

APARTMENT LEASE

This Agreement, made by and between **10 Cambridge, LLC** (“Lessor”) and _____ (“Lessee”).

We (Lessor) do hereby lease and rent to you (Lessee) being any and all occupants of the leased premises, Apartment No. _____ (the “Premises”), located at _____ (street address) **Georgetown, OH** to be used as a residential apartment for yourself (yourselves), and the following (list all occupants) _____ to the exclusion of all others, and for no other purpose whatsoever for the term of **Month to Month**, beginning on _____ and terminating on _____

For and in consideration of our delivering possession of the Premises prior to the beginning date of the said term of this Lease, you agree to be bound by all covenants and conditions of this Lease from _____ and have paid _____ as a pro-rata amount the rent from such date to, but not including, the commencement date of the term, the receipt of which is acknowledged by us.

RENT

Lessee will pay as rental the total sum of _____ during the entire term of this Lease, due in full, this sum may be paid at the rate of _____ per month, payable in advance on or before the **FIRST day of each month**, to us or any other location designated by us. Lessee agrees that any portion of rent responsible by Lessee will be paid via the online resident portal (Direct Deposit or Credit Card only), and payment information will be set up for auto-pay and remain in such standing for the duration of lease agreement.

UTILITIES

Lessee will pay for the cost of all utilities and services including gas (if applicable), electric heating, electric cooking, all other electric, water, sewer, and trash. Lessee agrees that turning over this utility into lessee’s name will be completed **prior to move-in**. Lessor shall not be liable for any loss, damages or inconvenience caused by the loss or interruption of any utility service caused by circumstances beyond our reasonable control. Lessee will be held liable for any non-payment of utility services and any legal and court fees that may result thereof.

LATE PAYMENT OF RENT

If we fail to receive your monthly rent on or before the close of the **FIFTH** day of the month in which it is due, you shall pay to us in addition to the rent installment the sum of **THIRTY dollars (\$30.00) plus \$3.00 per day retroactive to the first day of the month for each month overdue in order to compensate us for the added expense of processing such delinquent** accounts. If we accept your rent after the first day of the month, this does not waive our right to demand payment of rent in the future on the first day of the month. Further, in the event your rent is not received by the **TENTH** business day of the month we shall have the right to terminate this Lease by giving you written notice to that effect.

INSUFFICIENT FUNDS

Any payment that is returned to us as a result of insufficient funds, you agree to pay us an additional **THIRTY dollars (\$30.00) plus any applicable late fees** for our extra expense in processing your check.

SECURITY DEPOSIT

You agree to keep on deposit with us at all times during the term of this Lease, the sum of _____ (the “Deposit”) as security for payment of rent provided herein and for payment of all other sums of money for which you may be obligated for under the terms of this Lease. The Deposit may be applied by us against any loss, cost, fees and expense caused by your failure or default in the performance of any of the terms, provisions, and conditions of this Lease. The Deposit may be used, at our discretion, to settle any balances of unpaid rent and/or fees. The Deposit may be used for any cleaning costs upon move out, in addition to any damages as assessed by Lessor and/or any unpaid rent or other charges. The Deposit may not be used as rent and you are not entitled to any interest on the

Deposit held by us. Within thirty (30) days after the expiration of the term of the Lease, we will refund to you all or so much of the Deposit that has not been applied to your defaults hereunder, including, but not limited to, the cost of restoring the Premises to the same condition as at the beginning of this Lease, reasonable wear and tear excepted; provided, however, that you also have complied with the following conditions:

- a. You have not defaulted in the performance of any terms, conditions and covenants contained in the Lease;
- b. You have given us at least thirty (30) days (one complete calendar months) prior written notice of your intent to vacate the Premises;
- c. You have completely vacated the Premises and returned all keys to us on or before the date indicated in your notice; and
- d. You have left us your forwarding address.

NOTIFICATION

At the expiration of the term of this Lease, you must give us written notice of your intent to vacate at least **THIRTY days (one complete calendar months)** prior to your vacating the Premises. You agree to leave the Premises and all appliances in the same general condition of cleanliness and repair as when originally occupied, reasonable wear and tear excepted.

POSSESSION

We will not be liable to you for failure to deliver possession of the Premises at a specified time other than to the extent of abatement of rent from the date of the commencement of this Lease to the day possession is delivered to you.

HOLD OVER

If you remain in possession of the Premises beyond the expiration of the agreed term, this Lease will automatically continue under all of the same terms and conditions as contained in this Lease except that the term of the Lease shall be on a month-to-month basis and we shall have the right to increase the rent due hereunder by written notice to you. You still must give us THIRTY days (one complete calendar months) written notice prior to vacating the Premises. Also, we can cancel the Lease and terminate your right to possession by giving you thirty days (one complete calendar month) prior written notice.

CARE OF APARTMENT

Repairs: Lessee agrees that Lessee has had an opportunity to inspect the Premises and that the Premises is currently in a good and clean condition, with no pest, rodent, or bug issues. Lessee agrees to take good care of and keep in clean condition the Premises, its appurtenances, fixtures, kitchen appliances, and equipment. Lessee also agrees not to drill into, disfigure, deface, paint, decorate, change or add locks, or change any part of Premises, building, grounds or any other part or portion of Lessor's property. Lessor agrees to make necessary repairs to the Premises, its appurtenances, fixtures and equipment during normal working hours whenever such repairs are necessitated by normal wear, obsolescence or mechanical failure not due to Lessee's fault. At Lessor's own discretion, Lessor shall repair the Premises, its appurtenances, fixtures and equipment where rendered necessary by misuse or neglect of Lessee, Lessee's family, guests, employees or agents; Lessor shall bill Lessee for the cost of such repairs, this includes any vendor, contractor, and administrative charges associated with the repair, and Lessee agrees to pay the bill within ten (10) days, and if not, such sum shall become payable on demand. Lessor's employees may not perform maintenance in the Premises unless authorized by requests made through the apartment property manager. No alterations or additions to the Premises shall be made by Lessee without Lessor's prior written approval and Lessor may remove alterations made by Lessee without permission. Lessor assume no liability for loss or damage to personal property which may result from the removal or repair of such alterations.

Pest Control: Lessor will provide routine pest control for the Premises through a professional extermination company, provided Lessee gives such company access to the Premises after being given reasonable prior notice. In the event that the Premises suffers from pest, rodent, and bug problems due to Lessee's neglect of the Premises, Lessee shall contract with Lessor's professional extermination company to remedy such problem. In the event Lessee does not remedy the pest issue within a reasonable period, Lessor shall have the right to hire such services on Lessee's behalf and shall bill Lessee for the cost of such services. Lessee agrees to pay any such bill within ten (10) days.

Vehicles: Lessee agrees to keep a maximum of 2 vehicles on the premises. Vehicles must be operable and properly licensed. Parking should be only in lessee's designated spots. No campers, boats, or any other such vehicle shall be parked on premises. Lessee agrees not to conduct vehicle repairs on premises.

Drainage: As of the date of this agreement, lessor warrant that the dwelling's sewage drains are in good working order. Drains will not accept items not designed for its use such as diapers, wipes, tampons, toys, hair, grease, clothing, paper. **Lessee agrees to pay** for cleaning out drains for any stoppages caused by the above unless plumber attests that the cause of the stoppage was due to defective plumbing.

Garbage: Lessee agrees to dispose of ordinary household trash by placing it into the receptacle provided. All large items and furniture must either fit compactly inside the receptacle or taken out to the dump and removed at lessee's expense. Any trash disposed incorrectly will result in a penalty and is subject to lease termination.

DAMAGE BY FIRE OR OTHER CASUALTY

If the Premises shall be partially damaged by fire or other casualty, we shall make repairs as quickly and conveniently as possible. In case the damage shall be so extensive as to render the Premises untenable, rent shall cease until such time as Premises shall have been put in good repair. In the event of substantial total destruction of the building of which the Premises form a part by fire or other casualty, or in the event damage to Premises shall be so extensive that it cannot, in our opinion, be repaired within ninety (90) days, then rent shall be paid only up to the date of such destruction or damage, and this Lease shall terminate and become null and void from such date. In the event that any questions arise as to whether or not repairs have been made with reasonable dispatch, reasonable allowance shall be made for any delay which may arise in connection with the adjustment of losses with any insurance company, for any delay arising out of labor disputes or any other cause beyond our reasonable control.

NOTICE

Any notice to you shall be sufficient if it is in writing (including but not limited to: via email, text message, public notice to resident portal), mailed to the Premises by certified mail or personally delivered to the Premises. Any notice from you to us should be in writing, mailed to our address as set forth above, or personally delivered to the apartment property manager.

INSURANCE

You agree to provide your own casualty and liability insurance (commonly known as Renter's Insurance) on the Premises and on all your personal property and agree that we shall not be liable to you for any loss or damage to your personal property. All personal property kept in the Premises shall be kept at your own risk. In addition, you agree to assume responsibility for any damage to the Premises, contents, and/or other areas of the building used by you or your guests and agree to pay for all repairs made necessary by said damage. External windows damaged by any reason other than natural wear and tear, is the responsibility of the lessee.

DEFAULTS

If you fail to pay us the rent due hereunder on or before the 10th day of each month, or if you fail to comply with any of the terms, covenants and conditions contained in this Lease, or in the Rules and Regulations of the building as may be established by us from time to time, you shall be in default of this Lease. Accordingly, we may commence an eviction action and terminate this Lease upon three (3) days written notice to you and we shall be entitled to immediate possession of the Premises. (Provided, however, that if your default constitutes a breach of the obligations imposed on tenants by Ohio Revised Code Section 5321.05 and materially affects health and safety, you shall have thirty (30) days after written notice from us to cure such default.)

Upon your default, all future rent for the term of this Lease shall be accelerated and shall be due and payable to us on the date the Lease is terminated. In addition, and notwithstanding the remedies mentioned above, we shall be entitled to all remedies accorded a landlord by law, including, but not limited to, an injunction to stop a breach of the Lease, and/or a suit for monetary damages, and/or eviction. This includes a one-time charge to cover all eviction costs including but not limited to court costs, filing fees, set out fees, and any other related court fees.

LAUNDRY FACILITIES AND STOREROOMS

If central laundry facilities are provided, we will notify you of the location of such facilities assigned to your use and may describe by schedule the times when such use will be permitted. Laundry facilities are for the residents' use only. All washing and drying of clothes shall be done within the laundry areas, and all residents must abide by the rules and regulations which may be posted or issued to provide reasonable controls for the use of the laundry areas and equipment. We shall not be responsible for any damage done to clothing as a result of the laundry equipment provided.

If storerooms are provided for residents by us, such storerooms are furnished on the express stipulation that we shall not be liable for any loss or damage or injury to property stored therein. You hereby fully release us from all liability for any such loss, damage or injury. At any time after this Lease has been terminated, we shall have the right to dispose of or to store in a public warehouse in your

name and at your expense any of your effects held by us in any such storeroom or left by you on the Premises. Storage cubicles or space assigned for either the exclusive or joint use of residents shall be used only for storage of clean, non-hazardous personal belongings of residents. We reserve the right to refuse to permit any article or substance to be stored which, in our discretion may be judged to menace the safety, health or welfare of other persons of property. Any article which might be damaged by moisture or dampness must not be stored on the floor of the storage cubicles because of the possibility of a sewer backup, water overflow, etc.

PETS & ANIMALS

No dog, cat or other pet or animal may be kept in the Premises unless (i) (a) they qualify as an "animal assistant" as defined in Ohio Administrative Code § 4112-5-02, such as a service animal or emotional support animal, or (b) Lessor has given prior approval for a specific pet or animal, and (ii) Lessee signs the attached Animal Addendum.

**YOU COVENANT AND
AGREE:**

- 1) To give prompt written notice of any accident, fire or damage occurring on or to the Premises, appurtenances, equipment, appliances and fixtures therein.
- 2) To use and occupy the Premises in a safe and proper manner, and to abide by all Rules and Regulations of the building. You will not use or occupy the Premises or permit the Premises to be used or occupied for any unlawful or improper purposes, or create any disturbance which could annoy or disturb other residents or be detrimental to the building's reputation.
- 3) The lease agreement is made only and solely with the names listed on this agreement. Unauthorized residents living at Premises, of which determination made by the property manager, is reasonable cause for termination of this agreement for everyone in the Premises.
- 4) We can, with prior notice, enter your apartment at any reasonable time, for inspection and repair, and we can enter at anytime for emergency repairs deemed necessary for the protection of you or the Premises or the building and if it reasonably appears that you have abandoned the Premises. In addition, we can enter the Premises with prior notice, at any reasonable time after receiving your vacation notice to show the Premises to prospective residents.
- 5) Any maintenance or repair that is conducted due to the negligence or use of lessee beyond basic wear and tear is lessee's responsibility, will be billed to the lessee and must be paid in full within ten (10) days. Any service call to maintenance after regular business hours will incur an additional after-hours surcharge billed to the lessee and to be paid within ten (10) days.
- 6) In the event a vendor is scheduled to meet the lessee at a certain time to perform maintenance and the lessee does not provide access, lessee will be billed a surcharge to have the vendor come back out. If lessee needs to reschedule an appointment, it must be done at least 1 hour before scheduled appointment.
- 7) To refrain from smoking indoors, keeping the interior of the building smoke free.
- 8) To refrain from any and all illegal or criminal activity. Any criminal charges brought against you, will result in this lease agreement becoming void effective immediately
- 9) To uphold and remain in good standing with any case management organization that you may be affiliated with. This includes any organization that is assisting with your rental payments or any other type of case management.
- 10) Not to obstruct halls, stairways and elevators in the building or permit them to be used for any purpose except for entering and leaving the building.
- 11) Not to assign this Lease nor sublet the Premises, without our prior written consent, which consent may be withheld in our sole discretion. In the event we do consent, such consent shall not waive our right to refuse to consent to subsequent assignments or sublettings, nor shall it release you from liability under the Lease.
- 12) All terms, conditions and covenants to be observed or performed by either party shall be binding upon the heirs, executors, administrators, successors, and assigns of said parties respectively.
- 13) This Lease constitutes the complete and entire agreement between the parties hereto, and no oral arguments, statements, or representations shall be binding upon either party, it being understood and agreed that this Lease may be modified or amended only in writing signed by both parties.
- 14) If any part of this Lease shall be held to be invalid or unenforceable, all remaining parts shall remain in full force and effect as though any invalid or unenforceable part were not written into this Lease

- 15) The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which we are entitled in law or in equity.
- 16) If this Lease is executed by more than one person, all such persons shall be joint and severally liable for the payment of the agreed rental and for the performance of all other terms and obligations of this Lease.

You hereby state that you have read, fully understand and agree to all the terms, covenants and conditions of this lease and affirm that you are legally competent to enter into this lease.

LESSOR:

By: _____
Agent

LESSEE:

Dated: _____

ANIMAL ADDENDUM

Lessor agrees to waive the animal restriction of the Apartment Lease provided that the Lessee agrees to and meets the following terms and conditions:

1. Only the animal(s) listed and described below are authorized under this Animal Addendum. Additional or other animals will require this addendum to be signed again with the new animals included. If it is found that during the term of the lease or during move-out inspection that an animal that was not registered and approved by Lessor was kept on the premises, and was not an animal assistant as defined in Ohio Administrative Code § 4112-5-02, Lessee will be declared in default of the lease, a fee of \$75.00 per month will be retroactive from the beginning of the lease, and a \$350 violation fine will be assessed and charged.

Type of Animal	Breed	Name	Age	Weight

2. Animal(s) will not cause: danger, damage, nuisance, noise, health hazard or soil the Premises, grounds, walks or parking area. Lessee agrees to clean up after the animal(s) and agrees to accept full responsibility and liability for any damage, injury or actions arising from or caused by the animal(s). Any damage resulting from the animal(s) is to be repaired, cleaned, and/or replaced at the Lessee's expense. Lessor reserves the right to inspect the Premises (after providing notice) periodically in order to assess any possible damage to the Premises.

3. Lessee agrees to register the animal(s) in accordance with local laws and requirements. Lessee agrees to immunize the animal(s) in accordance with local laws and requirements. All dogs and cats must be spayed/neutered.

4. Lessee warrants that the animal(s) are housebroken. Odors arising from litter, droppings, or urine will not be tolerated. Droppings inside and outside the premises and grounds must be removed, bagged, and disposed in waste container for frequent disposal. Lessee agrees to keep the Premises clean of animal hair.

5. Animal(s) must be controlled at all times. They may not be staked out or allowed to run loose.

6. Lessee warrants that all animal(s) qualify as an "animal assistant" as defined in Ohio Administrative Code § 4112-5-02.

7. Lessee must report any incident involving the animal(s) at or around the Premises that results in an injury to a person or damage to the Premises to the Lessor immediately upon occurrence.

LESSEE:

Dated: _____

B'H