

LEASE AGREEMENT

CARTY RENTALS /Donovan Enterprises of B.G. LLC or C and Z Properties of Bowling Green Ohio LLC, landlord, its successor and/or assigned does hereby lease unto:

(Print name here on a line) \_\_\_\_\_ Tenant \_\_\_\_\_ Tenant \_\_\_\_\_ Tenant \_\_\_\_\_  
\_\_\_\_\_ Tenant \_\_\_\_\_ Tenant \_\_\_\_\_ Tenant \_\_\_\_\_  
\_\_\_\_\_ Tenant \_\_\_\_\_ Tenant \_\_\_\_\_ Tenant \_\_\_\_\_

Jointly and severally, the property known as the house or Apartment Address here? \_\_\_\_\_ Bowling Green, Ohio.  
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 \_\_\_?\_\_\_ 201\_\_\_?\_\_\_ after 4 PM and ending on the \_\_\_?\_\_\_ day of \_\_\_?\_\_\_, 201\_\_\_?\_\_\_ at 12 noon A total number of not more than \_\_\_?\_\_\_ Tenants may reside at this residence. # \_\_\_?\_\_\_ person/s may be added to lease for 50.00 a month charge per person.

RENT

The Tenants in consideration of the agreements contained herein, hereby promise to pay said Landlord or his representative the sum of \$ \_\_\_?\_\_\_ at a payment not to exceed \$ \_\_\_?\_\_\_ total this is subject to a clean house discount (see rule #24 in rules and regulations) of 50.00 a payment Which intern may reduce rent to the advertised amount of \$ \_\_\_?\_\_\_ available as follows: \$ \_\_\_?\_\_\_ per payment for \_\_\_?\_\_\_ payments and/or

pay by semesters totaling \$ \_\_\_?\_\_\_ that may be paid as follow 2 payments of \$ \_\_\_?\_\_\_ per semester on a school year lease paid July 1<sup>st</sup> 20\_1\_?\_\_\_ and November 1<sup>st</sup> of 201\_\_\_?\_\_\_ and if applicable also a \_\_\_3\_\_\_ month lease there will be a additional summer semester payment due of \$ \_\_\_?\_\_\_ rent will be paid respectively based on start date and due on April 1<sup>st</sup> of 20\_1\_?\_\_\_, Semester rent must be paid on due month to get semester rate or monthly rate will apply. If paid by semester you would receive a \_\_\_?\_\_\_ % discount equaling to \$ \_\_\_?\_\_\_ a Payment.

All rents will be payable approximately 1 1/2 -2 months in advance on the \_1ST\_ day of each stated payable month beginning on \_?\_\_\_ 201?\_\_\_

SECURITY DEPOSIT

Upon the execution of this lease, Tenants shall deposit with the Landlord or his representatives the sum of \$ \_\_\_?\_\_\_ 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.** 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 in full. Tenants should prepare a move-in sheet immediately upon moving in and furnish Landlord with signed copy of such move-in sheet. Any utilities required to be left in landlord name will require a separate deposit based on amount required from utility company's GAS:\$ \_\_\_?\_\_\_ ELECTRIC, WATER SEWAGE: \$ \_\_\_?\_\_\_ totaling a Utility deposit of \$ \_\_\_?\_\_\_ this to be paid in full with first month rent. and can be considered as part of original rental security deposit as stated above.

UTILITIES

The Tenant agrees to pay all Utilities Except the following utilities indicated landlord or Management below:

**Electric: TENANT BUDGET: NO / Gas: TENANT BUDGET: No / Water and Sewage: TENANT budget: YES**

above Utility Budgets to be paid to Landlord, from previous year amounts, and balances to be settled thru security Deposit return. Such charges shall be in addition to rent. Any landlord utility balances or budgets must be paid before rent. Telephone and Cable are to be paid separately by Tenants. It is also agreed Tenants shall conserve all utilities furnished by Landlord, and will be liable for any wasted utilities due to lack of conserving. And at no time during the time between November 1 through March 15 of the lease term will the heat be turned down below 65 degrees or the heat will be turned off, whether heat is paid by tenant or landlord. And if damages accrued to unit or other units due to lack of proper heating of unit Tenant will be responsible for all damages. Initials here \_\_\_\_\_ confirms you have received detailed information, both in written and verbal form on how Carty Rentals operates the above "Budget" and Internet Program.

PAYMENT OF RENT

All payments of rent may be made at or mailed to the office, 316 E. Merry St., Apt. #10, Bowling Green, Ohio 43402 -2048, and payable to Carty Rentals Failure to pay within (5) five days of the due date 40.00 late charge which will be added to your rental account (see #4 rules and regulation). To avoid, late fees, ask about guaranteed rent. Rents are not Pro-rated. All Credit/Debit card payments (MasterCard, Visa or PayPal) will be sir charged 5% convenience fee. **Lockout keys will be charged \$50.00. To reduce this \$50.00 lockout fee you may purchase lease lock out "insurance" this will reduce lock out fees to \$10.00,** initial here to except "insurance" \_\_\_\_\_ Date: \_\_\_\_\_ you will be charged onetime \$35.00 per tenant on lease. Returned checks will be charged \$35.00. There will be a \$35.00 charge for not returning car tag, keys or recycle bins. If Tenants wishing to have any furniture removed and stored from his or her rental (as long as the Landlord has room to store it) there will be a \$90.00 storage fee. Such charges above shall be in addition to rent.

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 and state outlined in O.R.C. section 5321.05 , to only park on surfaced/stone areas, while in 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. Also a mandatory \$250.00 inspection fee will be assessed to your rental account for each separate time on roof. (Breaking of Plexiglas strip(s) on window constitutes being on roof). : 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 year to keep rental clean for both health and safety reasons see (rule #28 under rules and regulations) 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. Landlord at move out will record rental within 48 hours and Tenant will be notified so he/they can attend procedure.

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, anyone of the other Tenants or any number of other Tenants may be held liable by the Landlord for unpaid rents, damages, charges including all collection fees .Tenants are also responsible for any cost involved to collect any unpaid balances to the Landlord. The Tenant will not sublet or assign the premises without the written consent of Landlord, which consent will not unreasonably be withheld. A subletting fee will be charged by Landlord and paid by Tenants. 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 be Responsible for lack of upkeep, (feel free to use Shovels and/or rock salt supplied by landlord at Unit or Common Area). 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 is 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 an 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 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. Tenants are strongly urged to acquire renter's insurance 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 reserves 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, but will try to make prior arrangements. **Information pertaining to Unit will be sent out during year to below E-mail addresses as a Group. Please place JOHN2@CARTYRENTALS.COM on your NON-SPAM list or IN ADDRESS BOOK so messages will be received.**



**Rentals Rules & Regulations Addendum to Lease**

- 1. There shall be no pets (unless Pet addendum signed through office) or animals brought into or kept in/on premises. The fine for this violation is \$100 and a \$20 per day 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 application and 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 and must be in compliance with city ordinances as stated on lease(see below)

**Bowling Green ordinance Section 150.03, definition it stated as follows. Defined family is: "An individual or married couple and natural or adopted children thereof, or foster children placed by a duly constituted state or county agency, occupying a dwelling for the purposes of habitation, and including other persons related directly to the individual or married couple by blood or marriage."**

- 3. No one shall receive mail at the apartment or house other than those persons listed on the lease.
- 4. Instead of a daily late charge, Carty Rentals will now be implementing a bi-monthly late charge of \$40 per tenant and will be assessed on the 6<sup>th</sup> and 20<sup>th</sup>.
- 5. Lessee shall not make copies of keys without written consent of the Landlord. If done, tenants will pay for new locks.
- 6. A \$20.00 per hour charge will be assessed the Tenant for each hour Tenant occupies the premises after the lease has expired.
- 7. Tenant shall not make alterations or decorating without written consent of the Landlord. Rents shall not be adjusted during the interruption or failure of equipment where such is beyond his control, and does not exceed a reasonable time for repairs. The use of mirror, cork tile, wall paper or paint is not permitted unless consent given from office. Any damage to walls from this will be charged to the tenant.
- 8. No grills will be allowed to be used on balconies or in hallways or steps at any time.
- 9. No household articles of bulk weight, including but not limited to waterbeds, pianos, cement blocks or beams shall be permitted in the premises.
- 10. 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.
- 11. 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 charge in the event of vandalism, less any insurance recovery.
- 12. Landlord shall not be responsible for items left in the premises after the expirations of said lease.
- 13. PARKING- It is expressly understood and agreed that parking spaces at said premises are limited to private vehicles and that tenant(s) shall have no right to store any vehicles, boats or trailers or other property in the parking lot. Tenant further agrees that any vehicles owned by Tenant(s) remaining on property after termination of lease of this lease may be immediately removed by the Landlord with full immunity from damage or cost of such removal. Tenant agrees to register any/all vehicles owned by Tenant(s) at the rental office. Parking is available but not guaranteed.
- 14. 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.
- 15. Tenant(s) shall be responsible for all things under his/her control including damaged or broken doors, locks, glass and screens. Tenant agrees to pay for repairs or the replacement of light bulbs, furniture and drapes this also includes shovels etc., including any misused items.
- 16. Tenant agrees to pay for removal of any foreign objects from toilet or drain lines. And pay for any and all damages incurred from that misuse.
- 17. Doors to apartments and buildings should be closed at all times.
- 18. Tenants agree not to display any distasteful signs (this to be determined by Carty Rentals).
- 19. For office organization purposes...ALL REPAIR REQUESTS OR ANY COMPLAINTS MUST BE REPORTED THROUGH OUR OFFICE IN WRITTEN FORM.
- 20. We often email you notices for showing your house/apartment and to get a hold of you for other important items. Please add our email address to your non-spam so it does not add up in your junk folder. Our email address is [john2@cartyrentals.com](mailto:john2@cartyrentals.com).
- 21. Keys & Car Tags you must return within one week after lease end date and/or you've vacated your rental. If you forget to return them, or you will be charged.
- 22. Internet charges may be waived or Free Internet or cost of basic internet will be issued to those whom sign up for W.C.H. Payments with Carty Rentals
- 23. Above addressed Rental is to be kept cleaned BY ALL TENANTS. IF THIS IS NOT kept clean (TO LANDLORD'S satisfaction) or deemed a health, liability hazard, cleaning people will be sent to rental PERIODICALLY, with proper 24 hour notification, AT TENANTS EXPENSE, charged at \$30.00 hour plus a administrative fee of \$50.00, each offense Such charges shall be in addition to rent.
- 24. **Clean house Credit explanation** there will be a rent credit (noted under "rent" paragraph in lease) on all rentals that keep their rental in a clean and showable condition. (Rental Condition to be deemed by Landlord.) Landlord will not deny credit unreasonable. It is assumed credit discount will be issued by landlord making rent as Advertised. If credit not given rent will be collected retroactively.
- 25. 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)
- 26. Tenants may not park or block drive areas at any time, including times when Snow plows need excess to such areas. Tenants are subject to be towed with no warning at their expense, including if they have a car tag from Carty Rentals.
- 27. Tenants need to contact Landlord if they have to repeatedly flip a breaker or have any other electrical or utility issue/s, If Tenant does not he/she may be held responsible for any and all damages incurred.

**Furniture list provided by landlord if noted**

- 1. Twin Bed Frame = \_\_\_\_\_ 3. Kitchen Table & Chairs \_\_\_\_\_ 5. Coffee & 1 or 2 End Tables \_\_\_\_\_
- 2. Dressers Needed = \_\_\_\_\_ 4. Desks = . \_\_\_\_\_ (normally not more then 1 per bdrm)
- 5. 1 or 2 Mirrors \_\_\_\_\_ (NORMALLY 311 E. MERRY ONLY) 6. Other \_\_\_\_\_
- 7. Other: \_\_\_\_\_ Initialed on \_\_\_\_\_ by \_\_\_\_\_

**IN WITNESS WHEREOF, the parties hereto have set their hands on the days and year first mentioned on the proceeding lease.**

**This RULES AND REGULATION FORM will be for any extensions renewals or signing/s of any lease/s above lessee/s sign/s (Possibly A different rental address from stated above), from Carty Rentals / C&Z Properties or John Carty Management**

**Rules above our subject to be changed with posted notification to rental above.**

\_\_\_\_\_  
(LESSEE) DATE \_\_\_\_\_  
\_\_\_\_\_  
(LESSEE) DATE \_\_\_\_\_  
\_\_\_\_\_  
(LESSEE) DATE \_\_\_\_\_  
\_\_\_\_\_  
(LESSEE) DATE \_\_\_\_\_  
\_\_\_\_\_  
(LESSEE) DATE \_\_\_\_\_  
\_\_\_\_\_  
(LESSEE) DATE \_\_\_\_\_

**Disclosure of information on Lead-Based paint and/or Lead-Based Paint Hazards**

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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor'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)  Lessor has no knowledge of lead-based and/or lead-based paint hazards in the housing.

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

- (i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_  
\_\_\_\_\_
- (ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

Lessee has received copies of all information listed above  
 Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

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

**Certification of Agency**

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.

_____	(Date)	_____	(Date)
(Lessee)		(Lessee)	
_____	(Date)	_____	(Date)
(Lessee)		(Lessee)	
_____	(Date)	_____	(Date)
(Lessee)		(Agent)	