

LEASE FACT SHEET

This sheet provides a summary of all costs associated with your lease. Please review carefully and initial.

A- Base Rent

Your base rent payment will be;
Tenant Pays \$
Metro Pays \$
Total Base Monthly Payment \$

Property Address:

Tenant Name(s):

Payments Due Outside of Base Rent

B- Electric

- You will pay your own electric directly
- You will pay a monthly rate for electric of \$
- The landlord will pay the electric

C- Gas

- You will pay your own gas directly
- You will pay a monthly rate for gas of \$
- The landlord will pay the gas

D- Water

- You will pay your own water directly
- You will pay a monthly rate for water of \$
- The landlord will pay the water

E- Trash

- You will pay your own trash directly
- You will pay a flat rate for trash of \$
- The landlord will pay the trash

F- Lawn-care/ Snow Removal

- You will pay your own lawn-care/snow removal
- You will pay a monthly rate for lawn-care of \$ The
- landlord will pay the lawn-care/ snow removal

G- Pet Rent; You have pets with a monthly charge of \$ /ea. For total pet rent of \$

Pest Control: Your landlord will cover pest control for the first 30-days. If pests are discovered after 30-days, the tenant is responsible.

Total Payment Summary (A+B+C+D+E+F+G)

A- Base Rent \$
B- Electric \$
C- Gas \$
D- Water \$
E- Trash \$
F- Lawn-care \$
G- Pet Rent \$

Final Monthly Payment \$

Other Fees To Be Aware Of

3-day Notice Fee \$5
Eviction Filing Fee \$250-\$350
Not changing utilities to your name \$10/day
Standard Late Fee on the 5th \$50
Second Late Fee on the 10th \$50

Other Important Items

Washer & Dryer

- You will provide your own washer/dryer
- Your landlord will provide the washer/ dryer

Appliances

- You will provide your own appliances
The landlord will provide
- Fridge
- Range

Air Conditioning- Your unit has

- Window A/C
 - Central A/C
- your landlord will install your window unit upon request*

Initials:

Lease Type: Annual- initial Annual- renewal At-will

Lease Details

Date: _____ **Property:** _____ **Unit:** _____

Start: _____ **End:** _____

Tenant 1: _____ *referred to as "tenant"*

Manager: _____

Security Deposit: \$ *held per Ohio Revised Code 5321.16* *Rhino Deposit Insurance*

Additional Move in Fees: \$ _____

Non-refundable Pet Deposit: \$ _____

Rent Prorations: _____

Total due to move in: \$ _____ **description:** _____

REALIZE Property Management is the management company of record and representative to the owner. As representative, REALIZE will assume the "owner" role for completion of this lease.

The lease entered into on _____ between _____ "owner" and _____ for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following;

1. **PROPERTY-** Owner owns certain real property and improvements located at _____ "property". Owner desires to lease the premises to tenant upon the terms and conditions contained herein. Tenant desires to lease the premises from owner on the terms and conditions as contained herein.
2. **TERM-** The lease will commence on _____ and end on _____ at 11:59pm. Upon termination, the tenant shall vacate unless the lease is formally extended in writing and agreed to by owner and tenant.
3. **RENT-** Payable in monthly installments of _____. Any monthly payment received after the 5th day of the month shall be subject to a **late fee in the amount of \$50. Another \$50 will be assessed if rent is not paid in full by the 15th. Rent 10-days past due will result in an eviction filing.** The acceptance of a late rent payment without a late fee shall not be a waiver of the right to collect a late fee. **All rental payments shall be made through the tenant's on-line portal or retail cash payment unless an exception is made by the property manager in writing. Personal checks/money orders are not accepted.**
 - In the event that owner accepts new rent from tenant after the termination date, a month-to- month tenancy shall be created. If at any time either party desires to terminate the month-to- month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30-days prior to the periodic rent due date. Notices to terminate may be given on any calendar day, irrespective of commencement date. Rent shall continue at the rate specified in this Lease, or as allowed by law. All other terms and conditions as outlined in this Lease shall remain in full force and effect. Time is of the essence for providing notice of

termination (strict compliance with dates by which notice must be provided is required).

- In the event that the Commencement Date is not the 1st of the calendar month, rent payment remitted on the Commencement Date shall be prorated based on a 30-31 day period.
4. **ORDER FUNDS ARE APPLIED-** Owner will apply all funds received from tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check
 5. **INCREASES-** Rent increases are discretionary to owner after expiration of initial lease term with reasonable notice. **Housing Choice Voucher (HCV) tenants require Public Housing Authority (PHA) approval prior to increasing rent.**
 6. **PETS-** Must be under 40lb or a registered service animal- non-service animals will require a non-refundable deposit and possible monthly fees. Please note that any damage caused by the animal will be your financial responsibility.
 7. **MAINTENANCE RESPONSIBILITIES/EXPENSES-** The responsibility for the following items shall be allocated as set forth, also see Ohio Revised Code §5321.04 and 5321.05:

Item	Tenant	Owner
Light bulb replacement	X	
Furnace Filter (provided)	X	
Routine plumbing clogs	X	
Re-key	X	
Smoke detector batteries	X	
Pest treatment (beyond 30-days from move in)	X	

If tenant is unable to perform any of these items, notify the property manager and an accommodation will be made. There may be a fee associated with work performed.

8. **USE OF PREMISES-** The Premises shall be used and occupied solely by Tenant and Tenant's immediate family, exclusively as a private "single family dwelling," and no part of the Premises shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private "single family dwelling." Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Owner's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

9. **CONDITION OF PREMISES-** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition, free from pests. Tenant agrees to carry adequate insurance coverage.

10. ASSIGNMENT AND SUB-LETTING- Tenant shall not assign this Lease, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Owner. A consent by Owner to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Owner or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Owner's option, terminate this Lease.

11. ALTERATIONS AND IMPROVEMENTS- Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Owner. All alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Owner and Tenant, be and become the property of Owner and remain on the Premises at the expiration or earlier termination of this Lease.

12. NON-DELIVERY OF POSSESSION- In the event Owner cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Owner or its agents, then Owner or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Owner or its agents shall have 15 days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Owner or its agents, then this Lease and all rights hereunder shall terminate.

13. HAZARDOUS MATERIALS- Flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company shall not be stored on site or manufactured on the premises.- including manufacturing of any illegal drugs.

14. UTILITIES- Tenant shall be responsible for arranging for and paying for all utilities prior to taking possession; not limited to water/sewer, gas, and electric. **If utilities are not established within 5-days of move in, a fee of \$50 will be applied and continue at a fee of \$10/day until established.**

15. MAINTENANCE, REPAIRS, AND RULES- Tenant will, at their sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall: **A.** Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only; **B.** Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; **C.** Not obstruct or cover the windows or doors; **D.** Not leave windows or doors in an open position during any inclement weather; **E.** Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space; **F.** Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Owner; **G.** Keep all air conditioning filters clean and free from dirt; **H.** Keep all lavatories, sinks, toilets, and all other water and plumbing

apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant; **I.** Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents; **J.** Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents; **K.** Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements; **L.** Abide by and be bound by any and all rules and regulations affecting the Premises or the common areas.

16. DAMAGE TO PREMISES- In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Owner and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Owner refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Owner shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Owner exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Owner as speedily as practicable, after which the full rent shall recommence, and the Lease continue according to its terms.

17. ACCESS BY OWNER- Owner and Owner's agents shall have the right at all reasonable times, and by all reasonable means, with 24-hour notice, during the term of this Lease and any renewal thereof to enter the Premises for the following purposes: **A.** Inspect the Property for condition; **B.** Make repairs; **C.** Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents; **D.** Exercise a contractual or statutory lien; **E.** Leave written notice; **F.** Seize nonexempt property after default.

Owner may prominently display a "For Sale" or "For Lease" or similarly worded sign on the property during the term of this Lease or any renewal period. **If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default and subject to eviction.**

18. SUBORDINATION OF LEASE- This Lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Owner, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

19. TENANT'S HOLD OVER- If Tenant remains in possession of the Premises with the consent of Owner after the natural expiration of this Lease, a new tenancy from month-to-month shall be created between Owner and Tenant which shall be subject to all of the terms and conditions

hereof except that rent shall then be due at an increased rate per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party prior to the periodic rent due date. The increased amount will be specified at the time the month-to-month tenancy begins. **Housing Choice Voucher (HCV) tenants require Public Housing Authority (PHA) approval prior to rent increase or alternation of lease terms.**

20. **SURRENDER OF PREMISES-** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear thereof and damages by the elements.

21. **SERVICE ANIMALS-** All registered service animals are permitted with a proper documentation.

22. **WATERBEDS- THERE WILL BE NO WATERBEDS,** unless authorized by a separate written Waterbed Addendum to this Residential Lease

23. **QUIET ENJOYMENT-** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof and agrees to not make excess noise between 10p-8a.

24. **INDEMNIFICATION-** Owner shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Owner harmless from any and all claims or assertions of every kind and nature

25. **DEFAULT-** If Owner breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Lease, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Owner, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Owner specifying the non-compliance and indicating the intention of Owner to terminate the Lease by reason thereof, Owner may terminate this Lease. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Owner may, at Owner's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Owner at law or in equity or may immediately terminate this Lease.

26. **ABANDONMENT-** If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Owner may, at Owner's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Owner may, at Owner's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Owner's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Owner by means of such reletting. If Owner's right of reentry is

exercised following abandonment of the Premises by Tenant, then Owner shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Owner may dispose of all such personal property in any manner Owner shall deem proper and Owner is hereby relieved of all liability for doing so.

27. **ATTORNEYS' FEES**- Should it become necessary for Owner to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

28. **RECORDING OF LEASE AGREEMENT**- Tenant shall not record this Lease on the Public Records of any public office. If Tenant shall record this Lease, this Lease shall, at Owner's option, terminate immediately and Owner shall be entitled to all rights and remedies that it has at law or in equity.

29. **GOVERNING LAW**- This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio

30. **SEVERABILITY**- If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

31. **BINDING EFFECT**- The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

32. **DESCRIPTIVE HEADINGS**- The descriptive headings used herein are for the convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Owner or Tenant.

33. **CONSTRUCTION**- The pronouns used herein shall include, where appropriate, either gender or both, singular and plural

34. **NON-WAIVER**- No delay, indulgence, waiver, non-enforcement, election or non-election by Owner under this Lease will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.

35. **MODIFICATION**- The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

36. **NOTICE**- Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Owner at the following address:

REALIZE Property Management

1747 Olentangy River Rd

Columbus, OH 43212

37. **LEAD-BASED PAINT DISCLOSURE-** If the premises were constructed prior to 1978, Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.

38. **MONTHLY PAYMENTS-** Monthly payments shall be made through the resident portal or retail cash payment unless an exception is approved in writing by property manager

39. **MAINTENANCE-** ALL maintenance requests shall be made through the resident portal. For emergencies, text 614-379-2017 or call 911 directly

40. **PESTS-** The apartment does not come with pests and tenant assumes responsibility for pest control should pests be present 30-days after move in.

41. **SMOKING-** Smoking is not permitted inside.

Tenant
Name:

Signature:

Date:

Tenant
Name:

Signature:

Date:

All Additional Named Occupants Living in the Unit

Owner/ Authorized Representative

Name:

Signature:

Date:

Additional Terms: