

**RENTAL AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_ by and between The Holton-Wise Property Group herein called "Landlord," and,

\_\_\_\_\_ herein called "Tenant." Landlord hereby agrees to rent to Tenant the dwelling located at:

\_\_\_\_\_ under the following terms and conditions:

**TERM AGREEMENT (LEASE):**

Tenants agree to lease this dwelling for a term expiring at the end of the 12th month as noted below, beginning \_\_\_\_/\_\_\_\_/2022 and ending \_\_\_\_/\_\_\_\_/2023 **UPON EXPIRATION, THIS AGREEMENT SHALL BECOME A MONTH-TO-MONTH AGREEMENT AUTOMATICALLY, UNLESS EITHER TENANTS OR OWNERS NOTIFY THE OTHER PARTY IN WRITING AT LEAST 30 DAYS PRIOR TO EXPIRATION THAT THEY DO NOT WISH THIS AGREEMENT TO CONTINUE ON ANY BASIS. THERE WILL BE AN ADDITIONAL MONTH-TO-MONTH FEE OF \$35.00 PER MONTH IN ADDITION TO THE REGULAR RENT.**

**EARLY TERMINATION OF LEASE:**

If at any point the Tenant wishes to terminate the lease prior to its expiration. The security deposit will be forfeited to landlord and an additional early termination fee of \$\_\_\_\_\_ will be charged and landlord will absolve tenant of any legal duty to fulfill remainder of the lease term.

**RENT:**

Tenant agrees to pay landlord as rent the sum of \$\_\_\_\_\_ per month, due and payable monthly in advance on the FIRST day of each month during the term of this agreement. **MONEY ORDER, CERTIFIED CHECK, CASH AND ONLINE PAYMENT ARE THE ONLY ACCEPTED FORMS OF PAYMENT. PERSONAL CHECKS WILL NOT BE ACCEPTED.** Transaction fees may apply to certain forms of payment. If any form of payment is dishonored and or returned unpaid for any reason to Landlord, the Tenant agrees to pay a returned payment charge of \$75.00 and any additional late fees until the rent is paid in full. All funds received shall be applied to charges: dishonored payment charges, late charges, 3 day notice posting charges, delinquent rent, unpaid utilities, outstanding transaction fees, outstanding tenant liable repair charges, city fines incurred due to tenant, and current rent charges in that order. It is expressly understood and agreed that the tenant shall be and remain liable for any deficiency in rent until the lease expires or until such time as in the interim, the premises are leased by another acceptable tenant.

Make rents payable to:

**The Holton-Wise Property Group**

Pay rent online at **HoltonWise.com** or mail or hand deliver rents to:

**4207 Brookpark Rd. Parma, Ohio 44134**

Tenant Initials \_\_\_\_\_

**RENT DUE DATE/LATE FEE:**

Rent is due in full on the first day of every month. Rent will still be considered late until the full amount is received. If the full amount is not in the landlord’s possession on or before the first day of the month a late fee will be charged for any amount that is past due. Payments made after the first day of the month will incur a \$35.00 late fee and an additional \$10.00 per day fee for every day after the second day of the month up to the maximum amount allowed by law. Late fees charged under this section shall not exceed any maximum limitation imposed by law.

**SECURITY DEPOSIT:**

The Tenants hereby agree to deposit with the landlord \$\_\_\_\_\_ security for his or her faithful performance under the lease and by the law. Tenant has deposited with the landlord upon signing of this lease a “SECURITY DEPOSIT” to insure the full and faithful performance by the tenant. THE TENANT AGREES THE DEPOSIT IS NOT AN ADVANCE PAYMENT OF RENT AND DOES NOT RELIEVE THE OBLIGATION TO PAY RENT INCLUDING RENT FOR THE LAST MONTH OF OCCUPANCY. Landlord shall have the right to retain and apply any and all portions of the security deposit toward the cost of remedying any default by tenant and reasonable attorneys’ fees incurred by landlord to the extent permitted by law, to enforce tenant’s obligations. Tenant’s liability for such defaults shall not be limited to such security deposit. The tenant agrees to reimburse the landlord for any rent, fees, utilities due and/or damage exceeding the security deposit. Tenant shall not have the right to require landlord to apply any or all portions of such security deposit to the payment of rent. No interest will be paid on this money. It will be held intact by Landlord until at least thirty (30) working days after Tenants have vacated the property. At that time Landlord will inspect the premises thoroughly and assess any damages and/or needed repairs. This deposit money minus any necessary charges for missing/dead light bulbs, garage door remotes, repairs, cleaning beyond normal wear and tear, etc., will then be returned to Tenant with a written explanation of deductions, within 30 days after they have vacated the property. The tenant agrees to provide the landlord, in writing, a forwarding address upon vacating the premises.

**APPLIANCES:**

Tenant acknowledges that the appliances listed below are the appliances supplied by landlord and upon termination of lease and vacating the property these appliances and no others will need to be in the unit in good working order. If no appliances are listed in the below section or a section is left blank then **APPLIANCES WERE NOT SUPPLIED BY LANDLORD**. Landlord will not maintain, repair, or replace any appliances not noted below. Any appliances left in the apartment when tenant moved in that are not included in the list below are left for tenant convenience. They remain the property of the landlord but the landlord will not repair, maintain, clean, or replace these items.

Refrigerator:	Brand/Color:
Microwave / Hood	Brand/Color:
Stove/Range:	Brand/Color:
Dishwasher:	Brand/Color:
Clothes Washer	Band/Color
Clothes Dryer	Brand/Color:

Tenant Initials \_\_\_\_\_

**LANDLORD' S PROPERTY:**

Any appliances or other furnishings or fixtures provided by landlord shall remain the property of landlord at all times. Tenant shall exert reasonable care in maintaining such appliances, furnishings, and fixtures and shall avoid damage to same. Smoking inside the dwelling in not permitted. Tenants will be responsible for any stains, butts, bums and other excessive wear to the carpeting and or painted surfaces. If anyone removes any property belonging to Landlord without the express written consent of the Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

**CONDITION OF PREMISES:**

The Tenants hereby acknowledge that the said property is in good condition and they agree rent it as is. The acceptance of this lease shall be deemed conclusive evidence that the premises are on the date hereof in satisfactory condition and repair, unless otherwise specified herein. If there is anything not working and or broken in the property they agree to report it to the Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

**KEYS:**

Landlord has given tenant \_\_\_\_\_ key(s) to the unit. Tenant understands that tenant must return these keys when tenants moves out. Failure to do so will result in a \$10.00 charge per key.

**COPIES:**

Landlord has provided the tenant one copy of this lease. Landlord will provide tenant additional copies of the lease during normal business hours for a charge of \$10.00 per copy.

Rent receipts are available upon request at the office during normal business hours free of charge. If tenant would like a receipt mailed to them landlord will accommodate that request. Mailed receipts have a processing and handling fee of \$10.00 per receipt.

**LOCK POLICY:**

No additional locks will be installed on any door, nor will any locks be changed without the written permission of Landlord. If at any time during the tenancy the tenant for any reason whatsoever wishes to install additional locks or change the existing locks, Landlord will install new locks for the tenant at the tenants cost of \$100 per lock, due up front in full. All doors to the unit must be keyed to the same key code. Locks must not be double keyed type. No locking type door handles are to be installed on any unit door.

**LOCKOUTS:**

Should tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon professional locksmith or the Landlord to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Landlord charges a fee of \$100 per site visit between the hours of 11:00 am and 6:00 pm Monday thru Friday. This fee is due up front in full. Lost keys can also be replaced at The Holton-Wise Property Group office for a cost of \$10.00 per key if available during normal office hours. If a tenant gains access on their own after scheduling an on-site lock out call with Landlord the tenant will still be charged the indicated fees. Tenant will also be responsible for any damages caused by using a locksmith to gain entry to unit.

Tenant Initials \_\_\_\_\_

**UTILITIES:**

Landlord agrees to provide and pay for, at no additional cost or expense to tenant, the following utilities: Water, Sewer and basic Trash removal. Tenants must comply with any municipality or trash hauler restrictions, regulations, or guidelines. Landlord shall provide to and otherwise make available upon the Premises the above mentioned utility services and tenant shall be responsible for arranging and paying for each of the following utility services consumed upon the premises: GAS and/or ELECTRIC as they are individually metered for the leased unit. Tenant must supply Landlord with the following utility numbers if applicable prior to obtaining possession of the rental unit.

Gas account number:
Electric account number:

Landlord shall not be liable for any injury or damage which may arise directly or indirectly from any disruption in utility service to the property and/or premises. Landlord reserves the right at their sole discretion to make tenant pay for any excessive use of any utility that is separately metered and/or controlled by tenant. Landlord reserves the right to determine what is excessive use, and Landlord has the right to make whomever they feel responsible pay for that amount without any advance notice. Landlord reserves the right with 30 days' notice to charge for or make the tenant responsible to pay for any of the utilities including but not limited to Water/Sewer and Trash removal during and there in after this lease agreement.

**ABANDONMENT:**

If at any time during the term tenant abandons the premises. Landlord may, at landlord's options, obtain possession of the premises in the manner provided by law, and without becoming liable to tenant for damages or for any payment of any kind whatever including removing and disposing of any personal property left by tenants.

**CHANGES IN TERMS OF TENANCY:**

(This paragraph applies only when this Agreement is or has become a month-to-month agreement). Landlord shall advise Tenants of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.

**TENANT INSURANCE:**

Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees. Tenants agree to purchase insurance - at their own expense - sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences. Landlords insurance does not protect the possessions of the tenant.

**SUBLETTING & ASSIGNMENT:**

Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining Landlords' written permission

Tenant Initials \_\_\_\_\_

**TENANT COOPERATION WHEN SHOWING UNIT:**

Tenant agrees to cooperate with the Landlord in showing the property to prospective tenants, buyers and/or any other individuals the Landlord wishes to view the property.

**QUIET ENJOYMENT/PROBLEM TENANT:**

Tenant has the right to peacefully and quietly have, hold and enjoy said premises. Tenant agrees that they and I or their children, guest, friends, relatives, and pets will not make any loud noise especially between the hours of 10pm and 7am. Tenant agrees to conduct himself, and require persons in his household and persons on the premise with his consent to conduct themselves in a manner that will not disturb the "peaceful enjoyment" of all neighbors.

Landlord is not responsible for other tenants, their guests, children, friends, family, and/or pet's behavior that could affect another tenant's right to quiet enjoyment. However, if tenant's behavior is something that becomes a nuisance and is interfering with other tenants, or neighbor's right to quiet enjoyment landlord can at their sole discretion terminate this lease.

**OCCUPANTS:**

The number of adult occupants is limited to those that have been placed on the lease and their minor children. Only the Tenants and their minor children may live in this dwelling. Any additional residents residing in said dwelling for more than 3 days continuously must be added to this lease or receive written permission from the Landlord, subject to the same restrictions as the tenants, i.e. they must fill out an application. Nurses, aids, or maids required to care for the Tenants during an illness are an exempted from this provision.

**PETS:**

Pets are allowed on the premises only by obtaining the Landlords' written permission first. Not all types of pets will be accepted and pets may not be accepted at all dwellings. Landlord will determine what pets are or are not allowed to live at the property. When possession of the property is given to the Tenant, only those pets listed on the Rental Application will be allowed unless subsequent written permission has been granted. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve and so long as Landlord is notified in advance in writing of the circumstances. In any case, when permission is granted, tenants are required to pay an additional \$25.00 per month (per pet) pet-rent charge. Dogs or cats must be house broken. All other pets must be caged at all times. No pet offspring are permitted. Pets shall NOT be tied to any fixed object outside the dwelling unit. Pets shall be kept on a leash and under residents' supervision when outside the dwelling or residents' private fenced yard areas. Tenants must maintain current licensing and inoculations of pets. Records must be made available upon request of management. If the pet is anyway deemed dangerous it will not be allowed on the premises. In the event of the owner being negligent in regards to clean-up or allowing access to areas that the pet could damage the tenant may be required to remove the pet. Landlord may terminate the lease agreement if tenant does not comply with pet rules. Pets are never to be allowed in the yard unsupervised. Cleaning up after the pet is necessary IMMEDIATELY following defecation. Tenant is responsible for the removal of pet waste from premises. If the landlord is required to pick up pet waste, tenants will be charged a min \$50.00/hr. Constant barking/noise will not be permitted. Residents agree to immediately and permanently remove the pet from the premises if landlord receives reasonable complaints from neighbors or other tenants or if landlord determines that the pet has disturbed the rights, comforts, or conveniences of other residents.

Tenant Initials \_\_\_\_\_

**SMOKE AND CARBON MONOXIDE DETECTORS:**

Tenants acknowledge that smoke detectors and carbon monoxide detectors were supplied by landlords and in good working order when tenants took possession of the unit. Tenant shall regularly test smoke detectors and carbon monoxide detectors. Tenants are required to keep all detectors in good working order. Tenants must change batteries no less than twice a year at their own cost. Tenant will notify landlord immediately in writing of any mechanical failure, need for repair, or replacement of any detector. Tenant will not remove, or replace any parts or equipment of the smoke / CO detectors except "dead" or missing batteries. Tenant shall be liable for immediately paying the cost of repairing any damage caused to the smoke / CO detector by resident's negligence or misconduct. Owner shall not be responsible for any injury or damage to persons or property occurring in the premises that in any manner arises from resident's failure to test, inspect, or maintain the smoke and/or CO detectors as provided by this lease or from resident's failure to comply with city codes.

**ALTERATIONS:**

Landlord can at any time make any alteration to the property, cosmetic or otherwise that they deem appropriate. Tenant shall not paint, paper, decorate, nor install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerating, cooking units, radio or television antennas, nor drive nails or other devices into the walls or woodwork, (a reasonable number of picture hangers excepted). No water furniture, pools, trampolines, swing sets, additional fences, antennas, additional phone or TV cable outlets, alarm systems, lock changes, making additional keys, and/or rekeying shall be permitted except by the landlord's written consent. The tenant shall not disable, disconnect, alter or remove the landlord's property, including security devices, alarm systems, smoke detectors, fire extinguishers, appliances, furniture, windows, doors, and screens. Tenant shall make no alterations, decorations, additions, or improvements in or to the premises without Landlords' prior written consent, and then only by contractors or mechanics, or other approved by Landlord and comply with all codes and laws. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of the Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof. Landlord can at their sole discretion require tenant to pay to have alterations changed back to original condition when tenant's occupancy is over.

**NOTIFICATION OF SERIOUS BUILDING PROBLEMS:**

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, leaky plumbing fixtures or drain lines, and/or at the first sign of termite activity or pest activity. Tenants also agree to notify the Owners immediately upon first discovering any signs of serious building problems such as foundation cracks, a tilting porch, a crack in plaster, buckling drywall or siding, a spongy floor, a leaky water heater, etc. If the tenant does not notify landlord in a prompt matter the tenant may be held financially responsible.

**DRAIN STOPPAGES:**

As of the date of this Agreement, Owners warrant that the dwelling's drains and toilets are in good working order and that they will accept the normal household waste for which they were designed. **They will not accept things such as but not limited to; diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, flushable wipes, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, hair, rocks, paper towels, lint, or newspapers.** TENANTS AGREE TO PAY THE COST FOR CLEARING ANY DRAINS AND TOILETS OF ANY AND ALL STOPPAGES / BLOCKAGES except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time and money with repairs.

Tenant Initials \_\_\_\_\_

**TENANT RESPONSIBILITY:**

**Safe and Sanitary:** Good housekeeping is expected of everyone. Tenant agrees to keep dwelling clean and in a sanitary condition. The Tenants agree not to permit any deterioration or destruction to occur while they are occupying the property. When dumpsters are provided, tenant shall use appropriately and obey any waste ordinances. Where tenant is to provide their own trash container or one is provided by a municipality, tenant shall put trash out for collection on designated day and store containers appropriately after collection. Tenant will dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the landlord. Tenant will be charged the appropriate amount if landlord has to clean trash in or around premises due to tenant’s failure to adhere to these policies.

**Care for Appliances:** Tenant shall maintain in good working order and condition including but not limited to any range, refrigerator, washer, dryer, dishwasher, garbage disposal, hot water tank, furnace, and/or any other appliances or fixtures supplied by landlord or tenant. Tenant shall operate all electrical, gas, plumbing, heating fixtures, and appliances in accordance with the operating instructions in a safe manner.

**Light bulbs, Fuses, Filters, Batteries:** Tenant shall, at their own expense, furnish and replace light bulbs, fuses, batteries, and HVAC filters. Tenant shall change HVAC (furnace) filters on a regular basis and may be held responsible for any damages caused by failure to regularly change the HVAC filter.

**Blinds and Draperies:** Tenant shall furnish neutral draperies or blinds within fifteen days of move-in date and shall not use sheets or blankets as window coverings. There will be a \$50 charge per window for non-compliance.

**Fans and Ventilation:** Tenant agrees to operate fans and/or windows in bath and kitchen areas as needed in order to maintain proper air quality within the property and to prevent excessive moisture and subsequent mold growth. Mildew and mold growth due to negligence of tenant will be remedied by landlord at the expense of tenant.

**Plumbing Fixtures:** Tenant agrees to pay for damages caused by their failure to operate plumbing fixtures in a proper manner. This includes water splashed, or overflowed on floor from bath tubs, showers, toilets, and sinks.

**Tenant Neglect:** Tenant will be held responsible for any damage to the premises caused by neglect on the part of tenant. Tenants acknowledge that they will be responsible for and pay for any damage done by rain, wind, hail, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow of water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. Tenant shall 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 premises.

**Utility Shut Off Locations:** Tenants acknowledge that they were shown and/or are aware of all shut off valves and/or electrical panels or disconnect locations for the utilities (gas, water, electric) and that in the event of a leaking or burst water pipe, gas leak, or electrical hazard they are required to shut off the service until it can be repaired.

**Fire Places:** Fire places are for decorative purposes only. Tenants are forbidden from attempting light a fire in/around them. Fireplaces are not to be used.

**Doors and Windows:** Tenant is responsible for the cost of any door or window glass damaged, broken, or removed while the unit is in the tenant’s possession. Tenant is responsible for any cost of damages caused by improper use of windows and doors at the property. Tenant is forbidden from kicking and/or hanging items from doors.

**Smoking:** Smoking is strictly prohibited in all units, common areas, and public spaces of any leased property.

Tenant Initials \_\_\_\_\_

**VEHICLES/PARKING:**

Parking may be regulated at the landlord discretion. All automobiles shall be parked in designated driveway or parking space and must be covered by valid liability insurance and have current registration displayed. Landlord shall have the right to tow or remove any vehicle which appears to be abandoned, unsightly, and/or inoperable or which does not display an official Holton-Wise Property Group parking pass and/or current tags or vehicle registration. Any vehicle removed will be at the sole cost and expense of the owner of such vehicle. There are no assigned or reserved parking spaces on the Property, except as may be designated by Landlord. Tenant acknowledges and agrees that Landlord is not responsible for any damage to vehicles parked upon the property, including but not limited to damage caused by theft, vandalism, or damage from other vehicles or equipment. Should an employee of Landlord assist Tenant or take part in the parking, moving, or handling of Tenant's or any other person's automobile or other property entrusted or placed in the hands or custody of any such employee for any reason whatsoever, such employee in doing any of the foregoing shall be the agent of Tenant and not of Landlord, and Landlord shall not be liable to Tenant or to any other person for the acts, negligence or omission of such employee in connection therewith.

Additional parking passes may or may not be available, the amount of parking spaces and passes will vary by property. If available, tenant may purchase additional parking passes from Landlord. Parking is a privilege; any problems may result in the loss of use of parking for the lease term.

**HAZARDOUS MATERIALS:**

Tenant shall not keep on the Premises any item of a dangerous flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises, or that might be considered hazardous or extra hazardous by any responsible insurance company. Tenant may not store any items that violate any law or ordinance with jurisdiction over the property location.

**DAMAGE TO PREMISES:**

In the event the Premises or at least twenty-five percent (25%) of the Property are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not cause by the negligence of Tenant, and the Premises or Property, as applicable, cannot reasonably be repaired within sixty (60) days, this Agreement may be terminated by Landlord from such time except for the purpose of enforcing rights that may have then accrued.

**SALE OF PREMISES:**

Landlord reserves the right to sell the property at any time. Unless otherwise specified the lease agreement will continue as is with the new property owner until its specified expiration.

**USE OF PREMISES:**

If the property is a residential property the Tenant agrees to only use premises for residential use. It is to be used solely as a dwelling. Tenant may not operate any business, legal or illegal on the premises. No part of the premises can be used at any time for anything other than a private dwelling. Any drug use by tenant and/or any one arriving at the property because of the tenant will not be tolerated and Landlord may terminate lease.

If the property is a commercial space the Tenant agrees to only use premises for legal and allowable business purposes. It is the sole responsibility of Tenant to insure that their business follows all laws and regulations and has all applicable licenses. Landlord reserves the right to use self-help eviction remedies for all commercial Tenants.

Tenant Initials \_\_\_\_\_



**COMMON AREAS:**

The use and occupancy of the Premises by the Tenant may include the use, in common with others, of the common areas of the Property, including but not limited to, driveway, yard, garage, shed, attic, stairways and basement as presently constituted or as they may be constituted in the future, subject to reasonable rules and regulations as may be provided by Landlord.

**ACCESS TO PREMISES:**

The Landlord reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services, or show it to prospective residents, purchasers, workmen, inspectors, and/or contractors. Whenever practicable, a 24 hour notice of the Landlord's intent to enter shall be given to the tenant. Landlord reserves the right to enter the premise without notice in case of emergency. The landlord reserves the right to enter by other means if locks have been changed in violation of the lease. No notice will be given to access common areas.

**INSPECTION/REPAIRS:**

Landlord or its employees shall and may enter in and upon the premises to render services and make adjustments for maintenance, inspections, construction, and remodeling of the premises and for all other proper purposes.

Upon being notified by Tenants that there is some building defect in which is hazardous to health, life, or safety, Landlord shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to difficulty in scheduling the work or obtaining parts or for any other reason beyond the Landlords' control, Landlord agrees to keep Tenants informed about the progress of work.

Tenants are not permitted to perform any repairs to the property without the express written consent of the Landlord. Tenant is responsible for the cost of all repairs and maintenance for damage caused by the tenant other than normal usage of the leased premises. All labor and materials chargeable to the tenant will be paid for by the due date of the next rental period following work done and billed to tenant. Upon moving in and taking possession, maintenance and repair of all glass, screens, doors, door locks, mailboxes, and window parts are the responsibility of the tenant. Tenant hereby state that work or repairs that need to be done will be handled by competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations and have written approval from the landlord. Tenants further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenants' capacity, they are urged to arrange for professional help.

**BALCONIES AND PORCHES:**

If your unit has a balcony, deck, or porch do not allow more than two people on the structure at any one time. Grills are not allowed on porches or balconies. They must be placed on the lawn, away from any structures or buildings.

**BACKYARD & GARDENS:**

The Tenants agree to never use any form of pesticides (including rat poison, roach sprays, etc.), or fertilizers unless written permission is granted from the Landlord. Tenants occupying single family dwellings will be solely responsible for all lawn care. Any ticket or fine issued to Landlord due to the lawn, or grounds not being properly taken care of will be the full responsibility of the tenant. Any cost incurred to remedy these issues will be the tenant's responsibility.

Tenant Initials \_\_\_\_\_

**SIGNS:**

Landlord reserves the right to affix signs to the property or place signs in the yard. Tenant is forbidden from removing, defacing and/or damaging any of the Landlord’s signage. Tenant will be charged a minimum of \$75 per sign plus the cost of labor and materials associated with replacing the signage that has been damaged, defaced or removed from the property while property was in tenant’s possession.

**DISCLOSURE OF LANDLORD/AGENT:**

The management company is The Holton-Wise Property Group llc. This company may be represented at various times by its employees, agents, or contractors who are authorized to act for and on behalf of the Owner for the purpose of receiving and receipting notices and demands and all other acts which Owner could or would do if personally present. The physical address for The Holton-Wise Property Group is 4207 Brookpark Rd. Parma Ohio 44134. One or more owners of The Holton-Wise Property Group are licensed Ohio Real Estate Agents and/or Brokers.

**NON-DELIVERY OF POSSESSION:**

In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Term, through no fault of the Landlord or its agents, then Landlord or its given agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the Rent herein provided from that date. In event possession cannot be delivered within such time, through no fault of the Landlord or its agents, then this agreement and all rights hereunder shall terminate.

**NON-LIABILITY:**

The tenant acknowledges that any security measures provided by the landlord shall not be treated by the tenant or others as a guarantee against crime or a reduction in the risk of crime. The landlord shall not be liable to the tenant, the tenant’s guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. The landlord shall not be liable to the tenant, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, and interruption of utilities. The landlord has no duty to remove ice, sleet, or snow; but the landlord may do so in whole or part, with or without notice. If the landlord’s employees, agents, or contractors are requested to render services not contemplated in the lease, the tenant shall hold the landlord harmless from all liability for same. The landlord will not be responsible for any damages, personal, property or otherwise, resulting in normal operations of grass cutting, landscape maintenance, building maintenance, maintenance activities, construction activities, renovations, snow removal, and/or de-icing operations. Tenant agrees to report any hazardous or dangerous conditions immediately to landlord in writing at the location noted on the first page of this document.

**INDEMNIFICATION:**

Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents, or employees or to any person entering the Property, the Premises or the building of which Premises are a part or to goods or equipment, or in the structure or equipment of structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from any and all claim or assertions of every kind and nature.

Tenant Initials \_\_\_\_\_

**LEASE COMPLIANCE:**

The landlord and the tenant have, at all times, the right to require compliance with all covenants, terms, and conditions of the lease, notwithstanding any conduct to custom on the landlord’s or tenant’s part in refraining from so doing at any time. Waiver at any time of any breach or condition of the lease shall not constitute or become a waiver of any subsequent breach, or change any condition of the lease. The landlord, where not required by law, may discontinue any facilities, amenities, or such services rendered by the landlord and furnished to several tenants on a common basis, not expressly covenanted for herein, it being understood that they constitute no part of the consideration of the lease.

**RESPONSIBILITY:**

All parties signing on lease agree to be jointly and severally responsible for all the terms and conditions of the lease agreement, and that no partial compliance relieves any party from further contingent liability.

**DEFAULT:**

If Tenant fails to comply with any of the provisions of this Agreement, other than the covenant to pay Rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or fails to comply with any duties imposed of Tenant by statute, with 7 days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement and exercise any and all rights available to Landlord at law or in equity. If the Tenant fails to pay Rent when due and the default continues for 5 days thereafter Landlord may, at Landlord's option declare the entire balance of rent payable hereunder to be immediately due and payable may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement and seek the removal of Tenant from the Premises.

**WAIVER:**

All rights given to Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by Landlord or failure to exercise rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents, or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement

**WAIVER OF JURY TRIAL:**

Landlord and tenant both irrevocably waive any and all right to a trial by jury in any action, legal proceeding, or counterclaim arising out of or in any way relating to this lease agreement between the parties, the relationship of the parties, Tenant’s use of occupancy of the leased premises, and / or any claim of injury or damage.

**PEST & RODENTS:**

Tenant hereby acknowledges that the unit they are about to lease is pest and rodent free. In the event pests and rodents enter the premises it is Tenant responsibility at tenants cost to have a professional exterminator come and eradicate the problem at tenant's expense. If Tenant fails to do so Landlord has the right to have a professional exterminator come and eradicate the problem at the tenant's expense. Tenant will be billed immediately. Landlord has the right to take this out of tenants rent if tenant does not pay immediately. Landlord can at landlord's discretion evict tenants for pest and rodent infestation. Tenant agrees to maintain good housekeeping and keep the unit in a way that does not attract pests or rodents.

Tenant Initials \_\_\_\_\_

**ADDITIONAL TERMS / NOTES:**


**IMPORTANT PHONE NUMBERS:**

Holton Wise Maintenance Department 216-661-6633 ext 105

Dominion East Ohio Gas 1-800-362-7557 (Cleveland)

Columbia Gas 1-800-344-4077 (Parma)

Cleveland Public Power 216-664-4600 (Cleveland)

The Illuminating Company-1-800-589-3101 (Parma)

Cleveland Division of Water 216-664-3130

Cuyahoga County Sewer Emergency Department 440-885-8194

Emergency 911

**FULL DISCLOSURE:**

The Tenants signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgement and he/she has received a signed copy of the Rental Agreement.

**TERMS:**

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Tenant, Lessee.

**SEVERABILITY:**

If any portion of the lease is found to be void, unenforceable, or against public policy, the remaining portions of the lease shall not be affected. The lease is binding on the landlord and the tenant and on their heirs, successors, executors, and administrators. The consumer sales practices act does not apply to the lease.

Tenant Initials \_\_\_\_\_

**FAIR HOUSING:**

It is illegal, pursuant to the Ohio fair housing law, division (H) of section 4112.02 of the Revised Code, and the federal fair housing law, 42 U.S.C.A.3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.



**MOVE OUT INSTRUCTIONS:**

In order for tenant to receive the security deposit back the following task must be performed by tenant prior to move out and key turn in.

- Provide proper notice of lease termination.
- Relinquish tenancy of unit at or before lease expiration.
- Turn in all keys including any copies
- All carpeted rooms must be vacuumed, scrubbed, and shampooed.
- All tile rooms must be swept and mopped.
- Walls, molding, trim work, and window sills must be wiped down and cleaned of all dirt, smudges, etc.
- Ceiling fans and light fixtures must be cleaned and have working light bulbs in all receptacles.
- Windows must be cleaned and operational, glass must be clean, and window screens must be clean.
- All items must be removed from walls. All nails, hooks, shelves, stickers, etc.
- Kitchen and Bathroom cabinets must be empty and wiped clean. Do not leave anything in cabinets.
- All counter tops and sinks must be wiped and cleaned. Please pour a small amount of bleach down each drain.
- All appliances must be empty and wiped cleaned (Unplug refrigerator and leave open to prevent mold).
- Toilet must be clean and free of staining.
- Bathtub and surround must be clean and free of staining, mold, and/or mildew.
- All smoke and CO detectors must be in working order and have appropriate batteries.
- Garage or storage areas must be emptied and broom cleaned. Do not leave anything in these areas.
- All heating registers or vent covers must be wiped, vacuumed, and cleaned.
- All furniture, trash, and belongings must be removed from unit and placed in appropriate trash receptacles.
- If trash items do not fit in appropriate containers they must be taken by you to the appropriate disposal location
- No items are to be left next to dumpsters or outside of units, you will be charged any trash fines or removal cost.
- If applicable grass must be cut no earlier than two days before move out and key turn in.
- If applicable the yard must be clean and free of debris and or trash. Do not leave anything in yard.
- Do not leave any items at the property that were not provided and/or on site at time of move in.

**Provide the following information for ALL Occupants who will be living at the Rental Unit.**

Tenant Initials \_\_\_\_\_



Full Name	DOB	Social Security #	Phone Number	Email Address

**Emergency Contact Information**

Full Name	Relation	Home Address	Phone Number	Email Address

**Tenant Vehicle Information**

Make	Model	Year	Color	Plate #	Insurance Co

**Pet Information for all pets that will be living with you.**

Type	Breed	Sex	Weight	Color

**Employer Info**

Company Name	Supervisors Name	Business Phone	Your Job Title

**SUMMARY:**

Tenant Initials \_\_\_\_\_



Charges due prior to move in:	Monthly recurring charges:
Security Deposit: \$	Rent: \$
First Month Rent: \$	Pet Rent: \$
Move in Fee: \$	Other Fees: \$
Pet Fee: \$	Discounts: \$
Other Fees: \$	
<b>TOTAL: \$</b>	<b>MONTHLY TOTAL: \$</b>

Amount Paid:	Date:	This section applies ONLY if there is a Mid-Month Move in.
\$		Rent is prorated for the second month of the lease ONLY. The <b>AMOUNT DUE FOR MONTH TWO IS \$</b>
\$		
\$		
\$		
\$		

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Tenant (Print)	Tenant (Sign)	Date
Tenant (Print)	Tenant (Sign)	Date
Tenant (Print)	Tenant (Sign)	Date
Tenant (Print)	Tenant (Sign)	Date

<b>The Holton-Wise Property Group</b>	Landlord (Sign)	Date
---------------------------------------	-----------------	------

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

Tenant Initials \_\_\_\_\_

Property Address: \_\_\_\_\_

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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre 1978 housing, landlords must disclose the presence of know lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c).)*

**Landlord's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Landlord has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) \_\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment** (initial)

(c) \_\_\_\_\_ Tenant has received copies of all information listed above.

(d) \_\_\_\_\_ Tenant has received the pamphlet *Protect Your Family from lead in Your Home*.

(e) \_\_\_\_\_ Tenant has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead-based paint hazards.

**Agent's Acknowledgment** (initial)

(f) \_\_\_\_\_ Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

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

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent Date

Tenant Initials \_\_\_\_\_