

# Lease Agreement

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ Akron, Ohio, between Spicertown LLC, PO Box 568, Akron Ohio 44309 or its duly appointed authorized agents, Lessor, and the undersigned person(s), hereinafter referred to as Lessee, witness that:

The Lessee hereby offers to lease from Lessor, who, for and in consideration of the covenants and agreements hereinafter written, to be kept and performed by said Lessee, does hereby lease unto said Lessee, the premises situated in the City of Akron, County of Summit, State of Ohio, and described as:

\_\_\_\_\_ Akron, Ohio

**Term:** parties hereto agree that the term of this lease shall commence at noon on \_\_\_\_\_, 20\_\_ and continue until midnight **July 31, 20\_\_**.

**Rent:** The lessee in consideration of the agreement does hereby covenant and agree to pay as a lease payment for the said premises, the sum of \$\_\_\_\_\_ for the term, payable in monthly installments of \$\_\_\_\_\_ **each month, due on the first day of each month during the term**, in checks or money order to; Spicertown, LLC, PO Box 568, Akron, OH 44309 or at such other place as may be designated by Lessor upon written notice to Lessee. Lessees may have until the 5<sup>th</sup> of each month to pay rent without late fee.

**Late Charge:** In the event that any lease installment is not paid by the first day of the month for which it is due, the Lessee agrees to pay a **10% late charge** for that monthly installment. Lessee further agrees to pay **\$45.00 for each dishonored bank check**, and agrees to pay all installments by certified funds after a check has been dishonored.

**Multiple Occupancy:** It is expressly understood that this agreement is between Lessor and Lessee jointly and severally, and each and every Lessee shall be fully liable for timely payment of all installments and for full performance of all other provisions of the agreement. It is understood by and between the parties that "Lessee" represents the occupant(s) named and signed below. Additional occupants may require a negotiated increase in the rental rate and an increase in the utility rate. Less than full occupancy **will not** result in a reduction in rent and/or utility charge.

**Utilities:** Less \_\_\_ agrees to pay for natural gas to the premises \_\_\_\_\_ **(Initial)**. Less \_\_\_ agrees to pay for electric service for the premises \_\_\_\_\_ **(Initial)**. Both accounts are to be maintained throughout the term of the lease and to be established prior to Lessee taking possession. Less \_\_\_ to pay water and trash service to the premises \_\_\_\_\_ **(Initial)**. Lessee agrees to minimize water waste, maintain all fixtures in a leak free condition and notify Lessor immediately in the case of broken or leaking pipes or fixtures, or be financially responsible for charges associated with water waste and damage.

**Pets:** It is hereby mutually agreed by Lessor and Lessee that **no pets shall be brought onto the premises at any time or for any length of time, no matter how brief**. Lessee further agrees to remove any pet found upon the premises by Lessor immediately upon request, and to pay a service charge of **\$500.00**.

**Parking:** Lessee agrees that they shall use the \_\_\_ designated parking space(s) assigned to the premises, **if any**, or be subject to towing at their expense, and agrees that there shall be no visitor parking allowed anywhere in the premises unless it is so marked and assigned by Lessor. Lessee further agrees that any parking permits issued by Lessor must be displayed prominently in their vehicle's windshield at all times and that any vehicle on the premises without a permit visible may be towed at the owner's expense. **It is illegal to park in lawns, on sidewalks or in fire lanes. Any vehicle parked illegally will be towed at the owner's expense.**

**Subletting and Assignments:** It is agreed that Lessee shall not assign this agreement or sublet any portion of the premises without t prior written consent of Lessor. However, if Lessor consents to subletting the premises, Lessee hereby acknowledges his continued obligation for the payment and full performance of all terms, covenants and conditions of this lease.

**Entry and Inspections:** Lessee agrees to permit Lessor to enter the premises, at any time for emergencies, at reasonable times for the purpose of repair and upon twenty-four hour notice for purpose of inspection or to show the premises to prospective lessees, purchasers or lenders. **Any request for maintenance by Lessee will be interpreted as permission to enter the premises.**

**Indemnification:** The parties agree that Lessee shall be responsible and liable for any damages or injury to the Lessee, or any guests of the Lessee, or any property of Lessee, which occurs on the premises, or any part thereof. Lessee agrees to hold Lessor harmless for any claims to property of Lessee or invitees of the Lessee.

**Fire or Destruction:** In case of fire or destruction, if the repair cannot be made within thirty (30) days or if twenty percent (20%) of the building or more is destroyed the premises shall be reconstructed at the option of Lessor and this lease shall be terminated. Lessee agrees to pay for all damages or destruction caused by Lessee or Lessee's invitees or guests. **Waiver:** No failure of Lessor to enforce any of the provisions set forth in this agreement shall be deemed a waiver of that provision or of any other provisions of this agreement, nor shall acceptance of a partial lease installment be deemed a waiver of Lessor's rights to the full amount thereof.

**Severability:** Wherever possible each provision of this agreement shall be interpreted in such a manner as to be effective and valid under Ohio Law. If any provision of this agreement shall be found invalid under Ohio Law, such provision shall be ineffective only to the extent of such invalidity. The remainder of this agreement shall continue in full force and effect.

**Use and Occupancy:** Said Lessee hereby agrees that the premises will be used for residential purposes only, and only by the undersigned Lessee(s) or by an assignee who has been properly approved by Lessor. Lessee agrees to comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. Lessee also agrees that said premises shall be used and occupied in a safe, careful and proper manner and agrees to pay for any physical damage to the property whatsoever, and will not bring any foreign substance onto the premises or occupy the premises in any manner which may be considered hazardous by local authorities. Lessor, or an insurance company insuring said premises. Lessee agrees not to use the premises in any unusual manner, which disturbs or annoys joint Lessees of said building or disturbs the neighborhood. Lessee agrees to keep the surrounding grounds clear of rubbish and refuse which may appear from time to time and to comply with the guidelines set by the trash-removal company and local authorities with regard to putting-out and taking-in of trash cans. Lessee will be charged each time Lessor's agent or another authority puts the can out or takes the can in after the deadline. Lessee agrees that all cooking shall be done only in the kitchen and nowhere else within the premises or on porches or other exterior appurtenances. Lessee agrees that that he will exit window of the premises for emergency purposes only and will not enter onto sections of the roof except in case of emergency. Lessee agrees to pay an inspection charge of **\$100.00** if found on any section of the roof and further agrees to pay for any damages to the roof found during said inspection. Lessee agrees to reimburse Lessor for the cost of freeing any sewage stoppages, which occur during the term except within the first fourteen (14) days of taking possession. Lessee agrees to reimburse Lessor for the cost of replacing any broken glass on the premises during the term of this lease. Lessee assumes responsibility for the presence of rodents, roaches, fleas, bed bugs and any other insects or pests which appear after the first fourteen (14) days of the of the lease term or occupancy, which ever comes first, including but not limited to, the cost of extermination and repairs associated with damages.

**Tenant Notification:** Lessee agrees to notify Lessor, in writing, of any faults, defects or repairs **within fourteen (14) days** after taking occupancy. Lessee agrees to notify Lessor of any conditions that may arise after this initial period or Lessee assumes responsibility for any damage after the fact or liability for occurrences that result from the failure to notify Lessor.

**Maintenance and Alterations:** Lessee has examined and knows the condition of the premises and hereby acknowledges that the same are in good order and repair and no representations as to the condition or repair thereof have been made by Lessor prior to the execution of this lease that are not herein itemized. Lessee agrees that no painting, papering or any alterations whatsoever shall be made to the premises. Lessee agrees that no additional lock or fastening device shall be placed on any door and that they will not alter any existing lock so as to limit access. Carpentry charges, as listed in this agreement, will apply to the removal of any such lock or fastening device and repairs needed or replacement with Lessor approved device.

**Smoke detectors and Fire Extinguishers:** Lessee acknowledges that all smoke detectors in the premises have had new batteries installed at the beginning of this term. Should any replacement of batteries become necessary during the term of this lease, Lessor agrees to do so immediately upon notification by Lessee. The Lessee agrees to notify Lessor should any maintenance become necessary. The Lessee agrees to assume all liability for harm due to failure to report needed maintenance or if they tamper with smoke detectors in any way. Lessee agrees to pay a charge of **\$25.00** per smoke detector if they are found without batteries or if smoke detectors have been removed. Lessee agrees to pay a charge of **\$100.00** when a fire extinguisher has been discharged or has had a seal broken without presence of fire. Further, the Lessee agrees that any tampering with the smoke detectors or fire extinguishers may be considered a material breach of this agreement.

**Lawn Care and Snow Removal:** It is understood that Lessor shall be responsible for maintaining all trees and shrubs on the property and for lawn care. Lessee shall be responsible for all snow removal during the term of this agreement.

**Default:** Lessee agrees that if default is made in the payment of any of the above installments, or any part thereof, or in any of the covenants herein contained to be kept by Lessee, Lessor may at any time thereafter at this election declare said lease terminated and reenter the premises or part thereof with proper process of law. Lessee agrees that if he is removed by process of law or abandons or vacates said premises at any time during the term of this agreement, Lessor may release the premises for such rent and upon such terms as he may see fit: and if a sufficient amount shall not thus be realized, after paying the expenses of such releasing and collection, to satisfy Lessee's obligation, the Lessee agrees to satisfy and pay all deficiencies. Lessee agrees that any personal property left upon the premises upon termination of this agreement in any way shall be considered abandoned and may be disposed of by Lessor. Lessee agrees that Lessor does not have any liability to store or maintain any personal property abandoned on the premises and Lessee waives any claims to which he may have against Lessor for disposition of personal property abandoned upon premises.

**Holding Over:** Lessee agrees that if he retains possession of the premises or any part thereof after the expiration of the lease term whatsoever, a tenancy at sufferance shall be created at a per diem of one-fifteenth (1/15) of the normal monthly installment or \$50.00 per day whichever is higher. Lessee further agrees to pay Lessor for all the damages sustained by him resulting from retention of possession by Lessee \_\_\_\_\_(initial)

**Security Deposit and Move-in:** Lessee agrees to deposit with Lessor the security deposit below as security of the performance of all covenants and agreements of this lease. Lessor agrees to return this sum to Lessee within thirty (30) days after redelivery of possession of the premises to him, less any amount due Lessor for non-compliance or any of the covenants or agreements contained herein. Lessee agrees that he does not have the right to apply the security deposit toward payment of any lease installment. Lessee agrees to, within five days notice from Lessor, restore any funds drawn from the security deposit to repair damages caused by Lessee during the term. It is agreed that failure to restore the security deposit within five (5) days may be considered a material breach of this lease.

**\$ \_\_\_\_\_ is received toward security deposit. Balance of \$ \_\_\_\_\_ due.**

Time is of the essence in this agreement and in consummating the same due to a "prime rental season" which coincides with the preceding spring semester at the University of Akron. Lessee agrees that they shall surrender their security deposit and pay for all costs of re-leasing premises unless all of the following are met

1. All Lessees have executed this agreement within five (5) days of the date of this lease.
2. The full balance due on the security deposit is received within five (5) days of the date of this lease.
3. First and last month rent due before move-in.
4. If applicable, all parental guarantee(s) are executed and returned within fourteen (14) days of the date of this lease. See the attached guarantee(s) marked Exhibit(s) \_\_\_\_\_, which is (are) attached hereto and incorporated herein by reference, as if fully rewritten herein.

This agreement shall be voidable at the option of Lessor if Lessee fails to perform "1", "2", "3" and "4" above within the allotted five (5) days period. Lessee hereby agrees that if they fail to take physical possession at the beginning of the term for any reason, that Lessee will surrender their security deposit and pay all costs related to the releasing of the premises and further agrees to pay for any deficiencies incurred by Lessor arising from having to re-lease the premises in an "off-season" time as related to the University of Akron's end of classes for the preceding Spring semester.

**Move-Out Procedures:** In order to facilitate your moving and obtaining your security deposit money with a minimum effort, please follow these checkout procedures:

1. Your premises should be clean and all repairs completed.
2. All common areas should be clean and all repairs completed.
3. Your outside entry keys can be left on kitchen counter with your name or can be place in a self-addressed stamped envelope and dropped off in our mail slot at the office, 397 Spicer Street, or contact Baxter at 330-842-1237 for other arrangements.
4. All bedroom keys to be left in bedroom door.
5. \$25.00 per key charge for keys not returned.
6. Please note if we do not receive your stamped envelope with your forwarding address, we cannot send your deposit.

**Cleaning:** Lessee agrees that if the premises are not left in a clean and orderly condition, Lessee will pay Lessor for cleaning and trash removal. Lessee acknowledges that Spicertown, LLC contracts or may contract cleaning services to outside contractors. Their base cleaning charge to us is \$85.00 or more per residence.

**PLEASE NOTE:** Attached, and part of this agreement, is a standardized list of charges for cleaning and repairs. All cleaning and repairs that are not listed are billed at the rate of \$40.00 per hour per person for cleaning, \$60.00 per hour per person for trash/furniture removal\ and \$50.00 per hour for repairs, plus materials \_\_\_\_\_ **(Initial)**.

**Release of Information:** Lessee hereby authorizes the release to Lessor of any information pertaining to credit or references given to him, and in the event that this agreement is not accepted by Lessor within five (5) days, the total deposit received shall be refunded.

**Porches:** Only metal or plastic furniture is allowed on porches. Absolutely no upholstered furniture.

**Supplemental Heating Devises:** No space heaters, ovens, kerosene heaters or other supplemental heating devices are permitted . No satellite dishes allowed. Use of the singular in this lease includes the plural. That is, any mention of the term "lessee" includes all lessees.

**Satellite Dishes not allowed. This is a non-smoking property.**

**Spicertown LLC recommends lessees obtain Renters Insurance naming Spicertown LLC as the "Additional Interest" for the standard \$100,000.00 liability rider. Provide us a copy please.**

**Special Conditions:** \_\_\_\_\_

**Entire Agreement:** The foregoing constitutes the entire agreement between the parties and may only be modified by a writing signed by all parties hereto.

## Spicertown LLC

**c/o Snyder & Snyder, 36 S. Maple St., Akron, Ohio 44303  
(330)434-4343**

Owners Agent \_\_\_\_\_

Date \_\_\_\_\_

Name: _____ _____
Home Address: _____ _____
Phone: (     ) _____
Signature: _____
Email Address: _____

Name: _____ _____
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# Repair and Cleaning Charges

Carpentry (& anything not listed separately below)	\$50.00 per hour plus materials for one carpenter.
Carpet Cleaning	Professional steam cleaning will be done to all carpeted rooms, hallways and stairs after move out and will be charged according to invoice from Carpet cleaning company.
Cleaning	Mandatory/involuntary cleaning \$40.00 per hour plus materials (two hour minimum). Weekly or monthly \$25 per hour (four hour minimum).
Copies	\$1.00 per page plus postage (ledger cards, notices, leases, etc.)
Electrical Repairs	No charge for normal wear and tear or failure. \$40.00 per hour plus materials for damage repair.
Fire Extinguisher	One supplied in kitchen for no charge. Cost plus \$35.00 installation for each additional. Replacement, cost plus \$100 for improper use or loss.
Furnace and Hot Water Tank Inspection	No charge twice each twelve (12) months includes two (2) free filters per year (pick up at office), additional filters/service \$20.00 each.
Furniture/Trash Removal	\$60.00 for van plus one (1) crew member (minimum one (1) hour) - \$30.00 each additional crew member (minimum one (1) hour)
Landscaping Repair	\$40.00 per hour for service includes driveway holes/ruts repair.
Light Bulb Replacement	Free for 30 days. \$20.00 first bulb, \$5.00 each additional bulb after thirty (30) days.
Painting & Patching	\$40.00 per hour interior, \$500.00 minimum per wall per coat exterior.
Pest Control	Tenant responsible after first 14 days for all costs including professional extermination.
Pets	\$500.00 penalty for each infraction. No pets allowed for any time or reason.
Plumbing	Drain cleaning no charge first fourteen (14) days, \$65.00 per hour minimum, trip charges and line charges may apply for outside contractor service after first fourteen (14) days.
Smoke Detector Maintenance	No charge (*\$25.00 if tenant damaged or disarmed.)
Storage/Staying Beyond Lease	One fifteenth (1/15) monthly rent per day.
Window Winterization	No charge if Lessor pays heat. Otherwise, \$25.00 per window or \$40.00 per set of windows.
Lock Out Services	\$20.00 for services during business hours; \$50.00 for services after business hours which are 9:00 am to 5:00pm.
Trash Can In or Out	\$20 per can, per occurrence if done by Lessor or agent, plus \$50 if cited by City worker.