carrollton Water 859-8280
- Clayton/Rep. Svcs for trash 268-8110
- Tipp City Utilities 667-8424
- Middletown Water 800-544-6900
- Duke Energy 855-967-0310

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SCAN





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Mak Gregor Management

### **Rental Payment Methods:**

- Via our rent drop box, at our office front **DOOR**, 24/7. Check, Certified check, money order ONLY, **NO CASH**. Payments must be filled in before you arrive, no envelope needed.
- Via regular mail, be sure it is postmarked no later than the 5<sup>th</sup> to avoid administrative fees.
- Via Inosio, to make on-line payments: Email us with your name and address and request the link to set up on-line payments. ([Bethani@RentMGM.com](mailto:Bethani@RentMGM.com)) When paying via Inosio **if you set up RECURRING payments there is no fee**. When setting up recurring payments, you can choose the date of your payment from the 1<sup>st</sup> to the 5<sup>th</sup>.

## 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.*

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### 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).

\_\_\_\_\_

—

☒ 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):

☒ 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.

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### Lessee's Acknowledgment (initial)

☒ \_\_\_\_\_ ☒ (c) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Initials Initials**

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### 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

Lessor	Date	Lessee	Date
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Lessee	Date	Lessee	Date