

# T.K. Harris

## Commercial Real Estate Services

3930 FULTON DRIVE, N.W. CANTON, OHIO 44718-3040

### STANDARD FORM LEASE AGREEMENT

Dear [REDACTED]

Your application has been approved and we are pleased to welcome you. Privacy and convenience are best achieved by people living together with some mutually agreed upon understandings. You and your neighbors must consent to certain rules designed to help maintain community appearance and tranquility. As you read through this Lease Agreement you will see that we have referred to the Lessor, as we, and that we have referred to you, the Lessee, as you. We have done this purposely to make this Lease Agreement clear as to the responsibility of the parties concerned. Your apartment/home is rented under the following conditions:

THIS LEASE AGREEMENT is made this 29th day of April, 2005 by and between

T.K. Harris Real Estate Services, Agent for V.T. Thomas, (hereinafter, Owner, Lessor, We or Our) and [REDACTED] hereinafter, Lessee, You or Your).

ADDRESS of leased premises 4307 Avondale Lane, N.W., Canton, Ohio 44708

ASSIGNED carport or garage # attached for 1 car(s) (where applicable).

1. THE TERM OF THIS LEASE AGREEMENT will be One (1) Year & 2 days. All the terms, conditions and covenants to be observed or performed by either party hereto shall be applicable to and binding upon the heirs, executors, administrators and assigns of said parties respectfully. At the end of the term or any extensions thereof, each party agrees to notify the other in writing at least 30 days prior to termination of the intention not to continue the landlord-tenant relationship. Either party may elect not to continue the relationship for any reason. If NEITHER party gives notice of intention to terminate, the Lessee will be given the option to renew or the relationship will continue on a month-to-month tenancy and shall be governed by the terms of this Lease Agreement. During the month-to-month tenancy, we shall have the right to change terms (such as rent payable or other provisions) but only after we have given you notice in writing at least Thirty (30) days prior to implementing such changes.

The month-to-month tenancy may be terminated by either party for any reason by simply giving written notice thirty (30) days in advance of the intention to terminate. (30 DAY NOTICE MUST BE FROM THE 1ST DAY OF THE MONTH through THE LAST DAY OF THE MONTH).

LEASE BEGINS April 29, 2005 LEASE ENDS April 30, 2006 LENGTH OF LEASE One (1) Year 2 days

MONTHLY RENT \$ 625.00 SECURITY DEPOSIT \$ 625.00 APPLICATION FEE \$ 50.00 (Non-refundable)

CARPORT FEE \$ N/A PRO-RATED RENT 2 days at \$20.55/day=\$41.10(due by May 1, 2005)

TOTAL DUE UPON SIGNATURE One Thousand Two Hundred-Fifty and no/100 Dollars (\$1,250.00)

2. DELINQUENT RENT PAYMENT - All rents are due on the first day of each month for the month in which the rent is payable. All rents shall be payable to T.K. HARRIS COMMERCIAL REAL ESTATE SERVICES and shall be delivered to T.K. Harris Commercial Real Estate Services, 3930 Fulton Drive NW, Suite 206, Canton, Ohio 44718. A late charge of \$ 40.00 will be assessed by the Owner and will be added to the rent if the Lessee fails to pay by the 5th of the month. In the event the rent is paid by mail, the date of payment shall be determined by the postmark on the envelope, not the date placed on the check. A charge of \$ 30.00 will be assessed for any check returned NSF. This sum could be increased if the bank service charge is increased.

3. Unless otherwise specified, the following equipment will be included: Oven, range, refrigerator, garbage disposal, carpeting, drapery rods, and dishwasher.

4. SPECIAL PROVISIONS: Furnace filters to be changed as necessary by Lessees. Smoke detector batteries to be provided by Lessees. No satellite dishes.

5. UTILITIES - You shall pay for all utility bills including gas, electric, water, sewer, garbage removal, cable TV and telephone bills for the premises when and as such bills become due, making all required deposits with public utility companies. We are not responsible for causing the utilities to be put into your name. You must call the utility companies prior to possession to arrange to have the utilities put in your name. Lessee shall be responsible for payment of all utilities upon possession.

6. SECURITY DEPOSIT - The amount deposited with us for security deposit is \$ 625.00. The security deposit shall be held by us until the Lease Agreement is terminated. The security deposit shall be returned to you within thirty (30) days after termination of the Lease Agreement and delivery of all keys to us, subject to the provisions set forth herein and in accordance with Chapter 5321.16 of the Ohio Revised Code. The security deposit shall be returned to you subject to and upon condition of the following: (1) You have complied with the full term and provisions of this Lease Agreement; (2) You have given us at least one full calendar month's notice in writing prior to leaving the premises; (3) If you have not reimbursed us previously, we will deduct the cost of any repairs, replacements, redecoration, and/or refurbishing of the premises or any fixtures, systems, or appliances caused by other than ordinary wear and tear; (4) You must clean the entire residence, including, but not limited to, the range, exhaust fan, refrigerator, bathroom(s), closets, cabinets, windows, and window screens. The refrigerator must be defrosted, or the costs will be deducted; (5) We will deduct the expenses incurred for repairing and redecorating that might occur as a result of you placing contact paper or stickers on the walls (such as those used to facilitate picture hanging) or for holes or scratches in walls or woodwork; and professionally clean carpet. (6) All burned out light bulbs must be replaced with equal quality and wattage as was placed in the premises at the time of move in; (7) Scratches or indentations in wood or resilient flooring will not be considered ordinary wear and tear; (8) Any unpaid late charges, delinquent rents or unpaid invoices for extra services or charges will be deducted from the security deposit; (9) all keys, including mailbox keys, must be returned to management. You will be charged rent until management receives all keys; (10) You must place all debris, rubbish, and discards in the proper rubbish container; (11) You must leave your forwarding address with management. If you fail to comply with these move-out instructions and procedures, you agree that you will be liable to Owner for the cost of such cleaning and repair or replacement of soiled, missing or damaged items as Owner performs in an amount as described in the Move-Out-Cost-Schedule attached to the Lease Agreement, and specifically incorporated herein, and that the charges set forth in said Schedule are not unreasonable charges for the work or items described therein.

If deductions from the security deposit are necessary, you will receive, within thirty (30) days after the termination of this Lease Agreement and delivery of keys to us, an itemized statement outlining each item deducted. The security deposit will be refunded by a check, mailed to the forwarding address, made payable to all person signing this Lease Agreement. We deliver you a clean premises when you move in, you shall return the premises to us in the same clean, rentable condition. By executing this Lease Agreement, you acknowledge that the premises were in clean, rentable condition upon your move-in.

**YOU MAY NOT APPLY THE SECURITY DEPOSIT AGAINST RENTAL PAYMENT.** Or, saying in another way, the security deposit shall not be used as your last month's rent. In the event of sale of the building covered by this Lease Agreement, we shall have the right to transfer your security deposit account to the purchaser, and you shall look solely to the new owner for the return of the security deposit.

7. POSSESSION - We shall make every effort to have the premises ready on time, but because circumstances beyond our control could cause delay, we cannot be liable for failure to deliver the premises at the time stipulated on the application. In the unlikely event that this happens, rent shall be abated on a daily basis until you are tendered possession. If we are unable to deliver the premise within seven (7) days after the date stipulated on the application, then your deposit will be refunded upon your written request thereof and neither party shall have any further liability for damages pursuant to this Lease Agreement for failure to deliver possession or otherwise.

8. MAINTENANCE OF THE PREMISES - We agree to perform maintenance on the premises when caused by ordinary wear and tear only, or by natural forces beyond your control. You shall assume the cost of repairing the premises when caused by its misuse or that of your family, servants, or visitors and such repairs and replacements required by this section shall be determined solely by Lessor who shall cause the same to be made or performed at Lessee's cost. If you believe repairs are required, you shall give written notice of the needed repairs to us, and we shall effect such repairs as we deem necessary in our sole discretion within a reasonable period of time. **UNDER NO CIRCUMSTANCES SHALL YOU PERFORM, OR HAVE PERFORMED ANY REPAIRS ON THE PREMISES.** All repairs must be performed by us, and we shall charge you as appropriate under this section. It shall not be our responsibility to supervise or otherwise watch over any repairmen, utility men, or other service men while they are in the premises. **SERVICE CALLS REQUIRED TO UNCLOG DRAINS AFTER 14 DAYS OF OCCUPANCY WILL BE BACKCHARGED TO LESSEE.**

INITIAL



9. PERSONAL PROPERTY - UNDER NO CIRCUMSTANCE WILL THE OWNER BE RESPONSIBLE FOR DAMAGES OR LOSS OF YOUR PERSONAL PROPERTY STORED IN OR AROUND THE PREMISES. FOR THIS REASON, WE URGE YOU TO PROTECT YOUR PERSONAL PROPERTY WITH YOUR OWN RENTER'S INSURANCE.

10. USE AND OCCUPANCY - You shall use the premises only for private residence purposes and shall not permit any unlawful or immoral practices to be connected with or carried on in the premises. You shall not permit the use of the premises for any purpose which will injure the reputation of the neighborhood, disturb other tenants in the building, or increase the fire hazard. Your conduct and the conduct of all other occupants of and visitors to the premises shall be in compliance with Section 5321.05 of the Ohio Revised Code. Any breach of your agreement as to the use and occupancy under this section shall constitute grounds for immediate eviction.

11. PROHIBITED ITEMS - You shall not at any time for any reason place or store any item of furniture or decoration, containing water or other liquid, including but not limited to water beds, in your apartment, or storage area, without written permission from the Owner. If permission is given, Lessee understands that Lessee must have liability insurance and that Lessee will be responsible for any damages caused by such furniture or decoration. No live and/or cut Christmas trees are permitted in the premises.

12. RE-LEASING - You shall not assign this Lease Agreement, nor sub-let premises, or any part thereof. If for any reason you are unable to fulfill the term of your lease, we will make every effort to re-lease the premises for you. You must notify owner in writing as to your intention to vacate and grant us permission to enter for the purpose of re-leasing the premises. Lessee understands the Lessee is responsible for all costs involved in re-leasing the premises. Charges include, but are not limited to; painting, cleaning, carpet cleaning and a re-leasing commission equal to one-half of one month's rent.

Lessee is not permitted roomers, lodgers, or other persons not approved by the Owner. Only persons signed on lease or noted on your application may reside in the apartment. Breach of this article constitutes grounds for immediate eviction.

13. PETS - No animals, birds, or pets of any kind shall be permitted in, on, or around the premises at any period of time except by prior written consent of the Owner. Breach of this section shall constitute grounds for immediate eviction.

14. ALTERATIONS - You shall not make structural changes, landscape, paint, decorate, attach fixtures to or make any other attachments to the premises without the prior written consent of the Owner. In addition, no contact paper shall be applied in the premises. If permission is given in writing, all such costs for improvements or attachments shall be that of the Lessee, and said improvements shall at owners discretion, become the property of the Owner and shall remain with the premises after you vacate the premises.

15. ACCESS - To provide both routine and emergency maintenance service, we retain a pass key to the premises. Service requests placed by you shall be answered in a reasonable time. In case of routine maintenance, we shall endeavor to give prior notice to our entry, but it must be emphasized that we cannot promise such notice. Much of the routine maintenance we perform is to make the premises a more comfortable place to live and detect potential problems before service is disrupted. If we enter your apartment in your absence, we shall leave a card explaining the purpose of our call and the name of our representative.

16. SHOWING PREMISES - We reserve the right during the last thirty (30) days of your lease term to show the premises to prospective tenants.

17. RULES AND REGULATIONS - We shall have the right from time to time to impose rules in addition to those set forth in the Lease Agreement. All such rules shall be presented to you in writing and shall become part of this Lease Agreement. Failure by you to abide by any such rules shall constitute grounds for immediate eviction.

18. ELECTRIC LIGHT BULBS - We shall supply the premises with electric light bulbs at the time you move in. You agree to furnish replacements thereafter (Paragraph #6, Article #6).

19. TRASH/GARBAGE AND BACKCHARGES - We shall provide suitable trash and garbage containers for your use according to the custom for apartment communities in this area, and we shall empty them with regularity that is both reasonable and in compliance with the rules of the Health Department. You agree to place no trash, trash cans or garbage receptacles on patios, balconies or porches at any time. You further agree to deposit your trash and disposable garbage inside the trash containers provided and not set such items outside the trash containers. We may also provide a garbage disposal for your convenience. SERVICE CALLS REQUIRED TO UNCLOG A GARBAGE DISPOSAL



29. MAINTENANCE INSPECTIONS - A 24-hour notice will be given to all Lessees when periodic maintenance inspections are to be made.

30. REPRESENTATION AND APPLICATION - This Lease Agreement is tendered to you on a basis of your representations as contained in the application which is made a part of this Lease Agreement. In the event any of the representations contained in this application shall be found to be misleading or untrue, we shall have the right to cancel this Lease Agreement and repossess the premises. NO ORAL STATEMENTS MADE BY OWNER OR OWNERS AGENTS SHALL BE BINDING UNLESS CONSENTED TO IN WRITING.

31. SUBORDINATION - This Lease Agreement is subject and subordinate to all security interest which may now or hereafter affect the real property, of which the premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, you shall execute promptly any such certificates that we may request. You hereby constitute and appoint us as your attorney-in-fact to execute any such certificates for and on your behalf.

32. HOLDING OVER - In the event tenancy is terminated for any reason provided in this Lease Agreement, and you shall remain in possession of the premises thereafter, you shall be considered a hold-over tenant, and we shall have the right to remove you and your possessions from the premises, change the locks and take other such steps as we find appropriate to gain possession of the premises.

33. ENTIRE AGREEMENT - This written Lease Agreement, all written rules or regulations, if any, and your application constitute the entire agreement between Owner and Lessee and no oral statements shall be valid or enforceable.

34. WAIVER - In the event that we fail to enforce any term, condition, or obligation under this Lease Agreement, for whatever reason, such failure shall not constitute a waiver of such obligation, or of your future obligations, nor shall such waiver prejudice our rights under this Lease Agreement.

35. AGENCY - T.K. Harris Commercial Real Estate Services is the duly authorized agent for the Owner of the premises set forth above. All notices to Owner under this Lease Agreement shall be delivered to T.K. Harris Commercial Real Estate Services, 3930 Fulton Dr., NW, Suite 206, Canton, Ohio 44718. Attention: Property Management. You hereby acknowledge that the agent is authorized to enforce all terms and conditions of this Lease Agreement and any accompanying rules and regulations on behalf of Owner.

**VALIDATION**

This lease is valid when signed by Lessee and T.K. HARRIS COMMERCIAL REAL ESTATE SERVICES, who is the authorized representative and Agent of the Owner V.T. Thomas, 3930 Fulton Drive, N.W., Suite 206, Canton, Ohio 44718

  
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T.K. Harris Commercial Real Estate Services  
Agent for the Owner

  
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Lessee  
  
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Lessee