

GLASER APARTMENTS, LLC. LEASE

Findlay, Ohio 45840

Sandusky Square 1306 W Sandusky Ave. (Office 419-427-1348)

Charleston Apartments 2311 Massillon St. (Office 419-427-2830)

AGREEMENTS: By signing this rental agreement, the Owner and Tenant agree to the following:

This lease is made on (date) _____ between GLASER APARTMENTS LLC (Owner), 1306 W. Sandusky St, Findlay Ohio 45840 and

_____(Tenant[s]).

1. **DESCRIPTION OF PREMISES AND TERM:** The Owner agrees to rent to the

Tenant an apartment at _____ Apt # _____

Findlay, OH 45840 for a period beginning at 6:00 p.m. on _____

and ending at 5:00 p.m. on _____

If tenant breaks this lease by failing to comply with any of the following items there will be a penalty of _____. This includes vacating the apartment for any reason before the end of the lease term.

2. **SECURITY DEPOSIT:** Tenant agrees to pay the Owner \$ _____ as a security deposit, payable on the date of signing this lease. In no case is the Owner obligated to apply this deposit to rent or other charges in arrears. If damages caused by the Tenant exceed the amount on deposit, Tenant agrees to pay such damages upon receipt of notice of damages and the amount.

The Owner may use the security deposit only for 1) actual damages that are the result of conduct not reasonably expected in the normal course of living in the apartments; 2) past due rent, late fees; 3) cleaning the apartment back to rentable condition, and 4) late or final water payments.

3. **RENTAL RATE:** The tenant(s) agrees to pay rent for the apartment to the Owner in the amount of

\$ _____ Apartment Rent

\$ _____ Monthly Pet Fee in addition to One-time Non-refundable pet fee of \$ _____

\$ _____ Garage Rent

\$ _____ Washer/Dryer Rent

\$ _____ Other

\$ _____ TOTAL RENT per month **due the first of each month in advance**

a. **LATE FEES:** In the event that rent payments are not made within 3 days of the due date, a charge of \$20 will be assessed. If not paid with the rent, this charge will be deducted from the unused portion of the security deposit.

4. **JOINT AND SEVERAL OBLIGATION:** Each tenant under this lease is jointly and severally (individually) liable to the Owner for the total rent due for the apartment. If one Tenant fails to pay rent, the other tenant may be held liable by the Owner for the missing and unpaid rent.

5. **OCCUPANCY LEVEL** shall be limited to not more than _____ persons. Each person who occupies the apartment on a full time basis must sign the lease and be responsible for all conditions in it. A full time resident is anyone who resides in the apartment for more than two weeks during any calendar year, or as determined by the Owner.

6. **CONDITION OF PREMISES:** Owner assures that the premises are clean and fit for residential use at the time of occupancy, and that the premises will be maintained in compliance with the law. Tenant accepts the premises in their present condition. If not accepted, Tenant should report to Owner within three days any cleaning, damages, and/or repairs needed. A checklist of conditions may be used at the beginning and at the end of lease and will be signed by the tenant and Owner, or his agent.

7. **UTILITIES:**

a. Owner will provide for trash pickup in dumpsters located on site.

b. Tenant shall be responsible for electric, phone and any cablevision service. Tenant is responsible for any electric charges through the length of the lease or until the apartment is re-rented.

c. Tenants shall pay for water usage as follows:

*Metered apartments will be billed by the Owner once every other month for actual water usage.

d. Water bills not paid by the due date will be assessed a **late fee of 10% of the charges.**

8. **FURNISHINGS:** This apartment is rented as unfurnished. The term “unfurnished” shall mean that the Owner will provide a stove and refrigerator. Other equipment or furniture provided:

9. **ALTERATION, MAINTENANCE, AND DAMAGES;** Tenant shall not make any alterations or do any decorating without written consent of the Owner. Owner shall be responsible for all necessary repairs. Tenant shall be responsible for all things under his control including damaged or broken doors, locks, glass, and screens. Tenant agrees to pay for the removal of any foreign objects in toilets or drain lines. **Additionally, tenants who misplace their keys and require staff to unlock the apartment will be charged a lock out fee of not more than \$10.00 per incident during office hours, and not more than \$25.00 after office hours.**

10. **DAMAGE TO TENANT’S PROPERTY AND INSURANCE:** Unless caused by the Owner or his agent’s negligence and/or failure to maintain the dwelling unit as required by law, the Owner or agent shall not be responsible for personal injury, or any theft, damage, loss or destruction of personal property of the Tenant or their guests due to fire, water, theft, burglary or assault, or other casualty. Tenant is urged to insure personal property.

11. **LIABILITY FOR TENANT’S FAMILY, GUESTS AND PERSONAL PROPERTY:** Tenant assumes liability and responsibility for family, guests, and employees, and any property placed, stored, or located on the premises. Tenant further agrees to indemnify, hold harmless and defend Owner or agent and employees from any loss, liability or damages and to pay all claims, judgments, costs and expenses including attorney fees arising out of any injury or damage to any person or property. Owner shall be responsible for the acts of his employees or agent.

12. **ENTRY:** The Tenant’s right to privacy shall be respected. Owner or agents have the right to enter in emergency cases for repairs. Owner or agent have the right to enter to show the premises to prospective tenants at times reasonable to the current Tenant provided that a good faith effort is made to notify the Tenant 24 hours in advance and arrange for a mutually convenient time to do so. Owner or agents agree to enter only after knocking, to leave the premises in as good condition as when entered, to

clean and remove dirt or debris that result from the performance of maintenance and repairs, and to lock the apartment when leaving unless otherwise requested by the Tenant.

13. **SUBLETTING/ ASSIGNMENT:** The Tenant will not sublet or assign the premises. (See item #5 above.)

14. **PUBLIC AREAS:** It is the duty of the Tenant not to damage or allow foreseeable reckless damages to occur in any public areas of the premises, including, but not limited to the laundry rooms, the parking lots, the lawns and landscaping, and recreational areas.

15. **PARKING:** Parking for primary vehicle (in working order) is provided in the lot for **tenants only**. Parking spaces are not assigned, except for handicapped parking. All tenant vehicles must be registered with the Owner and display a parking permit issued by the office. If you have two or more vehicles, you will be required to park the extra vehicle(s) at another onsite location. Replacement permits may be issued for no less than \$10 each. No repairs, oil changes, car washing, etc. will be permitted. Vehicles not roadworthy are not to be stored on the lot. Any such vehicle found on the lot or any vehicle not displaying a parking permit will be subject to towing at the vehicle owner's expense. Contact the office to discuss any special requests.

16. **PETS:** No pets are permitted in any apartment without **prior** written approval of the owner. **NO VISITING PETS ALLOWED AT ANY OF OUR LOCATIONS.** There is a non-refundable deposit of \$_____ required, along with a monthly fee of \$_____. **Anyone found to be in violation of these terms will face eviction proceedings.**

17. **USE AND QUIET ENJOYMENT:** The Tenant agrees to use the premises for residential purposes only in a quiet, peaceable and lawful manner and to refrain from any conduct which disturbs the privacy of another party. **Any complaints from other tenants about excessive noise or harassment will be considered grounds for eviction proceedings.**

18. **UNTENABLE CONDITIONS:** If the apartment is damaged or destroyed in whole by fire or other casualty without the negligence or fault of the Tenant, either the Tenant or the Owner may terminate this lease immediately by written notice to the other party.

INFORMATION YOU NEED TO KNOW WHEN YOU DECIDE TO MOVE

- **YOU MUST NOTIFY US IN WRITING 30 DAYS BEFORE THE FIRST OF THE MONTH IN WHICH YOU WILL MOVE**, even if your lease is ending. (E.g. if you want to move April 15, you must let us know by March 1.) **THE PENALTY (see page 1) WILL APPLY IF YOU FAIL TO DO THIS.**
- **IF YOU BREAK YOUR LEASE**, You will be responsible for the rent and utilities until the end of the lease or until the apartment is re-rented, whichever occurs first.
- **BEFORE YOU MOVE, YOU MUST NOTIFY THE OWNER IN WRITING OF A FORWARDING ADDRESS** where you can be reached and where you will receive mail; otherwise the Owner shall be relieved of sending you your security deposit or the balance after cleaning and damages are deducted.
- **THE BALANCE OF SECURITY DEPOSIT WILL BE MAILED TO THE TENANT'S FORWARDING ADDRESS WITHIN 30 DAYS OF END OF THE LEASE**, not from the day you move out.

19. **RETURN OF UNIT AND FURNISHINGS:** Tenant agrees to return rental unit and all furnishings to Owner in the same condition as when occupied. Damage to carpets and furnishings caused by normal

wear and damage by elements will be taken into consideration. The Owner reserves the right to charge for cleaning following the vacating of the apartment. The allowable fees for normal cleaning will be:

- **One Bedroom - \$150 general cleaning excluding stove and refrigerator,
\$45 carpet cleaning excluding extra cleaning or repairs/replacement**
- **Two Bedroom - \$250 general cleaning excluding stove and refrigerator,
\$75 carpet cleaning excluding extra cleaning or repairs/replacement**
- **Charges for any other damages or repairs will be billed on an individual basis.**

20. **KEYS:** The Tenant shall return all keys to the apartment and the mailbox to the Owner or his agent upon the termination of this rental agreement. Failure to surrender keys upon vacating the premises will result in a lock **change fee of \$25 and a per diem charge based on the rental rate for each day the keys are not returned. An additional charge of \$10 for mailbox keys not returned will be made.**

THIS IS A LEGALLY BINDING CONTRACT THAT WE DO ENFORCE, AND WE HIGHLY RECOMMEND YOU CONSULT YOUR ATTORNEY FOR ANY CLARIFICATION.

DO NOT SIGN ANY LEASE UNLESS YOU HAVE READ IT IN ITS ENTIRETY

SIGNATURES:

(Owner or his agent) _____ Date _____

(Tenant) _____ Date _____

(Tenant) _____ Date _____

(Tenant) _____ Date _____

Emergency Contact Name _____

Emergency Contact Address _____ City _____

State _____ ZIP _____ Emergency contact phone _____