

MONTICELLO ESTATE LEASE

This agreement is entered into this _____ day of _____, 20 ____ by and between Delta Apartment Company LLC as "Lessor" and _____ as "Lessee" for the lease of premises known as _____ Delta, OH 43515.

1. TERM: The term of this Lease shall be **one year** beginning _____, 20____, and ending _____, 20 ____.
Lessee understands and agrees with above. _____
2. RENT: **Rent during the term of this lease shall be \$ _____ payable by Lessee in monthly installments of \$ _____ .**
Lessee understands and agrees with above. _____
3. LATE FEES: Each installment of the lease is **due on the first day of each month, in advance**, to be paid at 15370-K Wauseon or such other place as Lessor may from time to time designate. **Lessee agrees to pay a late payment charge of \$25.00 if rent is not paid by the 5th of the month; \$50.00 if not paid by 12th, \$75.00 if not paid by 19th, \$100.00 if not paid by 26th.** Failure to pay any installment of rent on or before 7 days after it is due, shall, at Lessor's option, terminate this Lease. Any payment made with a bad check is considered to not have been paid. In addition to the above mentioned late fees there is a **returned check fee of \$25.**
Lessee understands and agrees with above. _____
4. LESSEE'S OPTION TO SHORTEN ORIGINAL TERM: Lessee has option to shorten term of lease by **paying a fee of \$ _____** to Lessor and **notifying** Lessor in writing **30 days in advance** of desired lease termination date. All other terms and conditions of lease will still be in full effect.
Lessee understands and agrees with above. _____
5. SECURITY DEPOSIT: On execution of this lease, Lessee deposits with Lessor \$_____, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof; to be returned to Lessee, without interest, within 30 days following the termination of this Lease, less any amounts then owed Lessor together with a written itemization of such deductions. Provided, however, that Lessee must furnish to Lessor a new address or a forwarding address in writing, before Lessor is obligated to return this security deposit. Lessee understands and agrees that he may not apply the security deposit as rent or to pay other obligation owed Lessor, and that he will pay each month's rent including the last month's rent. The security deposit cannot be used to pay the fee to shorten the original term of lease.
6. PRESENT CONDITION OF PREMISES: Lessee states that he has examined subject premises, and that the premises are, as of the date of this Lease, in a safe, clean and tenantable condition.
7. ACCEPTANCE OF PREMISES: **Lessee, upon moving into premises, agrees to notify Lessor immediately in writing if he finds any deficiencies in apartment, its readiness, its condition, or cleanliness.**
Lessee understands and agrees with above. _____
8. CLEANING FEE: **A cleaning fee will be assessed if apartment is not left extremely clean when Lessee leaves. A cleaning fee will be assessed if carpet is not left extremely clean.**
Lessee understands and agrees with above. _____
9. KEYS: Lessee is given one key. Lessee is to return the original key and all copies immediately when premises is vacated. If the keys are not returned immediately, Lessee agrees to a lock changing charge of \$46.75 per lock.

10. USE OF APPLIANCES: Lessee promises to use the appliances furnished with the leased premises in a safe, careful manner; to not sell, assign or remove (except in the event of fire) said appliances from the premises without Lessor's permission; to repair and pay for any damage to said appliances caused by his negligence or willful act (or that of his family, agents or visitors) and at the termination of this Lease to surrender the same to Lessor in as good a state and condition as when leased, reasonable wear and tear excepted. The appliances furnished with the apartment are the following: Range, Refrigerator, Air Conditioner.
11. USE OF PREMISES: Lessee agrees to use subject premises exclusively as a private single family residence. No relatives (other than his minor children or spouse) or other persons shall reside with Lessee for more than three consecutive days without written consent of Lessor. Lessee shall comply with all sanitary laws, rules and orders of appropriate governmental authorities or Lessor regarding cleanliness, occupancy and preservation of subject premises, and not to use subject premises for any purpose prohibited by law. Lessee agrees neither he nor his family, agents, or visitors shall commit or engage in or permit to commit or engage in any illegal activity in subject premises. The only persons entitled to live in said premises without specific written consent under this lease are:

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12. CARE OF PREMISES: Lessee agrees to use due care in the use of subject premises and to remove and dispose of all rubbish, garbage and other waste in a clean and sanitary manner. Lessee shall give prompt notice to Lessor of the need for repair of subject premises, and shall pay for all repairs, thereto which are necessitated by any lack of care on the part of Lessee, members of his family or his visitors. Lessor will make necessary repairs to subject premises within a reasonable time after Lessee notifies him of the need therefore. **Carpet damage caused by inadequate cleaning, excessive wear, odor, staining, discoloration, will be charged to lessee.**

Lessee understands and agrees with above. _____

13. LEAD BOOKLET: Lessee acknowledges being given a copy of "Protect Your Family From Lead In Your Home" EPA747-K-99-001.
- Lessee understands and agrees with above.** _____
14. SMOKE ALARM: Lessee agrees to maintain a working battery in the smoke alarm and to test the smoke alarm at least once a month and to notify the lessor immediately if the smoke alarm does not work properly.

15. LESSEE'S INSURANCE: All personal property at the premises shall be at the Lessee's risk only, and the Lessor shall not be liable for any damages to said personal property, or to said Lessee or other persons, arising from the building or appurtenances thereof becoming out of repair, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from any damage caused by defective electric wiring, or from any acts or neglect of co-tenants or other occupants of the building, or any other person, or theft, or due to the happening of any accident in or to said building. Lessee shall obtain and maintain at all times during the term of this Lease, at his expense, a standard tenant's insurance policy covering damages and injuries occurring on subject premises arising from Lessee's use thereof. **Lessee states that he agrees with and understands that the Lessor is never responsible for the Lessee or the Lessee's property.**

Lessee understands and agrees with above. _____

16. ASSIGNMENT AND SUBLETTING: Lessee shall not assign this Lease, sublet or grant any license to use subject premises without prior written consent of Lessor.

17. REPAIRS, REDECORATION, OR ALTERATION: Lessor shall be responsible for repairs and maintenance to the interior and exterior of the buildings on subject premises, provided, however, **repairs including window glass breakage and clogged drains required through damages caused by Lessee or negligent use by Lessee, his family or friends or acquaintances shall be charged to Lessee. It is further agreed that Lessee will not make or permit to be made any alterations, additions, improvements or changes including installation or changing of locks,** nor shall Lessee place any nails or similar items in the walls, floor or ceiling of said premises without first obtaining written consent of Lessor. There will be a charge of \$1.50 for each nail hole or similar item placed in any surface in the apartment.

Lessee understands and agrees with above. _____

18. UTILITIES: Lessee shall be responsible for arranging for and paying for all utility service required on the premises including electric, telephone, and cable.

19. DAMAGE TO PREMISES: If the leased premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act, or that of his family or visitors, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and to the extent which, the leased premises may have been untenable; but if in such case the damage is so extensive that Lessor decides not to rebuild, the term of this Lease shall end and rent shall be prorated from the time of damage.

20. ANIMALS: Lessee shall keep **no animals** on or about the leased premises except caged birds or fish. Lessee shall, under no circumstance, have any dangerous or exotic pet. Lessor reserves right, at anytime, to prohibit any specific pet, which has been permitted.

21. RIGHT OF ENTRY: Lessor or any person authorized by him, upon at least twenty-four hours notice to Lessee, shall have the right to enter the premises at reasonable times to inspect, make ordinary and necessary repairs, redecorations, or alterations, to enforce this Lease, and after notice of termination has been given, to show said premises to prospective tenants; provided that in the event of an emergency, no notice need be given. **When a repair or other service is requested by the lessee, authorization is automatically given to the lessor or any person authorized by him, to enter the premises for said purpose.**

22. SURRENDER OF PREMISES: **Lessee shall quit and surrender subject premises in as good a state and condition as they were at the commencement of this Lease, reasonable wear and tear excepted. Stained or dirty carpets are not reasonable wear and tear and will be charged. Carpets permanently damaged and not cleanable will be charged and prorated over 15 year life. Stains, discoloration, removal of finish, or other damage to linoleum, cupboards, plumbing fixtures, appliances, or any other surface in the premises is not reasonable wear and tear. Lessee agrees to pay for repair of such damage or replacement of damaged item at prorated cost. Painting is prorated over a 2 year life. There is no proration of painting costs if apartment is occupied under 12 months: lessee agrees to pay the full cost of painting or touch up if premises is occupied for less than 12 months. From 12 to 24 months an allowance of \$12.50 will be made for each month the lessee occupies the premises: the lessee agrees to pay any cost of painting in excess of the painting allowance.**

Lessee understands and agrees with above. _____

23. ABANDONMENT: If at any time, Lessee abandons subject premises or any part thereof, he shall promptly notify Lessor so that he may secure the premises. If Lessee fails to notify Lessor, he shall be liable for any damages to subject premises which occur as a result of the abandonment, prior to Lessor discovering the abandonment.

Upon such abandonment, Lessor may, at his option, enter subject premises without liability therefore and without payment or liability of any kind to Lessee, relet subject premises or any part thereof for all or part of the unexpired part of this Lease, receive and collect all rents from such reletting, and hold Lessee liable for any difference between the rent which would be payable by Lessee for the remainder of his term and the rent realized by such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, Lessor may consider any property belonging to Lessee and left on the premises as also having been abandoned and dispose of all such property in any manner he shall deem proper, without liability therefore.

24. **DEFAULT: If default is made in the payment of rent, or any part thereof, or if default is made in the performance of any of, or compliance with any other term or condition hereof, this Lease shall terminate and be forfeited at the option of Lessor, and Lessor may proceed in compliance with law (including the minimum notice required by law) to evict Lessee and recover possession of the premises.**

25. **BREACH OF CONTRACT:**

In the event Lessee violates and/or fails to comply with any of the agreements, terms, or conditions of this lease, said breach shall constitute grounds for termination of lease and/or eviction of the Lessee. It is expressly understood and agreed that Lessee shall be and remain liable for any deficiency in rent until the lease would originally expire or until such time as in the interim, the apartment is leased by another acceptable resident. In addition to any deficiency in rent the Lessee shall also be liable for any and all expenses incurred by Lessor as a result of the Breach of Contract; these expenses may include but are not limited to: advertising a week, showings, utilities, etc.

Lessee understands that breaching his contract is very expensive and understands he can shorten his lease to suit his needs under Paragraph 4 Lessee's Option To Shorten Original Term. Lessee agrees that if he breaches the contract he will pay for remainder of lease or until re-rented:

- **Rent on the empty apartment.**
- **Showings at \$15 each.**
- **Electric utility expense.**
- **Advertising at \$7.50 per week.**
- **The full cost of retouching or painting apartment.**

26. Any unpaid balance due to lessor after lessee has vacated premises shall bear interest at a rate of **1.5% per month** on the outstanding balance.

Lessee understands and agrees with above. _____

27. **AUTOMATIC OPTION TO RENEW:** After the expiration of this term, **this rental agreement shall continue on a month-to-month basis** with all other covenants and conditions of this agreement, unless Lessor shall notify the Lessee of any change in the monthly rental amount thirty (30) days in advance. During any month-to-month term, Lessor or Lessee shall give thirty (30) day written notice to the other party of his intention; otherwise rental agreement will be in effect for another term. Either Lessor or Lessee may terminate the option period of this Lease by serving written notice of

such termination on the other party at least thirty days in advance.

Lessee understands and agrees with above. _____

28. SINGULAR, PLURAL AND GENDER: All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
29. NONDISTURBANCE: **Lessee, his family or visitors, shall not make or commit any improper noises or disturbances in or about subject premises. Lessor acknowledges Lessee's right to have guests, provided that good order prevails and that there is not boisterous conduct. After 10:00 PM and before 6:00 AM is quiet time. No noise from your apartment is to be audible in either the hallways or other apartments. Lessee, his family or visitors, shall not be rude to or inconsiderate of other tenants or their guests.**

Lessee understands and agrees with above. _____

30. Lessor reserves right, at his discretion, to prohibit with or without cause specific individuals from entering onto the premises, parking lot, and grounds.
31. SIDEWALKS: Sidewalks, entry passages, halls and stairways shall not be obstructed and are to be used only for entering and exiting apartment. Children shall not be permitted to loiter or play on the stairways or front porches, or in the halls or driveway.
32. AUTOMOBILE PARKING: It is expressly understood and agreed that the parking space at the premises is limited to private passenger vehicles and that Lessee shall have no right to store any vehicles, boats, trailers, campers, motor homes or other property without the written consent of Lessor. Lessee hereby grants to Lessor the undisputed right to remove any vehicle from the parking space which is inoperable in Lessor's opinion, and remains inoperable for ten consecutive days or is not properly licensed. Lessee further agrees that any vehicle owned by Lessee remaining on the property after termination of this lease may be immediately removed by Lessor with full immunity from damages for such removal.
33. BICYCLE AND MOTORCYCLE PARKING: It is expressly understood and agreed that no bicycles or motorcycles shall be allowed to be moved, parked, or stored inside any apartment or common area of the property without the written consent of Lessor, nor shall they be allowed to be kept on balconies, or attached to the building or landscaping in any fashion. It is further agreed that all bicycles and motorcycles will be parked or stored in areas designated as bicycle or motorcycle parking areas.
34. KEROSENE AND SPACE HEATERS: It is expressly understood and agreed that kerosene and space heaters are not allowed inside any apartment.
35. GRILLS: Lessee is **never** allowed to use a **charcoal grill** any where on the premises or grounds. Only properly maintained gas grills are allowed and only outside. Grills when in use must be at least **10 feet from the building or any combustible surface.**
36. APARTMENT SHOWINGS: The Lessee agrees that commencing 30 days prior to the termination of the lease, Lessor may show the premises to prospective tenants and the Lessee hereby gives Lessor the right to enter into premises with new prospective tenants at any reasonable time during said 30 day period.
37. RIGHT TO CHANGE RULES AND REGULATIONS: Lessor reserves the right to make such other rules and regulations as in Lessor's judgment may be needful for the safety and protection of the premises and its care and cleanliness, and for the preservation of order therein, which when so made and notice thereof given to Lessee, shall have the same force and effect as if originally made a part of the within lease.
38. MOVING DAMAGES: Lessee agrees to pay for any damages of any kind whatsoever done to said premises by Lessee, or any of his agents or movers or delivery personnel

or by any guests, licenses or invitees of Lessee. Said repairs are to be made by craftsmen selected by Lessor.

- 39. TOYS: All bicycles, toys, etc. must be kept in designated areas.
- 40. WASTE OF WATER: The water shall not be left running any unreasonable or unnecessary length of time in the premises.
- 41. WINDOW TREATMENTS: All windows must have proper window treatments. Blankets, sheets, etc. are not allowed as drapes.

EXECUTED in duplicate the day and date above written.

It is important that the Lessee understands that by signing this lease, the Lessee agrees to and accepts all the terms, provisions and clauses - the entire lease - and understands they are liable for the full amount of the lease.

LESSOR:

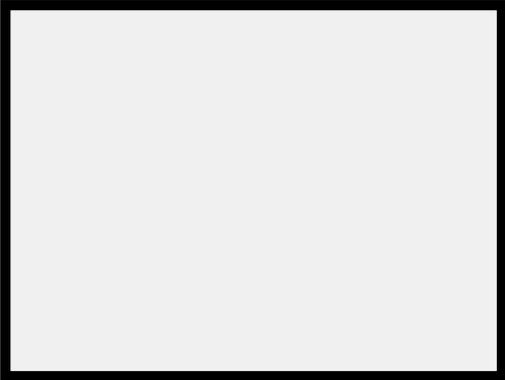
LESSEE:

for Dennis Apartments LLC
Agent for Delta Apartment Company LLC

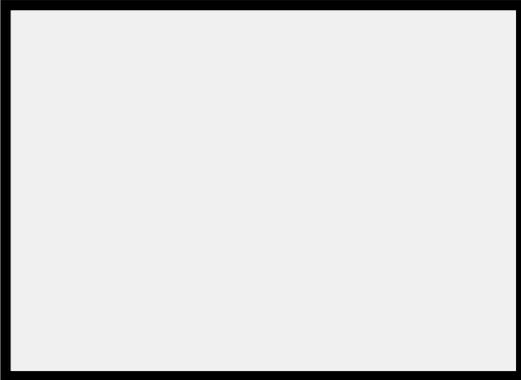
Office: **419-335-2778**
Evening: **419-335-3485**
Emergency **419-467-1524**
Address:
15370-K
Wauseon, OH 43567

Record of preexisting damage for _____ as of _____. To be considered timely, this form must be brought back to office and signed within two weeks of inception of lease.

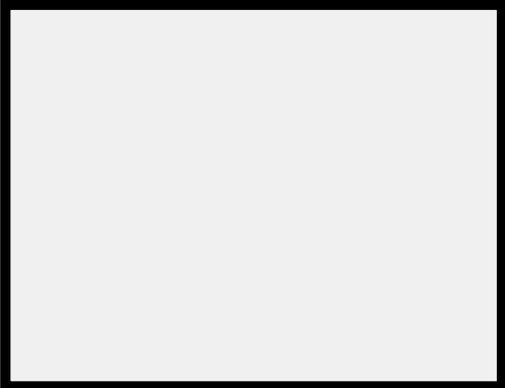
BEDROOM 1



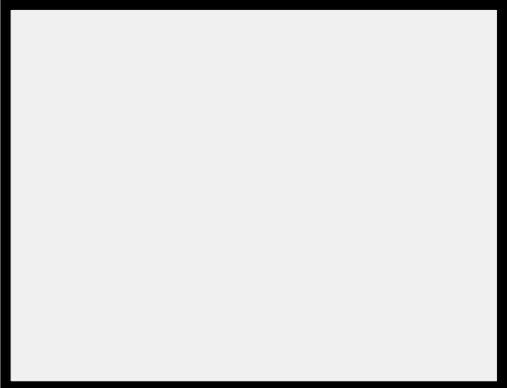
BEDROOM 2



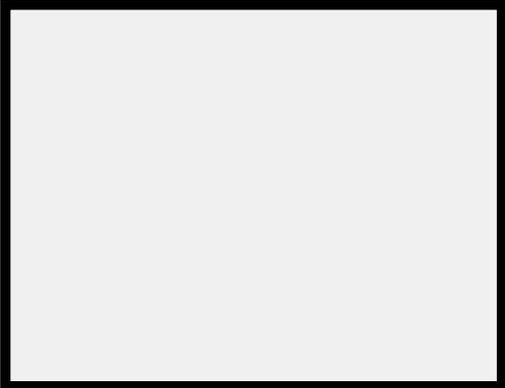
BEDROOM 3



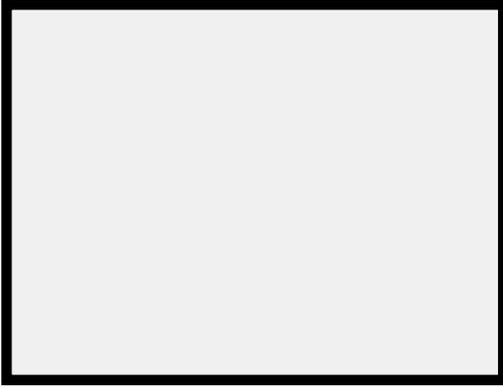
KITCHEN



LIVING ROOM



DININNG AREA



_____ for Lessor

_____ Lessee

LATE PAYMENT POLICY

The rent is due on the first of the month. The five days grace is exactly that - five days grace. If someone were to pay their rent on the 5th they are in fact late. There is no penalty and we truly do not mind payments received by the 5th. But payments received on the 6th and after are past the grace period and are subject to the \$25 late fee. Anyone who mails rent needs to realize that the rent needs to be **received by the 5th** or there will be a late fee. Any rent postmarked by the 1st will be accepted by us as timely even if it arrives after the 5th. Any rent postmarked after the 1st and not received in the office by the 5th is beyond the grace period and subject to the late fee. If a check is returned by the bank, the rent is not paid, and there is a \$25 charge for a returned check, plus whatever late fees may have accrued.

Sometimes people have problems and we by no means intend to appear to be inflexible. If someone has a problem and is unable to pay by the 5th they need to call us ahead of time to make arrangements.

Any tenant who has not contacted us by the 5th or paid us by the 7th will be served a "Notice To Leave The Premises". Three days after issuance of the notice. We will start the process of eviction. If someone would still pay their bill, we could potentially be willing on a case by case basis to stop the eviction, if the eviction is only for lack of payment. In order to stop the eviction the tenant would need to agree to pay in full any money due including but not limited to late fees of \$25 per week per month, unpaid rent, and repair bills. All legal expenses incurred by us in the eviction, would need to be reimbursed in order for us to be willing to stop an eviction.

The following synopsis may better demonstrate our collection policy.

- Received by the 1st is timely payment.
- Received by the 5th is late, but no penalty.
- Received on and after the 6th, a \$25 late fee is due.
- After the 7th, unless there is prior arrangement a "Notice To Leave The Premises" is issued.
- If a tenant breaks a payment plan all late fees will be reinstated and a "Notice To Leave The Premises" is issued.
- Three days later an eviction will start.
- After the 13th, another \$25 late fee is due.
- After the 20th, another \$25 late fee is due.
- After the 27th, another \$25 late fee is due.
- After the 3rd or 4th of the next month another \$25 late fee is due.

- Additional late fees accrue at \$25 per week, for every month in arrears until the account is settled.
- A judgment for back rent, late fees, cleaning, damage, breach of contract, and any other expenses arising from tenant's actions will be pursued through the court with subsequent demand for payment and potential garnishment of wages.

For the vast majority of tenants - those whose money is received by the fifth and for those who call ahead to make arrangements - there is nothing different. This clarification of policy affects only tenants who break the lease by failing to pay lease payments by the fifth, late fees, or damage charges. The substance of this policy is that payments need to be timely. If not possible, acceptable arrangements need to be made in advance. If these two simple principles cannot be followed, the tenant will incur considerable extra expense and possibly lose their apartment. Should you have any questions, please call.