

Rental Contract

In consideration of the agreements of the Resident(s), known as: Ruth and Ed White, The owners hereby rents the dwelling located at 244 State St., Bowling Green, Ohio, for the period commencing on the 25th of February, 2014, and monthly thereafter until the 24th day of February 2015. Resident(s), in consideration of Owners permitting them to occupy the above property, hereby agrees to the following terms:

1. RENT: To pay as rental the sum of **\$850** per month, due and payable in advance from the twenty-fifth day of every month.
2. LATE FEE: Rent received after the first of the month will be subject to a late fee of 10% plus (3.00) dollars per day.
3. BAD CHECKS: Residents further agree to pay as a service charge the larger of \$20 for any dishonored check, regardless of cause.
4. APPLIANCES: Appliances located at or in the property are there solely at the convenience of the Owner, who assumes no responsibility for their operation.
5. EXTRA VISITORS: To use said dwelling as living quarters only for 3 adults, unless approved in advance by the owners.
6. ACCEPTANCE OF PROPERTY: Resident accepts the "AS IS" condition of the property, and agrees to notify Owner of any defects. Resident further agrees to indemnify Owner against any loss or liability arising out of Resident's use of the property, including these using the property with Resident's consent.
7. MAINTENANCE: Resident agrees to maintain the premises during the period of this agreement. This includes woodwork, floors, walls, furnishings and fixtures, appliances, windows, screens doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Resident acknowledges specific responsibility for replacing and/or cleaning filters on heating unit. Any damages caused to units because of not changing and cleaning filters will be paid for by the Resident. Tacks, nails, or other hangers nailed or screwed into the walls or ceilings will be removed at the termination of this agreement. Damage caused by rain, hail or wind as a result of leaving windows or doors open, or damage caused by overflow of water, or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping, whether caused by abuse or neglect is the responsibility of the Resident.
9. VEHICLES: Resident agrees never to park or store a motor home, recreational vehicle, or trailer of any type on the premises.
10. CLEANING: Resident accepts premises in its current state of cleanliness and agrees to return it in a like condition.
11. SECURITY DEPOSIT: Resident agrees to pay a deposit in the amount of \$850 to secure residents pledge of full compliance with the terms of this agreement. Note: **THE DEPOSIT MAY NOT BE USED BY TENANT TO PAY RENT DURING THE TENANCY!** The security deposit will be used at the end of the tenancy to compensate the Owner for any damages or unpaid rent or charges, and will be repaired at resident's expense with funds other than the deposit.
12. PETS: Pets only permitted with advanced approval of owners.
13. RESIDENT'S OBLIGATIONS: The Resident agrees to meet all of resident's obligations; including:

- A. Taking affirmative action to insure that nothing exists that might place the owner in violation of applicable building, housing and health codes.
- B. Keeping the dwelling clean, and sanitary; removing garbage and trash as they accumulate; maintaining plumbing in good working order to prevent stoppages and or leakage of plumbing, fixtures, faucets, pipes, etc.
- C. Operate all electrical, plumbing, sanitary, heating, ventilating, a/c, and other appliances in a reasonable and safe manner.
- D. Assuring that property belonging to the owner is safeguarded against damage, destruction, loss, removal, or theft.
- E. Conducting him/herself, his/her family, friends, guests and visitors in a manner which will not disturb others. Resident warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be grounds for termination of this agreement and loss of all deposits without further recourse.
14. SUBLETTING: Resident agrees not to assign this agreement, nor to sub-let any part of the property, nor to allow any other person to live therein other than as named in paragraph 4 above without first requesting permission from the Owner.
15. COURT COSTS: Resident agrees to pay all court costs and Attorney's fees incurred by the Owner in enforcing legal action or any of the Owner's other rights under this agreement or any state law.
16. PARTIAL PAYMENT: The acceptance by the Owner of partial payments of rent due shall not under any circumstance, constitute a waiver of the Owner, nor affect any notice or legal eviction proceedings in theretofore given or commenced under state law.
17. ABANDONMENT: If Resident leaves said premises unoccupied for 15 days while rent is due and unpaid, Owner is granted the right hereunder to take immediate possession thereof and to exclude Resident there from; removing at his/her expense all his/her property contained therein and placing it into storage at Resident's expense.
18. RIGHT TO SIGN: The individual(s) signing this Lease/Rental Agreement as to Resident stipulates and warrants that he/she/they have the right to sign for and to bind all occupants.
19. UTILITIES: Residents shall be responsible for payments of all utilities, garbage, telephone, gas or other bills incurred during their residency. They specifically authorize the Owner to deduct amounts of unpaid bills from their deposits in the event they remain unpaid after the termination of this agreement.
20. PERSONAL PROPERTY: No rights of storage are given by this agreement. The owner shall not be liable for any loss of personal injury or property by fire, theft, breakage, burglary, or otherwise, for any accidental damage to persons, guests, or property in or about the leased/rented property resulting from electrical failure, water, rain, windstorm, or any act of God, or negligence of owner, or owners agent, contractors, or employees, or by any other cause, whatsoever. Resident covenants and agrees to make no claim for any such damages or loss against owner, but to purchase needed "renters insurance" or to provide self-insurance in adequate amounts to offset any risk.
21. REMOVAL OF PROPERTY: Resident agrees not to remove or alter in any way owner's property specific written permission from the owner. Any removal or alteration of owners property without permission shall constitute abandonment and surrender of the premises, and termination by the tenant of this agreement Owner may take

immediate possession and exclude Residents from the property, storing all Residents possessions at Resident's expense pending reimbursement in full for owner's loss and damages.

22. TERMINATION: After one month's rental payment has been received, this agreement may be terminated by mutual consent of the parties, or by either party giving written notice of at least 30 days prior to the end of any monthly period. Any provision of this agreement may be changed by the owner in like manner.

23. METHOD OF PAYMENT: The initial payment of rent and deposits under this agreement must be made by personal check, or cashier's check. Thereafter, monthly rent payments may be paid by check or direct deposit.

24. DELIVERY OF RENTS: Rents may be mailed through the U.S. mail to 60 Beaumont Dr., Hendersonville, NC 28739. Preference is for direct bank deposit.

25. RETURN OF DEPOSIT: Security deposits will be deposited for the Resident's benefit in a non-interest bearing bank account. Release of these deposits is subject to the provisions of State Statutes and as follows:

A. The full term of this agreement has been completed.

B. Formal written notice has been given as per paragraph 22 above.

C. No damage or deterioration to the premises, building(s), or grounds is evident.

D. The entire dwelling, appliance, closets and cupboards, are clean and left free of insects, the refrigerator is defrosted, and all debris and rubbish has been removed from the property; the carpets are cleaned and left odorless.

E. Any and all unpaid charges, late charges, extra visitor charges, delinquent rents, utility charges, etc., have been paid in full.

F. All keys have been returned, including keys to any new locks installed while resident was in possession.

G. A forwarding address has been left with the owner.

Thirty days after termination of occupancy, the owner will send the balance of the deposit to the address provided by the Resident, payable to the signatories hereto, or owner will impose a claim on the deposit and so notify the Resident by certified letter. If such written claim is not sent, the owner relinquishes his right to make any further claim on the deposit and must return it to the Resident provided Resident has given the Owner notice of intent to vacate, abandon, and terminate this agreement proper to the expiration of its full term, at least 7 days in advance.

26. PHONE: Resident agrees to maintain telephone or cell phone service, and agrees to furnish to the owner the phone number, and any changes, within 3 days after installation.

27. GAS, ELECTRIC AND WATER: Resident agrees to transfer the gas and electric charges to their name immediately upon occupancy and to make arrangements for meter readings as needed.

28. OWNERS AGENTS AND ACCESS: The owner may be represented by an agent who will carry identification. Resident specifically agrees to permit the owner or agent(s) access to the premises for the purposes of inspection, repairs, or to show the property to another person at reasonable hours, on request. Resident will also allow signage in the yard.

29. REPAIRS: In the event repairs are needed beyond the competence of the Resident, he or she is asked to contact the owners for advice on seeking needed repairs.

Any improvement made by the tenant shall become the property of the Owner at the conclusion of this agreement.

30. WORKER'S WARRANTY: All parties to this agreement warrant that any work or repairs performed by the Resident will be undertaken only if he/she is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Owner free from harm, litigation or claims of any other person.

31. SMOKE DETECTORS: Smoke detectors have been installed in this residence. It's the tenant's responsibility to maintain its appliance including testing periodically and replacing batteries as recommended by the manufacturer. In the event the detector is missing or inoperative, the tenant has an affirmative duty to notify the landlord immediately.

32. DEFAULT BY RESIDENT: Any breach or violation of any provision of this contract by Resident or any untrue or misleading information in Resident's application shall give the Owner or his agent's the right to terminate this contract, evict the Resident and to take possession of the residence. The Resident agrees to a forfeiture of the security deposit and Owner may still pursue any remaining amounts due and owing.

33. RENEWAL TERM: At the end of initial term herein, as per page 1, owner may elect to renew for another term but at a rental increase to \$900/month.

34. ACKNOWLEDGMENT: In this agreement the singular number where used will also include the plural, the Masculine gender will include the Feminine, the term Owner will include Landlord, Lesser, and the term Resident will include Tenant, Lessee. The below-signed parties acknowledge that they have read and understand all of the provisions of this agreement. This contract is bound by all heirs, executors, successors and/or assigns.

LEGAL CONTRACT: This is a legally binding contract. If you do not understand any part of this contract, seek competent legal advice before signing.

ACCEPTED THIS ____ day of January 2013.

Resident

Owner

Resident

Owner