



**Lease Agreement**

**THE MAPLES APARTMENTS**

**523-6722**

<b>Date of Lease</b>	<b>Term of Lease</b>	<b>Rent</b>	<b>Rent-Year</b>	<b>Deposit</b>
	2 Semesters 1 Year	Per Semester Per Month		

**Due Dates:**

Checks Made Payable to "The Maples Apartments"

- A. Apartment #: 8 , Apartment address: 814 S. Main St. Oxford, Oh. 45056
- B. Rent and terms of lease begin 2011 and end 2012.
- C. Deposit on rent of \$ \_ \_ \_ per apartment is subject to provisions of retention as hereinafter set forth.
  - 1. The tenants hereby agree that they are jointly and severably liable for the performance of all obligations created by this contract or imposed by law. Each tenant guarantees the faithful performance of this contract by all other tenants.
  - 2. *The deposit indicated above is to be paid at the time this agreement is signed.* Said deposit is to be held by the owner and shall not be applied towards any monthly payment, but may be held by the lessor as partial liquidated damages in the event of default. If this agreement is terminated by the Lessee for any reason prior to the end of the term of the lease, the deposit will be forfeited. Within 30 days after the termination of this rental agreement, the security deposit shall be returned to the tenants less any amounts due for damages suffered to the premises and less any other amounts due the landlord as herein agreed. Any such deductions shall be itemized by the landlord and delivered to the tenants with the balance due, if any, of said deposit within said 30 day period provided the tenant provides the landlord an address to which this notice and deposit may be sent.
  - 3. Late payments: There is a 5-day grace period. Any tenant whose payment is more than 5 days over due will be charged a minimum of \$10.00 plus \$5.00 per day thereafter.
  - 4. There will be a \$10.00 charge for any returned check.
  - 5. There will be a \$5.00 charge to let people into their apartments for whatever reason.
  - 6. Emergency calls: All regular business should be taken care of during daylight hours. In an emergency, the manager may be called at home. An emergency is defined as one in which either tenant or property will suffer loss if situation goes uncorrected until the manager is contacted.
  - 7. Tenant hereby releases said lessor from any and all damages to both person and property during the term of the lease.
  - 8. Tenant agrees not to sublet said premises, or any part thereof, without the written consent of the lessor, and will deliver said apartment at the expiration of this lease in as good order and repair as when first received, natural wear and accident by fire or Providence expected.
  - 9. Should fire destroy or damage said premises so as to make them untenable, this lease shall cease for the date of the fire.
  - 10. Tenant agrees to observe and abide by all rules and regulations which are hereinafter made a part of this lease, and to observe all reasonable rules and regulations which may be promulgated in the future, in writing, by the lessor.
    - (a) NO PETS shall be allowed at any time. A fine in the amount of \$200 may be imposed if a pet is sited in a tenants apartment, regardless of whether or not the tenant is the owner. Additional fines may be added if the pet is not immediately removed from the premises.
    - (b) The sidewalks, entry passages, halls, porches, public corridors, and stairways shall not be obstructed by the tenants, or used by them for any purpose other than ingress or egress.

- (c) No tenants or their guests shall cause excessive noise or disturbances at any time, and no loud radio, television, or stereo before 8:00a.m. or after 10:00p.m., so as to disturb other tenants.
- (d) No additional locks shall be put upon any door.
- (e) Tenants shall make no changes of any nature in the apartment, including redecoration, without first obtaining consent from the lessor or his agent in writing. The lessor or his agent shall have the right to enter said premises at any reasonable time to examine the premises, make such repairs, additions, or alterations as may be necessary for the safety, comfort, and preservation of said building, and to enter said premises at any reasonable time to repair or improve lessor's adjoining property.
- (f) Tenants shall do no act which would vitiate or increase the fire insurance policy on said premises (especially no barbecue grills on walkways or porches), nor shall said premises be used for any illegal purpose.
- (g) All garbage or refuse must be disposed of in a proper manner.
- (h) Tenants shall use reasonable care in placing nails or other picture hanging devises in or on said premises, and shall be liable for any damages caused therefrom.
- (i) Tenants shall be responsible for the replacement of smoke alarm batteries which expire during their tenancy, and for the replacement costs of any fire extinguisher which is discharged or loses pressure during said tenancy.
- (j) Responsibility for normal household maintenance shall fall upon the tenants, including such repairs as replacement of light bulbs, fuses, cleaning of carpet, sinks, commodes, replacement of appliance light bulbs, etc. The tenant is also responsible for snow and ice removal from the sidewalks adjacent the tenant's residence.
- (k) Tenants shall under no circumstances turn the heat off completely in said premises during the winter months. When departing for break or vacation, tenants shall set their thermostats at no lower than 50 degrees. If damage to pipes occurs because of disregard for this clause, said damage shall be the responsibility of the lessee, as well as any structural damages and costs of remodeling.
- (l) No waterbeds are permitted without consent of the lessor.
- (m) No furniture or other items on walkways or courtyard, including grills and bicycles.
- (n) No parties on walkways or courtyard.
- (o) No signs in windows or doors.
- (p) No bicycles allowed in apartments at any time.
- (q) For safety reasons, no children are to play on decks, stairs, bars, or gravel
- (r) No littering on premises, including cigarette butts.

11. Tenants are responsible for any and all damages caused by their own visitors.

12. In the event one or more of the tenants named in this lease desires to vacate the premises, it shall not be the obligation of the lessor to find suitable sub-leases of the premises and remaining tenants shall be responsible for all obligations (including unpaid rent) under this lease agreement. Any assistance given in securing replacement tenants by the lessor shall in no way excuse the tenants rent obligation or any other obligations enumerated herein. If the lessor is able to secure a sublease there will be a subsequent charge.

13. The following necessary utilities shall be provided by the tenant at his own expense: electric, telephone, and cable (if desired). Water is provided by the lessor.

14. Tenant agrees to pay the following charges for damages- STANDARD DEDUCTIONS:

Clean plugged Drains/Disposals, if tenants fault	\$50.00
Key not turned in, including mailbox key	\$50.00/key
Damaged Screens	\$60.00 ea.
Closet doors untracked	\$20.00 ea.
Carpet – Dirty requiring cleaning	\$50.00/room
Carpet - Burns / Torn / Damaged	\$500.00/room.
Walls dirty or damaged >Requires Repainting:	\$200.00/room
Dirty: Refrigerator, Oven, Stove/Burners/4, Sink, Disposal, Tub	\$50.00 ea.
Cleaning of Premises	\$50.00/ room
Smoke alarms or Fire Extinguishers, missing	\$50.00 ea.
Late vacating	\$100.00/ person
Windows:	\$200.00 Regular / Picture \$400.00
Any items not mentioned above will be charged to the tenant at the estimated cost of total replacement by landlord.	

15. NOTICE: This agreement is not automatically renewable. If the tenant desires to negotiate for renewal of this lease, tenant must notify the landlord, and agree to, and sign a new lease. Tenant must give landlord 30 days notice in writing before vacating the premises.

16. We the undersigned jointly and severably agree that we will perform all the covenants of the lease herein.

Lessor: \_\_\_\_\_

Lessees:

1. \_\_\_\_\_

2. \_\_\_\_\_