



LEASE AGREEMENT

Carty Rentals (Donovan Enterprises or C&Z Properties), landlord, its successor and/or assigned does hereby lease unto:

_____ Tenant _____ Tenant
 _____ Tenant _____ Tenant
 _____ Tenant _____ Tenant

Jointly and severally, the property located at _____, Bowling Green, Ohio 43402. This lease shall be for the immediate use of the Tenants as a private residence, and for no other purpose, for the term beginning on the ___ day of _____, **20** after 4 p.m. and terminating the _____ day of _____, **20** at 12 p.m. A total number of not more than ___ **Tenants** may reside at this residence. _____ person/s may be added to lease for a \$50.00 per month charge per person added.

RENT

The Tenants, in consideration of the agreement contained herein, hereby promise to pay said Landlord, or his representative, the sum of \$_____ per payment for up to ___ payments, not to exceed \$_____ in total.

SECURITY DEPOSIT

Upon the execution of this lease, Tenants shall deposit with the Landlord, or his representatives, the sum of \$_____ (normally equal to 1-month non-discounted rent). This deposit shall serve the purpose of reserving the premises for the Tenants and insuring their intent to assume the obligations of this lease. Upon occupancy of the premises by the Tenants, the deposit will be used solely to indemnify the Landlord against any property damaged chargeable to the tenants. It is further agreed that no portion of the security deposit shall be applied by the Tenants toward any rent that might be due and owing while the tenants still occupy the premises.

The Landlord or his representatives shall refund the deposit to the Tenants within 30 days upon termination of this Lease, provided Tenants leave said premises in a clean and orderly condition and all contents in same condition as upon occupancy and all rent paid is in full.

Any utilities required to be left in landlord's name will require a separate deposit based on the amount required from utility companies: GAS: \$0.00, ELECTRIC, WATER SEWAGE: \$0.00, totaling a Utility deposit of \$0.00. This is to be paid in full, with first month's rent and can be considered as part of original rental security deposit as stated above.

UTILITIES

The Tenant agrees to pay all Utilities. This includes Telephone, Cable, Internet, Electric (where applicable), Trash (where applicable), Water and Sewer, and Gas (where applicable). These utilities are to be separate and kept in the tenant's name with the exception of Electric _____, Water and Sewer _____, Gas _____, None _____. These utilities will be due to the office through a budget program with \$_____ per person due with rent per month.

It is also agreed Tenants shall conserve all utilities, as state previously, that are furnished by Landlord, and will be liable for any wasted utilities due to lack of conserving (i.e. heat or air on and windows open). At no time between November 1st through March 15th of the lease term will the heat be turned down below 65 degrees. If damages occurred to the unit or other units due to lack of proper heating of unit, Tenant will be responsible for the cost of all damages.

PAYMENT OF RENT

All payments of rent may be made at or mailed to the office located at 316 E. Merry St., Apt. #10, Bowling Green, Ohio 43402, and payable to Carty Rentals. Failure to pay within (5) five days of the due date, the 1st of each month, may result in a late charge of \$40.00, which will be added to your rental account (see #4 rules and regulation). Rents are not Pro-rated. Cash, Checks, Money Orders, and Credit Cards are accepted. Credit and Debit Cards are also excepted as payment online at Renttrack.com (fees may apply).

CONDITION OF PREMISES

The Tenants accept said premises in the present condition and agree; to keep the premises in good clean condition, to commit no waste: to obey all laws and ordinances of the city, to only park on surfaced/stoned areas while on said premises: to replace all glass broken or cracked: to refrain from any damages or markings to any walls: to remain off the roof of premises at all times and agree to pay for all damages caused, by guests or tenants: to repay the Landlord the cost of all repairs as made necessary by the negligence

or careless use of said premises: and to surrender the premises at the termination hereof in a clean and like condition when Tenant moves in. Tenant is responsible throughout the term to keep the unit clean for both health and safety reasons.

Tenants are responsible for Move-In Sheet. This must be done within two days of lease start date or will not be accepted by Landlord.

LIABILITY

Each Tenant under this lease is jointly and severally responsible to the Landlord for the total rent due for this residence. If any Tenant fails to pay rent, any and all of the other Tenants may be held liable by the Landlord for unpaid rents, damages, and charges including all collection fees. It is further agreed that the Tenants shall occupy this premise only for their own personal use and no other persons other than the named Tenants shall occupy it.

Tenants agree that they will take care of any private walks, porches or landing from snow or Ice and Tenant shall be Responsible for lack of upkeep, (Shovels and/or rock salt is supplied by Landlord at Unit).

Tenants further agree that they will conduct no activities which create an unreasonable disturbance on the premises so as to be disturbing to the other Tenants in the building or to persons living in the area. If there are two separate complaints on noise or disturbance, there will be a fine up to \$100.00 added to your rent, although this is still a break of the agreement and can be judged accordingly.

Landlord shall not be liable to Tenants, nor to their guests, for damages or loss to person or property caused by other persons, including theft, burglary, assault, vandalism or other acts or crimes. Landlord agrees to address any security concerns to the best of their ability and to reasonably ensure the security of the premises. Landlord shall not be liable to Tenants, nor their guests, for personal injury or property damage (furniture, jewelry, clothing, etc.) caused by sewer backup, interruption of utilities or other occurrences. to protect against loss from property damage or personal liability. Also, proof of Renters Insurance (or equivalent) is mandatory to rent from Carty Rentals to protect against loss from property damage or personal liability.

RIGHT OF RE-ENTRY

While the Tenants' rights to privacy shall be respected, the Landlord, or representatives, reserve the right to enter the premises in emergency cases for repairs without notice, if necessary. The Landlord or representatives shall also have the right to show the premises for rental at any reasonable hour and will make prior arrangements with reasonable notice. **Communication pertaining to the unit will be sent out to E-mail addresses given below as a group.**

PASS THRU CLAUSE

Increase in State or local Property taxes, Government fees and levies, and charges for municipal services (including gas, electricity, sewer, water, and trash/ recyclables) may be added on to the base rent. Pass-Through of these costs will be made by allocating such costs to each unit based on the relationship of a unit's rent to the sum of the rents of all units to which the cost applies.

SUBLEASING

Tenants shall not sublease the Premises without Landlord's written consent; but this consent shall not be withheld unreasonably.

FIRE EQUIPMENT

U.L. listed and approved smoke detector(s) have been installed in the above-mentioned residence in accordance with the existing Codes, as of the date of installation. The smoke detector and fire extinguisher supplied, has been checked and was functioning properly upon Tenants gaining Possession of unit. It is the Tenants responsibility to periodically inspect the smoke detector and fire extinguisher, and notify Landlord, in writing, if said detector or extinguishers are not operating properly or are missing. Tenant is responsible for the replacement of dead or Missing batteries, damaged smoke detectors, and used or damaged fire extinguishers from misuse.

MAINTENANCE OF APARTMENT BUILDING

All repairs and extermination charges will be charged to Tenants as rent. It is agreed by and between the Landlord and Tenants that this agreement includes the entire understanding of the Lease Agreement and that no oral representation has been made. This agreement shall be binding upon the executors, administrators, successors, and heirs of the Landlord and Tenants.

ADDENDUMS

The following addendums are attached hereto and incorporated herein by reference:

Rental Guarantee form: _____, Rules and regulations: _____, Pet: _____, Lead base paint disclosure form: _____,

LANDLORD RESERVES THE RIGHT TO VOID THIS LEASE WITHIN 72 HOURS FROM EARLIEST DATE SIGNED BY TENANT(S), WITH 100% OF MONEY PAID TO LANDLORD IN THESE 72 HOURS PAID BACK TO PROSPECTIVE TENANT(S).

IN WITNESS WHEREOF, the Landlord, and/or its Representatives, and Tenant(s) have executed this agreement on the ____ day of _____, _____.

BY: _____ (Copies given to _____ #'s below)

Signature below is acceptance that you have viewed rental and are in agreement with structural condition also accept rental AS IS (rental will be cleaned, and maintenance will go thru). All other agreed upon improvements **WILL** be noted on this lease. If not noted, then improvements are at landlord discretion. (This includes both written and verbal discussions).

1. Date _____

Signature: _____

Printed Name: _____

Social Sec. #: _____

Cell Phone: _____

E-Mail: _____

2. Date _____

Signature: _____

Printed Name: _____

Social Sec. #: _____

Cell Phone: _____

E-Mail: _____

3. Date _____

Signature: _____

Printed Name: _____

Social Sec. #: _____

Cell Phone: _____

E-Mail: _____

4. Date _____

Signature: _____

Printed Name: _____

Social Sec. #: _____

Cell Phone: _____

E-Mail: _____

5. Date _____

Signature: _____

Printed Name: _____

Social Sec. #: _____

Cell Phone: _____

E-Mail: _____

6. Date _____

Signature: _____

Printed Name: _____

Social Sec. #: _____

Cell Phone: _____

E-Mail: _____

Rules & Regulations Addendum to Lease

1. There shall be no pets (unless Pet addendum signed through office) or animals brought onto or kept in/on premises. The fine for this violation is \$100 and an additional \$20 per day of violation until the animal(s) are removed. No visiting dogs or cats allowed.
2. The premises shall be used by the Lessee as a dwelling for those persons listed on the rental lease only. Any other persons found to occupy the dwelling shall be together with all persons on the lease, charged at the rate of \$30 per day from the beginning of said occupancy.
3. No one shall receive mail at the apartment or house other than those persons listed on the lease.
4. Late charge of \$40 per tenant will be assessed on the 6th of each month should the tenant owe greater than or equal to one month's rent at that time.
5. A \$20.00 per hour charge will be assessed the Tenant for each hour Tenant occupies the premises after the lease has expired.
6. Tenant shall not make alterations or decorations that alter the physical appearance of the property without written consent of the Landlord. The use of mirror, cork tile, wall paper, or paint is not permitted unless consent given from office in writing. Any damage to walls from this will be charged to the tenant.
7. No household articles of bulk weight, including but not limited to waterbeds, pianos, cement blocks or beams shall be permitted in the premises.
8. Landlord shall have the exclusive right to make rules and regulations which will become effective upon notice to Lessee and may govern health, safety and welfare of the parties in the care, cleanliness and condition of the premises for the preservation and good order therein without breaching any terms or conditions of this agreement. Landlord shall have the exclusive right to make monthly inspections of the premises to check for the care, cleanliness and condition.
9. It is the duty of the Tenants of the building to not damage or allow foreseeable and reckless damage to occur to public areas of the building. Lessees will be charged in the event of vandalism.
10. Tenant shall not be responsible for items left in the premises after the expirations of said lease.
11. Tenant shall immediately report any water and gas leaks or malfunctions in the electrical systems. Tenant shall also report any roof damage or other significant damage or injury to the premises. Tenant may be charged for damages if no reports are made within a timely manner.
12. Tenant(s) shall be responsible for all things under his control including damaged or broken doors, locks, glass, and screens. Tenant agrees to pay for repairs or the replacement ruined or misused items that are the property of the Landlord.
13. Tenant agrees to pay for removal of any foreign objects from toilet or drain lines as well as any and all damages incurred from that misuse.
14. Tenants agree not to display any distasteful signs (this to be determined by Carty Rentals).
15. ALL REPAIR REQUESTS OR ANY COMPLAINTS MUST BE REPORTED THROUGH OUR OFFICE IN WRITTEN FORM – whether email or hand written.
16. We email notice for showing your house/apartment and also use email to contact you with other important items. Please add our email address to your non-spam. Our email address is manager@cartyrentals.com.
17. Keys & Car Tags must be returned within 24 hours after lease expires and/or you've vacated your rental. If you forget to return them, you will be charged \$50.00 per key and \$25.00 per car tag.
18. Above addressed Rental is to be kept cleaned both internally and externally BY ALL TENANTS. If this is not kept clean (to LANDLORD'S satisfaction), or deemed a health and liability hazard, cleaning people will be sent to rental AT TENANTS EXPENSE. A \$30.00/hour cleaning charge plus an administrative fee of \$50.00, each offense will be applied. Such charges shall be in addition to rent.
19. Pictures of Rentals may have to be taken for documentation and advertising purposes during year. (Personal items will be left out of pictures if possible) Notice will be given if such documentation is necessary.
20. Tenants agree to contact Landlord if they have to repeatedly flip a breaker. If Tenant does not he/she may be held responsible for any and all damages incurred.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first mentioned on the preceding lease. This RULES AND REGULATION FORM will be for any extensions renewals or signing of any lease(s) above lessee/s sign/s (Possibly a different rental address from stated above), from CARTY RENTALS. Rules above our subject to be changed with posted notification to rental above.

_____ (TENANT) _____ DATE

_____ (TENANT) _____ DATE