



Gaughan Properties  
540 Teteridge Rd.  
Columbus, Ohio 43214  
(614)562-4546

## LEASE AGREEMENT

This lease agreement is made this \_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_, at Columbus, Ohio, by and between **Edward Gaughan** owner, and Gaughan Properties, manager, herein called "Landlord" and \_\_\_\_\_ Herein called "Tenant".

In consideration of mutual covenants, promises and agreements contained herein, Landlord hereby rents to tenant and Tenant hereby leases from Landlord the Premises known as: **126 Chittenden Ave, Columbus, OH 43201.**

for the term of **1 year 0 months, and 0 days** commencing on the **1<sup>st</sup> day of** \_\_\_\_\_ and fully ending on the **31<sup>st</sup> day of** \_\_\_\_\_.

**Rent:** Tenant agrees to pay as rent for the Premises the total sum of \$ \_\_\_\_\_ at a rate of \$ \_\_\_\_\_ per month. With a pro-rated amount of N/A from the period of N/A.

In addition, Tenant agrees to pay all utilities as provided for in paragraph 16.

The rent installments shall be paid on the first day of each month during the lease term. All rent received after the **5<sup>th</sup>** shall be subject to a Fifty Dollar (**\$50.00**) late charge. Any rental payment not made in full by the fifth day of any month shall constitute a breach of this agreement, at the option of the Landlord. All returned checks are subject to a **fifty dollar (\$50.00)** charge. **All funds received shall be applied to: dishonored check charges; late charges; damage charges; delinquent rent; unpaid utilities; and current rent, 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 checks payable to Gaughan Properties, 540 Teteridge Rd, Columbus, Ohio 43214.**

The Tenant agrees further that acceptance and/or refusal by the Landlord of the rent payment after the due date shall in no manner constitute a waiver of the Landlord's rights in the event of the Tenant's failure to make rental payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which Tenant is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by the Landlord, and the necessity of demand for the rent by the Landlord when the rent is overdue, is hereby waived.

**All rent must be made out in one check. Multiple checks will only be accepted with an additional \$10 fee per additional check.**

The parties do hereby agree and covenant as follows:

1. **Management:** The management company will operate to maintain the Premises to conform to housing regulations as set forth by the local governing authority in which the leased Premises shall be situated, as interpreted by that local governing authority.

2. **Move-in-Date:** The agreed upon move in date for the Tenant is **November 1, 20\_\_\_\_**. This date can be changed only in writing accepted by the Landlord. The date is subject to availability for any reason, Landlord shall not be liable for damages suffered by Tenant prior to move in date. The lease is conditioned upon Landlord's ability to secure possession of the premises from current occupants, if any, by the commencement date hereof. If Landlord is unable to deliver possession of the Premises to Tenant at the commencement date for any reason, Tenant's right of possession shall be postponed up to ten (10) days without any liability on the part of Landlord to Tenant for any such postponement for up to 10 days. Tenant may terminate this lease and receive full security deposit and any prepaid rent if Landlord is unable to deliver possession within 10 days of the stated move-in date. Prior to move in, each individual listed in the first paragraph shall have: (a) paid the full security deposit and first month's rent, and (b) either have obtained a cosigner to guarantee the lease or have prepaid the last month's rent in full. Landlord at his sole discretion shall have the right to declare this lease null and void if any of these obligations has not been met. **Should Tenant terminate this lease prior to the move-in date, Tenant agrees to forfeit the security deposit as payment toward any damages incurred by Landlord as a result of Tenant's breach.**

3. **Representation and Possession:** Tenant represents and warrants that the statements made on the Tenant's signed application are true. Any false information provided shall constitute a breach of this lease, entitling Landlord, at Landlord sole option, the right to terminate the lease and repossess the premises in accordance with prevailing law. This lease is a joint and several lease. All parties signing this lease are responsible for the entire lease as a whole.

4. **Condition of Premises:** Tenant hereby acknowledges that Tenant has inspected the Premises and agrees to accept the Premises in an "as-is" condition with the exception of any painting and cleaning necessary as noted at the end of this Agreement. 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. The Landlord shall provide an inventory and condition form to the Tenant on or before move-in. Within seven (7) days after move-in, the Tenant shall note all defects or damages on the inventory and condition form and return it to the Landlord's agent; otherwise, the Premises shall be presumed to be in clean, safe, and good working condition.

5. **Security Deposit:** Tenant has deposited with Landlord upon signing of this lease a "SECURITY DEPOSIT" to insure the full and faithful performance by Tenant. Landlord may use, apply, or retain all or any portion of the security deposit for any obligation and or liquidated damages upon execution of this lease or any premature termination of this lease; provided, however, that in any such event Landlord may seek redress against Tenant for any such damages suffered by Landlord in excess of the Security Deposit. The Security Deposit or any portion not so used, applied or retained shall be refunded to Tenant in accordance with applicable law after termination of the tenancy and delivery of possession of the Premises to Landlord with interest, if any required by law. Landlord will comply with all applicable law pertaining to the return of the Security Deposit. All security deposits received by RZ Realty are transferred or retained in the owner's account and possession. 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. In the event that any part of the Security Deposit shall have been utilized by Landlord in accordance with the terms hereof or applicable law, Tenant shall upon demand immediately deposit with Landlord a sum equal to the amount so applied by Landlord so Landlord shall have the full Security Deposit on hand at all times during the Lease Term including any extension, renewal. Also, Tenant agrees to pay for collection charges incurred by owner for tenant failing to pay their account in full. In the event of the sale, transfer or assignment by Landlord of its interest in the Premises of this Lease, Landlord shall have the right to transfer the Security Deposit to the transferee whereupon Landlord shall be released from all liability for the return of the Security Deposit and Landlord shall have no further liability to return such Security Deposit to the assignor or sub-landlord.

6. **Rent Adjustments:** If this Lease is extended or renewed for an additional period, then Tenant shall pay a rental amount to be renegotiated, and Tenant may be asked to increase the Security Deposit to equal the new rental rate as a result of releasing at Landlord's sole option.

7. **Damage to the Property; Liability for Tenant's Conduct:** Tenant shall defend, indemnify and hold harmless Landlord from any damages or claims of any type caused by Tenant or a guest of Tenant or incurred by Tenant or a guest of Tenant. Tenant agrees to pay Landlord for any damages to the unit caused by either Tenant or Tenant's guest.

8. **Sublease:** No person shall be released from the covenants of the Lease without first obtaining written approval from the Landlord.

9. **Insurance:** Tenant will do nothing and permit nothing to be done on the premises, which will negate coverage for any fire or other insurance policy covering the same. Landlord's insurance does not protect the possessions of the Tenant. Tenant will be responsible for insuring Tenant's personal property within the Premises. Therefore, it is strongly recommended that the Tenant purchase a Renter's Insurance policy, and the Tenant hereby relieves the Landlord of all risk that can be insured thereunder.

10. **Inspection/ Repair:** Landlord or its employees shall and may enter in and upon the premises to render services and make adjustments for maintenance, construction, and remodeling of the premises and for all other proper purposes. Landlord shall have the right upon reasonable notice to show the premises to prospective Tenants or purchasers. Twenty-four (24) hour notice shall be considered to be reasonable notice in non emergency situations. Landlord shall have the right to enter the premises without notice if emergency repairs are required. Tenant is responsible for all repairs and maintenance for damage caused by the Tenant other than normal usage of the leased premises. All labor and materials are chargeable to the Tenant and 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. They are to be reported and repaired within 3 days of any malfunction or breakage. Landlord shall be notified about all damages that have occurred and repairs that have been completed so that Landlord may inspect and approve the work.

## 11. Tenant Responsibilities:

- A. Tenant agrees to keep the exterior and interior of the Premises safe and sanitary. Where dumpsters are provided, Tenant shall use appropriately. Where Tenant is to provide his own trash containers, Tenant shall put trash out for collection on designated day and store containers appropriately. Tenant will dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the Landlord. Tenant will receive one warning letter then be charged \$50 every time Landlord has to clean trash in or around the Premises.
- B. Tenant shall operate all electrical, gas, plumbing and heating fixtures and appliances in accordance with the operating instructions in a safe manner, and in the event the plumbing in the Premises is obstructed due to the negligence of the Tenant or Tenant's family, guests or permittees, licensees, employees or agents, Tenant shall pay the cost of cleaning such obstruction immediately upon presentation of the bill to the Tenant by Landlord. Tenant agrees to keep all plumbing fixtures in the Premises or used by the Tenant as clean as their condition permits.
- C. Tenant shall, at his own expense, furnish and replace all light bulbs and fuses.
- D. Tenant will be held responsible for any damage to the Premises caused by neglect on the part of the Tenant. Tenant shall personally refrain, and forbid any other person who is on the Premises with his/her permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the Premises.
- E. Tenant shall keep any carpeting on the Premises clean and in good condition.
- F. Any repairs made necessary by acts of commission or omission of Tenant, Tenant's guest, or pets shall be paid by Tenant at the rate of thirty-five (35.00) dollars per hour, plus materials. With the exception of Tenant's obligations in paragraph 10, **Tenant shall not contract for any repairs on or about the Premises without prior approval of the Landlord.**
- G. All lockout calls made by the Landlord shall be charged to the Tenant at the rate of thirty-five (35.00) dollars per call between the hours of 8:00 a.m. and 10:00 p.m. or at Fifty (50.00) dollars per call between 10:00 p.m. and 8:00 a.m. Lost keys will be replaced at the cost of two- fifty (\$2.50) per key during regular office hours. Keys not returned upon move-out will be charges for changing locks of \$25.00/lock.
- H. Tenant shall furnish neutral draperies or blinds within fifteen (15) days of move-in date and shall not use sheets or blankets as window coverings. There will be a \$50 charge for non-compliance of window coverings.
- I. Tenant agrees to comply with the requirements on Tenants by all applicable state and local housing, health and safety codes.
- J. Tenant shall maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the Landlord.
- K. Tenant shall promptly notify the Landlord of the need for repairs.
- L. Tenant shall conduct him/herself and require all persons on the Premises to conduct themselves in a manner that will not disturb the "peaceful enjoyment" of all neighbors.
- M. Tenant shall not unreasonably withhold consent for the Landlord or his/her agents to enter the Premises.
- N. Use of any controlled substances in violation of law by Tenant or anyone on the Premises is prohibited and constitutes a material breach of lease.
- O. Tenant shall regularly test all smoke detectors, supply electric current thereto (battery or electric current if required by lease), and notify Landlord in writing of any mechanical failure, need for repair, or replacement.
- P. The Landlord is not required to rebuild or restore the premises if said premises becomes uninhabitable by reason of fire or other casualty caused by the negligence of the Tenants, Tenant's guests, or occupants.

12. **Uses:** The Premises will be used solely as a dwelling to be occupied by no more than the number of persons set forth on the application for Lease, including children, and for no other purpose. No persons other than Tenant and the members of the immediate family of the Tenant shall be permitted to occupy the Premises without the prior written consent of Landlord, provided, however, the occasional visit of guests, not to exceed two weeks during any consecutive twelve month period without the prior written consent of the Landlord, are permitted. The Tenant agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by the Landlord because of fire or any other risk or in any other manner which would disturb the peaceful, quiet enjoyment of any other occupant of the community of which the Premises are a part. The Landlord reserves the right of eviction for the illegal manufacture, distribution, use or other illegal activities in connection with controlled substances. A criminal conviction shall not be necessary before the Landlord can institute an eviction action. Failure by Landlord to enforce 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. Where not prohibited by law, Landlord may discontinue providing certain services to Tenant that are being furnished to several occupants on a common basis; Tenant acknowledges that any services not expressly provided for in this Lease do not constitute an obligation of Landlord.

13. **Alteration:** Tenant shall not make any structural changes, alterations, additions, or decorations to the premises without prior written consent of Landlord. Tenant shall not paper, paint, decorate, nor install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerating or cooking units, radio or television antenna, nor drive nails or other devices into the walls or woodwork, (a reasonable number of picture hangers excepted), nor change the existing locks of the Premises, without the prior written permission of the Landlord. No water furniture, antennas, additional phone or TV cable outlets, alarm systems, or **lock changes**, making additional keys, or rekeying shall be permitted except by the Landlord's prior written consent. The Tenant shall not disable, disconnect, alter or remove the Landlord's property, including security devices, alarm systems, smoke detectors, appliances, furniture, and screens. When moving out, the Tenant shall surrender the Premises in the same condition as when received, reasonable wear excepted.

14. **Pets:** Tenant shall not have any pets, even temporarily, without written consent of the Landlord. Pets require additional deposit. If written consent is granted, Tenant agrees to pay to have Premises de-flea and de-ticked at the termination of occupancy at a minimum charge of thirty-five dollars (\$35.00) per room, to be deducted from the pet deposit. Tenant also agrees to pay any cleaning or replacement costs caused by pet odor or excrement. Pets require an additional refundable deposit of \$250.00, plus additional \$10 rent per month for each pet. Pets must weigh a maximum of thirty-five (35) pounds and be a minimum of two years of age. Tenant is responsible for removal of pet waste from the Premises. Failure to do so will constitute a material breach of this lease.

15. **Parking:** Parking may be on a regulated base at Landlord's discretion. If parking is available or permitted by Landlord; Vehicles improperly parked may be towed at Tenant's or their guest sole expense. Parking is a privilege; any problems may result in the loss of use of parking for the lease term. For residents with assigned parking, residents must use parking spaces marked N/A and N/A

16. **Utilities:** Tenant shall pay all utility bills for services separately metered, submetered, or billed based on **100% of GAS, ELECTRIC, and/or SEWER/WATER (whichever is circled)** provided to the Premises during the lease term, including any extension, renewal, or holdover term. Tenant's nonpayment of any utility bill is a material violation of this lease. Failure to pay a utility bill within 15 days of its due date may result in an eviction action being filed against Tenant. Tenant shall transfer all appropriate utilities into Tenant's name within 3 business days of occupancy. Failure to do so shall result in a \$50.00 charge. The Tenant agrees to reimburse the Landlord for any utility bills paid by the Landlord during the Lease. Disconnection of the electric or gas service due to non-payment by the Tenant for more than five (5) days shall be considered a material breach of this lease agreement.

17. **Termination Of Lease:** Tenant shall give Landlord notice on or before N/A, as to whether Tenant is renewing the Lease for the following year. Upon reasonable notice by Landlord, Landlord shall have the right to show said premises to potential new occupants for the Premises after Tenant gives notice of nonrenewal. Tenant shall at the time of vacating the premises, clean the premises and turn in all keys to Landlord. Failure to comply with the vacating policy will be cause to charge Tenant for changing locks and cleaning the property. The Tenant agrees to provide the Landlord, in writing, a forwarding address upon vacating the Premises.

18. **Counterparts:** This lease may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

19. **Responsibility:** All Parties signing below 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. The Lease and attached Addenda are the entire agreement between the Landlord and the Tenant. No representations oral or written, not contained herein or attached hereto, shall bind either party, except any attached Addendum. The Landlord or the Landlord's agents (including management personnel and other employees or agents) do not have authority to waive, amend or terminate the Lease or any part of it and do not have authority to make promises, representations or agreements which impose duties of security or other obligation on the Landlord or the Landlord's agents unless done in writing. No action or omission of the Landlord's representative shall be deemed a waiver of any subsequent violation, default, or time or place of performance.

20. **Non-liability:** The Tenant acknowledges that any security measures provided by the Landlord shall not be treated by the Tenant 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 unless caused by the Landlord's negligence. 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 are requested to render services not contemplated in the Lease, the Tenant shall hold the Landlord harmless from all liability for same.

21. **Default by the Landlord:** If the Landlord is in default of the obligations imposed by the Lease, the Tenant may terminate the Lease by following these procedures (as directed by Revised Code 5321.07): (1) the Tenant shall make written request to the Landlord or Landlord's agents for repair or remedy of the condition within a reasonable time, and all rents must be current at such time; after receiving the request, the Landlord shall have the reasonable time to repair, or remedy, considering the nature of the problem and reasonable availability of materials, labor and utilities, (reasonable time is considered to be not more than thirty (30) days); if such time has passed and if the Landlord has not made a diligent effort to repair or has not reported on the progress of remedy, then the Tenant may deposit all rent that is due, on or before the due date, with the Clerk of Courts of the Municipal or County that has jurisdiction or (2) the Tenant may give written notice on intent to terminate the Lease unless the repair is made within thirty (30) days.

22. **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 respective heirs, successors, executors, and administrators. The Consumer Sales Practices Act does not apply to the Lease.

23. **Addenda:** The following addenda and other provisions attached are a part of the Lease (as initialed below by Tenant and Landlord.)

	Landlord	Tenant	
A)	___	___	Inventory and Condition form
B)	___	___	Smoke Detector Addendum
C)	___	___	Pet Addendum
D)	___	___	Lead Based Paint Disclosure form
E)	___	___	Other Addenda as listed

24. The Premises shall include the following personal property owned by the Landlord:

25. **Additional Terms:**

The total Security Deposit owing under this lease is: \$ \_\_\_\_\_

A payment of : \$ \_\_\_\_\_ has been made against the security deposit.

26. All leases must be cosigned by a parent or include prepayment of last month's rent within 30 Days of execution of lease unless waived, as indicated here by Landlord \_\_\_\_\_ (initials of Landlord or agent evidence waiver).

27. Tenant acknowledges that the terms and obligations of this lease are joint and several.

**CAUTION TO ALL PARTIES: THE LEASE IS A BINDING LEGAL OBLIGATION. DO NOT SIGN WITHOUT FULLY UNDERSTANDING THE LEASE. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS.**

TENANT SIGNATURE (S) TO FOLLOW:

	SSN# _____	Date _____
	SSN# _____	Date _____
	SSN# _____	Date _____
	SSN# _____	Date _____
	SSN# _____	Date _____

UNIT ADDRESS: \_\_\_\_\_

GUARANTEE: I guarantee the fulfillment, JOINTLY AND SEVERALLY, of all obligations for every individual listed in the first paragraph of the Lease Agreement, including payment of rent in full. I realize that the terms and obligations of this lease are joint and several. All information supplied is true to the best of my knowledge. The co-signer(s) shall execute this guarantee no later than the move in date stated on the first page of the lease. If the cosigner has not executed this agreement by that date, Landlord, at Landlord's sole discretion, may declare this lease null and void and Tenant's deposit shall be forfeited.

It is further understood that I shall remain responsible throughout the initial term and any month to month renewal by the conditions of the Lease or until the Tenant returns exclusive possession to the Landlord, whichever is the longer. I hereby certify that the information contained in this application and any other attached financial information provided are true and accurate and that if any such information is later discovered to be false, Landlord may terminate the Lease Agreement and evict Tenant forthwith.

Name: \_\_\_\_\_ SS# \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_

Driver's License # : \_\_\_\_\_

Relationship to Tenant: \_\_\_\_\_

Occupation and EmployerName: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Employer Phone: ( ) \_\_\_\_\_

Cosigner Signature: \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
Notary Signature, Stamp and Seal

This lease is hereby-accepted by: \_\_\_\_\_

**To be completed by tenant upon taking possession of premises:**

**Received keys on (date) \_\_\_\_\_ Number of keys received \_\_\_\_\_**

**Tenant's signature \_\_\_\_\_**

**To be signed by agent of RZ Realty upon receiving first month's rent:**

**Agent's signature \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Date \_\_\_\_\_**