

Daniel C. Wells/ The TreeTopVillage, CEO

P.O. Box 19772

Corryville, OH 45219

**Rental Mgr. Zac Craig 937-271-1122**

**Owner 513-608-3980**

THE TREETOPVILLAGE APTS. LEASE AGREEMENT

Daniel C. Wells (LESSOR), in consideration of the rents and covenants hereinafter stipulated to be paid, and performed by the LESSEE and based on the representations in the Rental Application form, hereby, leases the \_\_\_\_\_ bedroom on the second floor of the house known as \_\_\_\_\_ **Euclid Ave., Cincinnati, OH 45219, (THE PREMISES)** to \_\_\_\_\_ (LESSEE) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

1. **TERM** The term of the Lease shall be \_\_\_\_\_ months commencing the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, and terminating the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.
2. **SECURITY DEPOSIT** LESSOR acknowledges receipt of \$\_\_\_\_\_ as a Damage Security Deposit, said deposit to be held by LESSOR until after conclusion of the term of occupancy by the LESSEE. LESSOR agrees to return said Damage Security Deposit to LESSEE when satisfied that the conditions for such return, as hereinafter described have been met and performed.
3. **RENT** \$\_\_\_\_\_ LESSEE agrees to make payable to Daniel C. Wells (LESSOR) or The TreeTopVillage, LLC and send payment to the address above in advance or personally drop off to either Daniel C. Wells (LESSOR) or Zachary Craig (RENTAL MGR.). The rent is due on the FIRST DAY (1<sup>st</sup> DAY) of the month and considered late if not postmarked by the THIRD DAY (3<sup>rd</sup> DAY) of each month. If rent is not received by the LESSOR on the FIFTH DAY (5<sup>th</sup> DAY) of each month, then LATE FEES will be made structured by the attached Late Fee Schedule form.
4. **UTILITIES/AMENITIES** All utilities shall be provided by the LESSOR as long as proper use is maintained. These utilities include cable, wireless internet (with your own compatible working computer), water, gas, heat, and electric. Proper use included turning out lights when not in use, running heat and A/C only when appropriate, etc. Laundry facilities including both a washer and a dryer as well as a Jacuzzi are also included as part of the PREMISES. Jacuzzi use is a privilege that may be taken by the LESSOR if the LESSEE fails to comply with regulations set in the Jacuzzi Rules and Conduct form.

5. **POSSESSION** Occupancy for one or more days of the month makes LESSEE responsible for that entire month.

6. **SUB LEASE** LESSEE shall not have the right to sublet the PREMISES of any part thereon, nor to transfer or assign this lease without the written consent of LESSOR. An additional roommate can be added to this Lease Agreement only upon the express written consent of the LESSOR. An additional roommate includes any person(s) that stay more than 2 consecutive nights in a given week or 8 nights out of a given month. Said additional LESSEE will increase said rent for the PREMISES by \$100.00 per month.

7. **IDEMNITY AND INSURANCE**

- LESSOR shall not be liable to LESSEE for any damage to, or loss of personal property located on or in the PREMISES or injuries to persons unless such damage, loss, or injury is the result of negligence of the LESSOR. LESSOR shall also not be liable to LESSEE for any such damage, loss, or injury, whether or not the result of his negligence, to the extent LESSEE is compensated therefore by LESSEE'S insurance.
- LESSEE shall, at his/her expense, indemnify, defend, and hold LESSOR harmless from and against any and all liability, loss, or damages arising out of any accident or any other occurrence on the PREMISES due to any act or neglect of the LESSEE.

8. **USE OF THE PREMISES** LESSEE shall not commit, nor permit to be committed any unlawful act in or about the PREMISES. LESSEE shall not use or permit the PREMISES to be used in any manner that will increase LESSOR'S insurance rate. LESSEE shall not behave or conduct himself in any manner that will annoy, obstruct, or interfere with the rights and peaceful occupancy of other tenants in the building.

9. **CONDITION OF PREMISES**

- LESSOR has examined the PREMISES and is satisfied that the PREMISES are in good physical condition, and all appliances provided as part of the PREMISES are in good order and repair. LESSEE agrees that no representation as to condition or repair has been made and that no promise to decorate, alter, repair, or improve the PREMISES has been made.
- LESSEE shall maintain the PREMISES in good physical condition, exercise good housekeeping practices, and shall be responsible for all the appliances and fixtures that are a part of said PREMISES. LESSEE shall not alter the condition of the PREMISES without the LESSOR'S written consent. The LESSOR has 5 business days to replace any appliances provided as part of the PREMISES that fail or malfunction without improper use.
- LESSEE shall, on the termination of this LEASE, surrender to LESSOR the quiet and peaceable possession of the PREMISES in as good order as at the commencement of the term, reasonable wear and tear excepted. LESSEE shall not attach any fixture of permanent character to any wall, window, ceiling, floor, or door without the written consent of the

LESSOR.

- LESSOR may re-enter the PREMISES at any reasonable time for the purpose of inspection the PREMISES.

10. **RULES** LESSEE must follow as rules and regulations set forth by the LESSOR within the Lease and within any additional documents that may created during the Term based on additions such as a pool or any other reason deemed necessary by the LESSOR. The LESSEE must agree:

- to have no parties on or about the PREMISES without written consent from all tenants as well as the LESSOR. Parties include any gathering of more than 3 guests of your choosing;
- that they shall not make any noises that can be heard outside of there room from midnight (12:00 a.m.) until 9:00 a.m.;
- no animal shall be brought into the house as a pet unless they have received the written consent of the LESSOR.
- that if they are a smoker or a drinker, that they shall do so in a manner that will not be a nuisance or annoyance to any other tenants. If at anytime another tenant gives both you and the LESSOR written notice that your smoking or drinking is causing a problem, then you must agree to stop smoking or drinking within the house, or come to a reasonable compromise with the tenant(s) that has presented written notice of a problem.

11. **REDECORATING** LESSEE shall not undertake or cause to be undertaken any redecorating, repainting, or repapering in or about the PREMISES without the written consent of the LESSOR.

12. **ADDITIONAL DOCUMENTS** You will be presented with additional documents that detail other necessary information, rules, regulations, etc. These documents will include Jacuzzi Rules and Conduct, Lead Paint Disclosure, Procedures to Correct Issues or Problems with Rental Form, Cable/Internet Reconnection, Late Charge Schedule, and Pet Permission forms(if applicable). The LESSOR may provide additional documents that must be signed at anytime during the Term, if he determines them to be necessary.

13. **TERMINATION OF OCCUPANCY** To qualify for the return of the Damage Security Deposit, LESSEE must:

- Occupy the PREMISES for a period of not less than the TERM agreed upon;
- Notify LESSOR in writing, not less than thirty (30) days prior to the date of surrender of the PREMISES, such notice to be delivered to LESSOR not later than the first day of the calendar month in which surrender will occur. Occupancy of one or more days of the month makes LESSEE responsible for that entire months rent;
- Return all keys to LESSOR; (number of keys\_\_\_\_\_)

- During the term of occupancy, abide by all covenants, rules, and regulations which are a part of the Lease Agreement;
- Leave the PREMISES in the same good physical condition and repair and order, and also stove, refrigerator, kitchen, and bath, must be clean as when occupied at the commencement of the term of this Lease, normal wear and tear excepted;
- Not attempt to use any portion of said Damage Security Deposit as payment for or in consideration of any rent due and payable under the term of the Lease;
- Upon notice to vacate, LESSOR may show the apartment to prospective tenants at an agreed upon time at least once a week. Tenant may be present at that time.

14. **ABANDONMENT OF PERSONAL PROPERTY** Personal property left in or about the PREMISES shall be deemed abandoned, and shall be disposed of, at the discretion of the LESSOR, and LESSEE shall have no further right of claim thereto.

15. **DEFAULT** Should LESSEE fail to pay the rent or any part thereof, as the same becomes due, or violate any other term, condition, or covenant of the Lease, LESSOR shall then have the right at his option, to re-enter the PREMISES and declare a forfeiture of the Lease. Such re-entry shall not bar the right of recovery of rent or damage for breach of covenants, nor shall the receipt of rent after default be deemed a waiver of LESSOR'S right to cause the Lease to be forfeited. If LESSEE fails to comply with the provisions of the Lease Agreement, the LESSEE shall be in default and:

- the rent for the full balance of the term originally included in the Lease, less the amount of the rents collected on account thereof, shall become due thereupon, together with such expenses as the LESSOR may incur for attorney's fees, and other expenses for placing the PREMISES in good order for re-rental; and
- LESSOR may re-let the PREMISES for a term, which may at the LESSOR'S option, exceed the period that would otherwise have constituted the balance of the Lease. If LESSEE'S right to possession is terminated, and LESSOR re-lets the PREMISES on account of LESSEE, LESSOR shall not be required to accept any tenant offered by LESSEE, or to exercise any diligence whatsoever in procuring a tenant to mitigate the LESSEE'S damages or obligations

16. **WAIVER** The waiver by LESSEE of any breach of any term, paragraph, or condition of the Lease Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, paragraph, or condition of this Lease Agreement.

17. **LATE PENALTY** LESSOR shall have the right to accept any partial payment of rent (and late penalty), without prejudice to LESSOR'S right to recover the balance of said rent (and late penalty), or to pursue any other remedy provided for in the Lease Agreement.

18. **LEASE ACTIVITY** The Lease is both a hard copy and electronic lease that becomes legally active and binding as soon as it is received by the LESSOR and the Damage Security Deposit check clears. If the check does not clear, then the Lease is null and void even if signed by both the LESSOR and the LESSEE.

IN WITNESS THEREOF, the parties hereto have set their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

(LESSOR)

\_\_\_\_\_

(LESSEE)

(SSN)

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\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

(WITNESS IF PRESENT)

\_\_\_\_\_

(ADDITIONAL LESSEE)

(SSN)