

Page 2 Rental Contract

Resident promises that no tacks, nails, or other hangers will be nailed or screwed into the woodwork, ceilings or walls. **No painting to be done, unless the premises are returned to its original condition. Please call the office to confirm paint colors prior to painting.** Damage caused by rain, wind or hail as a result of leaving windows or doors open, or damage caused by overflow of water, or stoppage of waste pipes, breakage of glass, damage to screens, **damage from pets, deterioration of lawns and landscaping**, whether caused by abuse or neglect is responsibility of the Residents. Resident agrees to provide pest control in the event it is needed Owner will provide fertilization and chemical weed control (3 applications per year).

9. LIABILITY –Each person signing this agreement as a resident is jointly and severally, (TOGETHER and SEPARATELY) responsible for all the terms of this agreement including the FULL rent amount and for any damages that become due. **The Residents warrant that any work done on the property will be undertaken only in the capacity of an Independent Contractor and not as an employee of the Owner/Manager, and further, that such work will be done only by qualified parties under the direct supervision of the Residents** who will be fully accountable for assuring that work is performed in a safe, competent manner in accordance with the applicable leases, codes and ordinances. **The Residents agree to accept full liability for any mishaps or accidents** and to hold the Owner/Manager free from harm or loss arising from claims of any other parties, regardless of cause, which might result from said work or his tenancy in any way. **If any material facts in the rental application are found untrue or if the premises are occupied by anyone other than the resident as stated in the application, the landlord will have the right to terminate this lease.**

10. ALTERATIONS – No alterations or redecorating of any kind to the dwelling shall be made without the written consent of Owner. Resident accepts premises in its current state, and agrees to return it in like condition.

11. SECURITY DEPOSIT – Resident agrees to pay a deposit in the amount of \$_____ to secure Resident’s pledge of full compliance with the terms of this agreement. Resident waives interest on any additional security deposit. Note: THE DEPOSIT MAY NOT BE USED BY RESIDENT TO PAY RENT DURING THE TENANCY, although the Owner may claim the security deposit for past due rent, or to pay a lease fee of one month’s rent should the term of the lease not be completed. The security deposit will be used at end of the tenancy to compensate the Owner for any damages or unpaid rent or charges. Any damages not previously reported, as required in Paragraph 7, will be repaired at Resident’s expense with security deposit funds. The initial payment of rent and security deposit under this agreement must be made by GUARANTEED FUNDS. **ADDITIONAL SECURITY DEPOSIT REQUIRED \$_____.**

12. PET FEE – Resident agrees to pay a NON-REFUNDABLE PET FEE OF \$35 PER MONTH PER PET. All pets found on the property, but not registered under this agreement will be presumed to be strays and disposed of by the appropriate agency as prescribed by law. In the event a Resident harbors and undisclosed pet, they agree to pay a pet fee for entire term of the agreement, regardless of when the pet was first introduced to the household. Name and description of pet or pet’s _____.

The Resident specifically understands and agrees:

- (a) No pet which is attack trained or vicious, with a history of biting people or other animals, or of property damage will be kept on the premises;
- (b) That the Resident is solely responsible for any and all damage to the Owner’s property including, but not limited to the premises, carpeting, draperies and blinds, wall coverings, furnishings, appliances, and landscaping, including the lawn, and shrubbery;
- (c) That in a like manner, resident is responsible for any and all damage or loss to persons or property of other caused by the Resident’s pet(s) and in this regard does hereby agree to hold the Owner harmless for any such damage;
- (d) That all pet(s) should be cared for and maintained in a humane and lawful manner.
- (e) That all pet waste shall be removed, including cleaning of HVAC air returns.
- (f) That all pets shall be maintained so as to not cause annoyance to others.
- (g) That Resident shall provide a renters insurance policy with a specific dog rider if a dog is kept at premises. Property Owner to be additional insured on this policy.

13. RESIDENT’S OBLIGATIONS – To meet all Resident’s obligations as in the Ohio Statues, including:

- (a) Taking affirmative action to insure that nothing exists which might place the Owner in violation of applicable building, housing, zoning, and health codes.
- (b) Keeping the dwelling clean and sanitary, removing garbage and trash as they accumulate, maintaining plumbing in good working order to prevent stoppage and/or leakage of plumbing fixtures, faucets, pipes, etc.
- (c) Operating all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances in a reasonable manner, safely.
- (d) Assuring that property belonging to the Owner is safeguarded against damage, destruction, loss, removal, or theft.
- (e) Conducting him/her self, his/her family, friends, guests, visitors in a manner which will not disturb others.

(f) Allowing the Owner/or Owner’s Agent access to the premises for the purpose of inspection, repairs, or to show the property to someone else at reasonable hours on request. **At the end of agreement Resident agrees to assist the owner by showing property to prospective residents prior to moving. If a qualified applicant agrees to rent the property through the assistance of the vacating resident, if the Resident vacates the premises prior to the end of the rental agreement, but assists the owner in finding a new lessee, the vacating Resident is eligible to receive his original security deposit & any prepaid duplicate rent plus a \$100 Bonus (Thank you) to be paid with the return of their deposit, less damages.** A lockbox may be installed, and used to facilitate showing of property in Resident(s) absence. Resident will allow showing of the home to prospective new residents upon 24 hour notice. **Residents refusal to allow a lockbox to be installed, or lack of co-operation in facilitating showings to prospective new residents, will forfeit the resident’s security deposit.**

(g) Living up to all the provisions of this Rental/Lease Agreement, particularly with respect to paying the rent on time and maintaining the property. Resident warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be grounds for termination of this Agreement and loss of all deposits without further recourse.

14. SUB-LETTING – Residents agrees not to Assign this Agreement, nor Sub-Let any part of the property, nor to allow any other person to live therein other than as named in Paragraph 5 above without first requesting permission form the Owner and paying the appropriate surcharge. Further, that covenants contained in this Rental Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced at once without notice.

15. COURT COSTS AND REINSTATEMENT FEES – Resident agrees to pay all court costs and a reinstatement fee of \$300 to the Owner in enforcing legal action or any of the Owner’s other rights under this agreement or any law of the State of Ohio. In the event that any portion of the Agreement shall be found to be unenforceable under Chapter 5321 of the Ohio Revised Code, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.

16. OWNER’S STATEMENTS – All rights given to the Owner by this agreement shall be cumulative in addition to any other laws which might exist or come into being. Any exercise, or failure to exercise, by the Owner of any right shall not act as a waiver of any other rights. No statement or promise of Owner or his Agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed.

17. RIGHT TO SIGN – The individual(s) signing this Lease/Rental Agreement as Resident stipulates and warrants that he/she/they have the right to sign for and bind all occupants.

18. BANKRUPTCY – If Residents become insolvent, or if bankruptcy proceedings shall be initiated by or against the Residents during the above tenancy, the Owner is hereby irrevocably authorized at his option to immediately cancel this rental contract. No receiver, trustee or other judicial officer shall have any right, title or interest in or to the above described property by virtue of this contract or of the claims of the Residents or any third party claims.

19. UTILITIES – Resident will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas or other bills incurred during their residency, and thru the last day of the month that Resident vacates the property. They specifically authorize Owner to deduct amounts of unpaid bills from their security deposit in the event they remain unpaid after termination of this agreement, in accordance with Section 5321.16 of the Ohio Revised Code.

Utilities must be transferred 3 days prior to occupancy by Resident. Keys will be issued following the transfer of the utilities into the tenant’s name.

Cable-_____ Phone-_____
Gas_____ Electric_____
Water/Sewer_____ Trash_____

20. RENTERS INSURANCE – No rights of storage are given by this agreement. The Owner shall not be liable for any loss of personal property by fire, theft, breakage, burglary, water damage or otherwise nor for any accidental damage to persons or property in or about the leases/rented premises or building resulting from electrical failure, water, rain, windstorm, or any act of God, contractors, or employees, or by any other cause, whatsoever. Resident hereby covenants and agrees to make no claim for any such damages or loss against Owner, but to purchase insurance, in adequate amounts to offset any risk.

21. REMOVAL OF PROPERTY – Resident agrees not to remove or alter the property without specific written permission from the Owner. Any removal or alteration of Owner’s property without permission shall constitute abandonment and surrender of the premises, and termination by the Resident of this agreement. Owner may take immediate possession and exclude Residents from the property, storing all Resident’s possessions at Resident’s expense pending reimbursement in full for Owner’s loss or damages.

22. LOST RENTS – All rents should be mailed through the United States Postal Service to 6077 Far Hills Ave. #116, Dayton, OH 45459. **Any rents lost in the mail will be treated as if unpaid until received by Owner.**

23. RETURN DEPOSIT – In accordance with Section 5321.16 of the Ohio Revised Code, release of security deposits is subject to the provisions of the Ohio Statutes and as follows:

- (a) The full term of the Rental/Lease Agreement has been completed
- (b) A full two (2) calendar months written notice has been sent to the Owner (or Agent) by registered mail prior to vacating.
- (c) No damage or deterioration to the premises, buildings, and grounds is evident.
- (d) The entire dwelling, appliances, closets, cupboards, and oven are clean and free from insects, the refrigerator is defrosted, all debris and rubbish has been removed from the property, **carpets are professionally cleaned and left clean and odorless.** (see attached list of recommended carpet cleaning companies)
- (e) All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, utilities charges, etc.
- (f) All keys have been returned, including keys to any new locks installed while tenant was in possession.
- (g) A forwarding address has been left with the Owner.

Within thirty (30) days after termination of occupancy the Owner will **mail** the security deposit to the address provided by the Resident in the names of all signatories hereto, or Owner will impose a claim on the deposit and so notify the Resident in writing. This is pursuant to Section 5321.16 of the Ohio Revised Code.

24. REPAIRS – In the event repairs are needed beyond the competence of the Resident, he or she is urged to arrange for professional assistance. Residents are offered the discount as an incentive to make their own decisions on the property they live in, and to allow the Owner to rent the property without the need to employ professional management. Therefore, as much as possible, the Resident should refrain from contacting the Owner except for emergencies or for repairs costing more than the discount, since such involvement by the Owner will result in the loss of the discount. **ANY REPAIR THAT WILL COST MORE THAN THE AMOUNT OF THE DISCOUNT MUST BE APPROVED BY THE OWNER OR THE TENANT WILL BE RESPONSIBLE FOR THE ENTIRE COST OF THAT REPAIR.** In no case will the owner/manager pay for materials or labor costs contracted for by the tenants without prior written authorization. Any improvements made by the tenant shall become the property of the Owner at the conclusion of this agreement.

25. LIMITED SUPPORT - The Tenants are advised that Owner is not able to provide the normal range of support landlords typically provide to tenants. Tenants are expected to use their best judgement in resolving problems if they are to realize the rental discount indicated in Paragraph 4. Tenants are encouraged to perform all repairs for which they are qualified.

26. COUNSEL – **Read this carefully! This is not an average Rental Contract!** It requires a far higher level of Resident responsibility and self support for which you will receive a monthly discount from market rents to compensate you for your extra effort. By signing this document you warrant that you understand all the terms and conditions under which the Owner has agreed to entrust his property to you. **You are prepared to perform the normal duties of the Owner yourself, or to have them performed by someone else at your expense.** In return you expect the Landlord to give you more discretion to make your own decisions about maintaining the house and grounds and to offer you stable rents over a relatively long term.

27. Move Out: Should resident vacate before the end of the lease term, the resident will be held liable for the rest of the term and responsible for all expenses in seeking another resident. **Painting:** If the Resident moves before residing a minimum of two years, and it is determined that the premises requires repainting, that is not considered “normal wear and tear,” the resident will be responsible for the repainting cost. **Move Out:** By 12:00 on last day of the rental period to allow new residents to move in. **Holdovers will be charged double the daily rent.**

28. WORKERS WARRANTY – All parties to this agreement warrant that any work or repairs performed by the Resident will be undertaken only if he/she is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all the applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Owner free from harm, litigation or claims of any other person.

29. PURCHASE OF HOME – Many of our residents are renting only temporarily, and will build a new home or purchase an existing home when the time is right, TEAM PARADISE would like to help you find that new home. We are at **www.TeamParadise.Info** or call (937)431-7764. As your Agent/Realtor in the new home transaction we can waive the balance of your rental contract responsibility, enabling you to purchase a home on your timetable, without being subject to damages, or losing your security deposit. This is a win-win scenario allowing you the flexibility to purchase at your convenience without risking additional expense. We will treat you fairly, professionally, and try to exceed your expectations.

30. ACKNOWLEDGEMENT – In this agreement the singular number where used will also include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor, and the term Resident will include the Tenant, Lessee. The below signed parties acknowledge that they have read and understand all of the provisions of this agreement.

Revised 11/10

Initials _____

Page 5 Rental Contract

31. **Military Clause** ____ Yes ____ No

32. **Copy of Drivers License** ____ Yes ____ No

33. **Security Deposit Received:** Amount \$ _____ Date _____

34. **Rent Received:** Amount \$ _____ Date _____

35. **Co-Signer Credit Application:** ____ Yes ____ No

36. **Insurance Co.:** _____ **Agent:** _____ **Phone #:** _____

Accepted this _____ day of _____, 20____ at Dayton, Ohio

Owner/Agent _____

UNDERSIGNED APPLICANTS AUTHORIZE ANY PERSON OR FIRM TO RELEASE INFORMATION CONCERNING THEIR CREDIT & PAYMENT HISTORY UPON PRESENTATION OF THIS FORM OR A PHOTO COPY OF THIS FORM AT ANY TIME.

I hereby authorize Art Paradise/Art Paradise, Inc. or agents or representatives to obtain information concerning my past, current and future credit, rental, criminal and employment history. I hereby authorize any of the following sources, including but not limited to (1) credit reporting agencies (2) public or privately owned utility companies (3) government housing (4) current and past landlords, employers or creditors to release any said information to the above named party. I hereby authorize release of any of the above sources, their officers, agents or employees from any liability for damages of any kind whatsoever, either caused by negligence or not, which may at any time result in a decision not to rent this property now or in the future by reason of compliance with the above mentioned inquiry, which may included the answering of specific questions and the giving of information concerning my (applicant and co-applicants) present or past record.

37. Owners Appliances at Residence

- Kitchen Range**
- Refrigerator**
- Microwave**
- Dishwasher**
- Disposal**
- Other**

Resident _____ **Phone #:** _____

Cell #: _____

E-Mail: _____

Resident _____ **Phone #:** _____

Cell #: _____

E-Mail: _____

Co-Signer _____ **Phone #:** _____

Cell #: _____

E-Mail: _____

The co-signer(s) acknowledges that he/she has agreed to accept full and complete responsibility of the obligations and debts incurred by the Resident(s) as a result of this contract including, but not limited to, unpaid rent, damages to property and court costs, for the entire duration of either the Resident's occupation of the premises or the duration of the lease, including any renewals of the current lease, whichever is longer.

- [] **A.P.I.**
- [] **PAG HOLDINGS**
- [] **A.P. TRUSTEE**
- [] **ERH**

