

# RESIDENTIAL LEASE

This Lease is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **CITY WEST INC. AND OR ASSIGNOR**, PO BOX 322 Mount Sterling, Ohio 43143, (hereinafter called "Landlord"), and \_\_\_\_\_, hereinafter referred to jointly and severally if more than one as "Tenant". Landlord hereby agrees to rent to Tenant in reliance on Tenant's application as attached on Exhibit "A" the dwelling located at **4443 Schuster Way, Obetz, Ohio 43207** hereinafter referred to as "Premises". This rental is subject to the following conditions, covenants, and agreements, all of which Tenant hereby accepts and agrees faithfully to observe.

1. **Terms and Payment.** Tenant agrees to occupy said Premises for an original term of TWO (2) year, commencing on the first day of \_\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_. Tenant agrees to pay without demand the rental amount of **\$36,000.00 (Thirty-Six Thousand Dollars)** payable in equal monthly installments of **\$1,500.00 (One Thousand Five Hundred Dollars)** on or before the first day of every month beginning on the **First Day of \_\_\_\_\_**. See additional terms for pre-payment credit. All payments are to be paid to:

**CITY WEST, INC.**  
C/O Corum Real Estate Company  
PO Box 322  
Mount Sterling, OH 4343143  
OR

Direct deposit or as the parties agree.

Or other such place as shall be designated by Landlord. Rent for any partial month shall be prorated. Rent and Deposit due for the FIRST MONTH must be paid prior to occupancy. Any additional sums or charges due from Tenant because of breach or violation of the Lease shall be due as additional rent. Such additional sums or charges shall include, but not be limited to, damages exceeding normal wear and tear to the Premises when such damages are caused by Tenant, Tenant's family occupants, guests or invitees.

**Pre-payment Credit.** In the event, Tenant pays any timely monthly installments, Landlord will provide a discount to the \$1,500.00 per month provided the rent is received or deposited as follows:

- If rent is paid in full on or before the first day of the month the rent shall be \$1,300.00 (One Thousand Three Hundred Dollars). Payment to be by check or by direct deposit. Any payment made after the 1<sup>st</sup> rent will be \$1500.00

**Late Payment.** In the event that the Tenant fails to pay current monthly rental installments on or before the 10<sup>th</sup> of the month, eviction procedures will commence. Any tenant who fails to pay total monthly rental by close of business of the 10<sup>th</sup>, must vacate premises immediately and the

entire rent due under this agreement shall at one, become due and payable together with any cost and expenses incurred by Landlord. On this day forward, there shall be no rental monies accepted. Appropriate legal proceedings will take place.

2. **Security Deposit.** Security deposit in the amount of **One Thousand Five Hundred Dollars (\$1,500.00)** is due and payable upon signing of this Lease along with the First Month's rent before the unit shall be occupied.

3. **Utilities.** Tenant understands they are responsible to pay the cost of all utilities which include electric (AEP), gas (Columbia Gas) and water, sewer & refuse (Village of Obetz Division of Water). Tenant further understands that it is their responsibility to contact all the utility services listed in this paragraph to make arrangements to have the services commence. Note: The Village of Obetz requires that you make application at their office, between 8:00 a.m. and 5:00 p.m. Monday – Friday.

4. **Possession.** Tenant shall have possession of the subject premises upon execution of the Residential Lease Agreement and payment to Landlord for the deposit and first month's rent.

5. **Use and Occupancy:** Tenant agrees to use the premises only as the personal residence of Tenant. Tenant agrees not to do or permit any act or practice injurious to the building, or contrary to any law. Tenant agrees to use due care in the use of the premises, appliances therein, and all other parts of Landlord's property, give notice to Landlord of the need of repair thereof and pay for all repairs to the premises which are necessitated by any act or lack of care on the part of Tenant, or members of Tenant's family, or their visitors. Landlord will make repairs subject to the provisions of paragraph 6 within a reasonable time after Tenant notifies Landlord of the need for same.

6. **Repairs.** Landlord shall maintain the structure of the premises, including but not limited to, the roof, heating system, plumbing and electrical wiring. Landlord is responsible to maintain the yard and grounds, including but not limited to snow removal and grass cutting, and repair any damage to the windows and doors in the premises.

7. **Miscellaneous Items:**

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8. **Right of Entry.** Landlord or any person authorized by him shall have the right to enter the premises at reasonable times to inspect, make repairs or alterations as needed, to enforce this

Lease, and to show the premises to prospective buyers upon reasonable notice to Tenant; provided, that prior notice shall not be necessary in case of emergency or apparent emergency.

9. **Lead Disclosure.** The Residential Lead-Based Paint Hazard Reduction Act of 1992, requires owners of pre-1978 housing to provide potential tenants with a Lead Warning Statement as well as any information about the presence of lead-based paint in the Premises. Tenant acknowledges receipt of the Lead Warning Statement, if applicable. This paragraph is not applicable as this property is new construction.

10. **Notification of Obligation of Tenant.** Tenant has the duty to notify Landlord in writing of any mold or water damage to the property.

11. **Subletting and Assignment.** Tenant will not have the right to sublet the Premises or any part thereof, or to assign this Lease without prior written consent of Landlord.

12. **Landlord's Liability.** Tenant agrees that Landlord shall not be liable for any property damage or personal injury occurring in or about the Premises from surface water, or any other source unless the damage or injury directly results from the Landlord's negligence. **TENANT IS ADVISED THAT THEY SHOULD PURCHASE RENTER'S INSURANCE.** It is the responsibility of the Landlord to change and maintain the furnace filter.

13. **Damage by Fire or Casualty.** If the Premises are damaged by fire or other casualty, Landlord shall repair them within a reasonable time, and rent shall continue unless the casualty renders the unit untenable, in which case this Lease shall terminate and Tenant, upon payment of all rent to the date the premises is surrendered, shall not be liable for any further rent.

14. **Vacation of the Premises.** Upon termination of the Lease, Tenant agrees to immediately deliver possession of the Premises to Landlord, time being of the essence. Tenant agrees to leave the Premises in good order and repair and in a clean condition, reasonable wear and tear expected.

15. **Default.** If Tenant defaults in their obligation to pay rent under the terms of this Lease, or violates any of the other covenants or conditions of the lease, then all of the unpaid rent due and owing for the remainder of the term of the lease shall immediately become due and owing and Landlord may, at Landlord's option, take possession of the premises as if this Lease had not been entered into and to collect the balance due and owing of rent under the terms of this lease, as well as any and all other damages Landlord suffers as a result of a Tenant's breach. The filing of an eviction action shall not be deemed an election of remedies by Landlord and will not prejudice Landlord's right to receive rents from Tenant throughout the remainder of the Lease term.

16. **Pets.** No animals or pets shall be kept in or about the premises. This includes dogs, cats, rodents, reptiles, birds and insects of any nature.

17. **Alterations to the Premises.** Tenant understands, they shall **NOT ALTER THE PREMISES (INSIDE OR OUTSIDE) IN ANY WAY, WITHOUT THE LANDLORD'S PRIOR WRITTEN CONSENT.** This clause shall apply to any and all alterations, including but not being limited to wallpaper, painting, or any other additions or deletions to the Premises from the condition of the premises at the time this lease was entered into.

18. **Motor Vehicles.** No automobiles, motor vehicles, trailers, or boats shall be permanently stored or parked on the Premises' driveway or on the visitor's parking area. All vehicles to be parked in the garage when not in use. All others will be considered a nuisance and shall be removed immediately.

19. **Trash Collection / Removal.** The Village of Obetz has contracted Waste Management to provide trash removal and a fee for this service is included in the water and sewer bill as noted in paragraph 3 (Utilities). It will be the Tenant's responsibility to dispose of their bagged trash to a trash container provided by Waste Management and to move their trash container to a designated area for removal. No trash is to remain outside the premise other than on the scheduled day of pickup.

20. **Application.** Tenant warrants to Landlord that the application dated \_\_\_\_\_ is truthful and accurate. Said application is attached as Exhibit A and hereby becomes part of this agreement.

The parties hereto duly execute this Lease on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 as first above written.

LANDLORD: **CITY WEST, INC.**

TENANT:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**NOTICE: Is hereby given to Tenant that the owner and Landlord is located at:**

**Larry D. Clarke, President  
City West Inc.  
C/O Corum Real Estate Company**

**PO BOX 322**

**MT. Sterling, Ohio 43143**

**(614) 487-8424**

**Email: [Lclarke@corum-realestate.com](mailto:Lclarke@corum-realestate.com)**