

# Ohio Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Ohio Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManager}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord’s written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord’s address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late\_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.**
  - A. **Amount And Allowable Charges.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant including but not limited to:

damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorneys' fees. Landlord shall not apply the security deposit to ordinary wear and tear. Tenant shall not apply the security deposit to the last month's rent or any other charges.

- B. Return Of Security Deposit.** Per R.C. 5321.16(B), upon termination of this Agreement any property or money held by Landlord as a security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that Landlord has suffered by reason of Tenant's noncompliance with R.C. 5321.05 or this Agreement. Any deduction from the security deposit shall be itemized and identified by Landlord in a written notice delivered to Tenant together with the amount due, within **30 days** after termination of this Agreement and delivery of possession. Tenant shall provide Landlord in writing with a forwarding address or new address to which the written notice and amount due from Landlord may be sent. If Tenant fails to provide Landlord with the forwarding or new address as required, Tenant shall not be entitled to damages or attorneys' fees. If Landlord fails to comply with this section, Tenant may recover the property and money due Tenant, together with damages in an amount equal to the amount wrongfully withheld, and reasonable attorneys' fees.
- C. Interest.** Per R.C. 5321.16(A), if the security deposit is more than either \$50 or one month's rent, whichever is greater, interest shall be due to Tenant on the excess at the rate of 5% per annum if Tenant remains in possession of the Premises for at least six months. Interest shall be computed and paid annually by Landlord to Tenant.
9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty

of \$50 per day, plus the costs of any damages.

13. **NOTICE TO QUIT AND HOLDOVER.**

A. **Notice.** At least **30 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:

i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.

ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.

C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of**  $\{\text{MonthlyRent}\}$ , computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.

15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.

16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delay. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

## 18. MAINTENANCE RESPONSIBILITIES.

### A. Landlord's Responsibilities. Per R.C. 5321.04, Landlord shall:

- i. comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety;
- ii. make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and habitable condition;
- iii. keep all common areas of the Premises in a safe and sanitary condition;
- iv. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators, supplied or required to be supplied by Landlord;
- v. if the property has four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of a dwelling unit, and arrange for their removal;
- vi. supply running water, reasonable amounts of hot water, and reasonable heat at all times, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection;
- vii. not abuse the right of access conferred by R.C. 5321.05(B);
- viii. except in the case of emergency or if it is impracticable to do so, give Tenant reasonable notice of Landlord's intent to enter and enter only at reasonable times. **Twenty-four hours** is presumed to be a reasonable notice in the absence of evidence to the contrary;
- ix. promptly commence an action under R.C. 1923 after complying with R.C. 5321.17(C), to remove Tenant from the Premises, if Tenant fails to vacate the Premises within three days after the giving of the notice required and if Landlord has actual knowledge of or has reasonable cause to believe that Tenant, any person in Tenant's household, or any person on the Premises with the consent of Tenant previously has or presently is engaged in a violation as described in R.C. 1923.02(A)(6)(a)(i)(i.e., controlled substances), whether or not Tenant or other person has been charged with, has pleaded guilty to or been convicted of, or has been determined to be a delinquent child for an act that, if committed by an adult, would be a violation as described in that division. Such actual knowledge or reasonable cause to believe shall be determined in accordance with that division; and

- x. comply with the rights of tenants under the Servicemembers Civil Relief Act, 117 Stat. 2835, 50 U.S.C. App. 501.

**B. Tenant's Responsibilities.** Per R.C. 5321.05, Tenant shall:

- i. keep the Premises safe and sanitary;
  - ii. dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner;
  - iii. keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits;
  - iv. use and operate all electrical and plumbing fixtures properly;
  - v. comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes;
  - vi. personally refrain and forbid any other person who is on the Premises with Tenant's permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the Premises;
  - vii. maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by Landlord and required to be maintained by Tenant under this Agreement;
  - viii. conduct himself and require other persons on the Premises with Tenant's consent to conduct themselves in a manner that will not disturb a neighbors' peaceful enjoyment; and
  - ix. conduct himself, and require persons in Tenant's household and persons on the Premises with Tenant's consent to conduct themselves, in connection with the Premises so as not to violate the prohibitions contained in R.C. 2925 (i.e. drug offenses) and 3719 (i.e. controlled substances) or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances.
19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

**20. REPAIRS AND ALTERATIONS.**

- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the

property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any burglar alarm system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new burglar alarm system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
  - B. damages the Premises, common areas, or surrounding property; or
  - C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **RULES AND REGULATIONS.**

- A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
- i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
  - ii. they are reasonably related to the purpose for which they are adopted;
  - iii. they apply to all tenants in the property in a fair manner;
  - iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
  - v. they are not for the purpose of evading the obligations of Landlord; and
  - vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.
- B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

23. **OBLIGATION OF TENANT REGARDING SEX OFFENDERS.** Per R.C. 5321.051:

- A. If the Premises is located within one thousand feet of any school, preschool, or child day-care center; Tenant shall not allow any person

to occupy the Premises if both of the following apply regarding the person:

- i. The person's name appears on the state registry of sex offenders and child-victim offenders maintained under R.C. 2950.13.; and
- ii. The state registry of sex offenders and child-victim offenders indicates that the person was convicted of or pleaded guilty to either a sexually oriented offense that is not a registration-exempt sexually oriented offense or a child-victim oriented offense in a criminal prosecution and was not sentenced to a serious youthful offender dispositional sentence for that offense.

B. If Tenant allows occupancy in violation of this section or a person occupies the Premises in violation of R.C. 2950.034, Landlord may terminate this Agreement.

24. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

25. **DISPLAY OF CERTAIN FLAGS.**

A. Landlord shall not include any restriction in this Agreement against, or otherwise prohibit on the Premises, any of the following:

- i. the display of the flag of the United States or the national league of families POW/MIA flag if the flag is displayed in accordance with any of the following:
  - a. the patriotic customs set forth in 4 U.S.C. 5 - 10, and 36 U.S.C. 902, governing the display and use of the flag;
  - b. federal law, state law, or any local ordinance or resolution;
  - c. a proclamation of the president of the United States or the governor of the state.
- ii. the display of the state flag as defined in section 5.01 of the Revised Code if the flag is displayed in accordance with state law or any local ordinance, resolution, or proclamation by the governor of the state;
- iii. the display of a service flag approved by the United States secretary of defense for display in a window of the residence of a member of the immediate family of an individual serving in the armed forces of the United States. A service flag includes a blue star banner, a gold star banner, and any other flag the secretary of defense designates as a service flag.

B. i. If Tenant requests to display the flag of the United States or the national league of families POW/MIA flag at the Premises as provided in division (A)(i) of this section through the use of a flag pole shall contact Landlord with reasonable notice before

installation of the flag pole to discuss the following:

- a. placement in compliance with any local zoning restrictions and the required underground utility service requests (OUPS);
  - b. cost of the materials and installation;
  - c. installation in a workerlike manner if installed at Tenant's request and expense;
  - d. any lighting required to comply with division (A)(i)(a) of this section;
  - e. the appropriate size of the flag and flag pole, which shall be consistent with the size and character of the building.
- ii. If Tenant requests to display the flag of the United States or the national league of families POW/MIA flag at the rental property as provided in division (A)(i) of this section through the use of a bracket to be permanently affixed to the building, shall contact Landlord with reasonable notice before installation of the bracket to discuss the following:
- a. placement in compliance with any local zoning restrictions;
  - b. cost of the materials and installation;
  - c. preferred location of the bracket with installation to be performed in a workerlike manner if installed at Tenant's request and expense;
  - d. any lighting required to comply with division (A)(i)(a) of this section;
  - e. the appropriate size of the flag and flag pole, which shall be consistent with the size and character of the building.
- C. If Landlord does not receive the notifications required under subsection (B) of this section, Landlord is not liable for any damages, fines, or costs associated with any issues arising from the placement of the flag pole or the bracket by Tenant.
- D. Any violation of this section is against public policy and unenforceable. Any provision of a rental agreement that violates this section is an unconscionable term under section 5 321.14 of the Revised Code.
- E. Nothing in subsection (B) of this section exempts Tenant from a provision in this Agreement that requires Tenant, at the termination of a lease, to return the Premises in the same condition as it was in when Tenant took possession.

## 26. **ABANDONMENT.**

- A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause



a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.

B. **Mitigation of Damages.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by the Landlord as of the date Landlord has notice of the abandonment.

C. **Personal Property.**

**Landlord shall consider any personal property left on the Premises to have been abandoned. Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Tenant hereby relieves Landlord of all liability for doing so.**

{SignatureBlock\_ALL\_Initials}

27. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.**

A. So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Landlord may enter the Premises for the following purposes:

- i. to inspect the Premises and determine Tenant's compliance with the terms of the Agreement;
- ii. to show the Premises to a prospective tenant, purchaser, or lender;
- iii. to estimate repair costs;
- iv. to prevent waste;
- v. to prevent excessive noise or disturbances; or
- vi. to make any repairs, additions, or alterations.

B. Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant notice of at least **24 hours** before entering the Premises.

28. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

29. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written

consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

30. **GROUND FOR TERMINATION OF THE TENANCY.**

A. **Landlord.** Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. there is noncompliance by Tenant with this Agreement materially affecting health and safety and Tenant fails to comply after written notice by Landlord, per R.C. 5321.11;
- iv. Tenant, any person in Tenant's household, or any person on the Premises with the consent of Tenant previously has or presently is engaged in a violation of a law concerning a controlled substance, per R.C. 5321.17;
- v. Tenant violates an obligation regarding sex offenders under this Agreement or R.C. 5321.051; or
- vi. otherwise provided by law.

B. **Termination By Tenant.** Tenant may terminate this Agreement if:

- i. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
- ii. Landlord makes a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful that have the effect of harassing Tenant, per R.C. 5321.04; or
- iii. otherwise provided by law.

31. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

32. **SUBORDINATION.** This Agreement is subordinate to any existing or future

mortgages or deeds of trust.

33. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
34. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
35. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
  - A. To Tenant: the Premises, or at Tenant's last known address
  - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
36. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
37. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and court costs; if so required by a court of competent jurisdiction.
38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}

