



The Heartland Complex

A Division of Rush Enterprises, LLC

Shared Residential Lease Agreement

Rush Enterprises, LLC (Owner), in consideration of the lease payments provided in this lease, leases to Lessee the room identified in Appendix I located in The Heartland Complex at 4224 Harding Hwy, Lima, Ohio 45804. The parties agree as follows:

SECURITY DEPOSIT. A security deposit equal to two months' rent as defined in Appendix I will be paid by the Lessee to the Owner prior to taking possession of a room. One half of the security deposit will be required to reserve a room, the second half of the security deposit will be required prior to taking possession of the room. The security deposit will be held by the Owner until termination of the lease. No interest will be paid on the security deposit while it is being held by the Owner. The security deposit will be returned to the Lessee within 30 days of lease termination if there are no unpaid lease/ utility payments and no damages to the leased bedroom or shared areas. Lessee shall provide Owner with a forwarding address prior to lease termination.

1. Damages to the leased bedroom will generally include but will not be limited to; (1) damage to the walls or ceiling that cannot be sufficiently repaired by a coat of paint, (2) damage to doors, window/door trim, blinds/valences, building furniture (ex., bed frame, mattress, desk, desk chair, armoire, closet insert), or baseboard that require repair/replacement, and (3) damage to carpet that requires repair/replacement. Damages will generally not include such items as; (1) pressure indentations in the carpet from desks, chairs or normal use, and (2) dirt marks on the walls, doors or carpet that can be removed by standard cleaning. Lessee will be solely responsible for compensating Owner for damages in the leased bedroom.
2. Damages to the shared areas will generally include but will not be limited to; (1) damage to the walls or ceiling that cannot be sufficiently repaired by a coat of paint, (2) damage to doors, window/door trim, blinds/valences, building furniture (ex., bed frame, mattress, desk, desk chair, armoire, closet insert), or baseboard that require repair/replacement, and (3) damage to carpet that requires repair/replacement. Damages will generally not include such items as; (1) pressure indentations in the carpet from furniture, chairs or normal use, and (2) dirt marks on the walls, doors or carpet that can be removed by standard cleaning. Lessee will equally share responsibility with the other occupants of their duplex for compensating Owner for damages in the shared areas unless the damages can be directly attributed to one or more Lessees.

LEASE/UTILITY PAYMENTS. Lessee shall pay Owner monthly lease and utility payments as defined in Appendix I. Monthly lease payments are paid one month in advance on or before the first day of each month. Utility bills are payable on or before the first day of each month and cover the prior months utility usage. The lease/ utility payment should be placed in an envelope and; (1) the envelope deposited in the drop box located on the north porch of the Heartland Complex or, (2) the lease/ utility payment will be mailed to the address listed in Appendix I. Checks should be made out to Rush Enterprises.

LATE PAYMENTS. For each lease/ utility payment that is not paid on its due date, Lessee shall pay a late fee of \$10.00 per day for a maximum of 14 days (maximum of \$140.00), prorated after the original due date. If the lease/ utility payments are not paid in full along with the full late payment fee within 14 days of the due date, the lease may be terminated and the Lessee and Lessee's possessions may be removed from the premises.

NON-SUFFICIENT FUNDS. Lessee shall be charged \$50.00 for each check that is returned to Owner for lack of sufficient funds.

LEASE TERM. The term of this lease will be for 12 consecutive months as defined in Appendix I.

LEASE RENEWAL. This lease may be renewed for an additional period of 12 months. The terms of the new lease shall be provided by the Owner to the Lessee for any such renewal.

HOLDOVER PERIOD. If Lessee wishes to maintain possession of the room for any period after the termination of this lease ("Holdover Period") and Owner agrees to a holdover period, Lessee shall pay to Owner lease payments during the Holdover Period at a rate equal to the normal payment during the last full month of the lease plus any utilities. Holdover period will not exceed three months at which time a new lease must be signed or the lease may be terminated.

12-MONTH SCHEDULED TERMINATION OF LEASE. At the expiration of the lease term, Lessee shall remove their goods and effects and peaceably yield the room to Owner in as good a condition as when delivered to Lessee, ordinary wear and tear excepted. Lessee is expected to clean dirt/stains from walls, remove any picture holders from walls, remove stains from carpet, clean inside of windows, sweep carpet, and return all keys to Owner prior to vacating the room. The security deposit, minus any monies needed to clean/repair the room as defined above, to cover unpaid lease payments/utility bills/late fees/, or to replace lost keys will be returned to Lessee within 30 days of lease termination. Lessee shall provide Owner a forwarding address.

9-MONTH EARLY TERMINATION OF LEASE OPTION. If Lessee decides to terminate the lease after 9 consecutive monthly rent payments have been made, Lessee will be released from the lease obligations in good standing as long as the Lessee agrees to the following;

1. No additional lease payments will be required for months 10-12.
2. The entire security deposit will be forfeited.
3. All unpaid utilities for months 1-9 will be due at 9-month opt-out termination.
4. All unpaid late fees, lost key fees, as well as any monies needed to clean/repair the room as defined above are paid.
5. Lessee shall provide Owner a forwarding address.
6. **If Lessee does not comply with these terms, court action may be taken and an adverse credit report may be filed with the three credit reporting agencies.**

UNSCHEDULED TERMINATION OF LEASE. If Lessee terminates the lease prior to making 9 consecutive monthly rent payments, Lessee agrees to the following;

1. The remaining number of lease payments that would be required to reach a total of 9 monthly rent payments will be paid.
1. The entire security deposit will be forfeited.
2. All unpaid utilities for months 1-9 will be due.
3. All unpaid late fees, lost key fees, as well as any monies needed to clean/repair the room as defined above are paid.
4. Lessee shall provide Owner a forwarding address.
5. **If Lessee does not comply with these terms, court action may be taken and an adverse credit report may be filed with the three credit reporting agencies.**

ASSIGNABILITY/SUBLETTING/SHARING. Lessee may not assign, sublease, or share any interest in the room with an individual that has not signed a lease with the Owner.

GUESTS. Lessee is allowed to invite guest(s) into the Heartland Complex for temporary visits. Lessee is responsible for the activity of the guest(s) including insuring that the visits do not infringe upon the activities of the other residents. **Guests must be accompanied by the Lessee at all times** (i.e., guests may not be present on the Heartland Complex property/building without being accompanied by Lessee). Guest visits should generally not exceed more than two consecutive days for each visit. The right to have guests may be revoked by Owner if the guest(s) are found to have violated any portion of this lease, infringed on the activities of the other Lessees, or the number of visits has been found to be excessive based on the judgment of the Owner.

DEFAULTS. Lessee shall be in default of this Lease if Lessee fails to fulfill any lease obligation or term by which Lessee is bound. If Lessee fails to cure any financial or other obligation within 14 days, Owner may take possession of the room without further notice, and without prejudicing Owner's rights to damages. In the alternative, Owner may elect to cure any default and the cost of such action shall be added to Lessee's financial obligations under this Lease. Lessee shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Owner by reason of Lessee's default. All sums of money or charges required to be paid by Lessee under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

POSSESSION. Lessee shall be entitled to possession of the bedroom on the date defined in Appendix I and shall yield possession to Owner on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. **All leases begin on the first day of the first month and end on the last day of the last month.** If during the lease term the bedroom becomes uninhabitable due to natural or man-made disasters or through governmental action, Owner will make every effort to find similar accommodations for Lessee within the Heartland Complex. If similar accommodations cannot be provided, Lessee may request early termination of the lease. Any unused rent paid in advance by Lessee shall be apportioned and refunded to Lessee and Owner will refund the entire security deposit to Lessee within thirty-days of vacancy (except as noted in the SECURITY DEPOSIT section of this lease). If during the lease term the room becomes uninhabitable, Owner is not responsible for finding Lessee housing nor is the Owner responsible for making payments for housing outside of the Heartland Complex.

In addition, if interruption of basic services occurs during the lease term including but not limited to TV service, internet service, water service, electric service, gas service, trash service, etc., Owner will take action to repair/restore such services as expeditiously as possible. Temporary loss of the services mentioned above does not constitute a right by Lessee to withhold part or all their rent/utility payments.

USE OF BEDROOM AND SHARED AREAS. Lessee may use the bedroom and the shared areas for the purpose of providing living space to the Lessee. The bedroom and shared areas will not be used for the conduct of business or other purposes. Lessee shall notify Owner of any anticipated extended absence from the room not later than the first day of the extended absence.

BEDROOM DECORATIONS. Pictures, plaques, diplomas, decorations, etc. may be placed on the bedroom walls. Wall putty, 3M Command wall adhesive or similar material should be used. No nails, tape or other type of strong adhesive materials will be used to hang items on the walls. No items will be hung from the ceiling, ceiling lights, window, window frame, blinds, valence, door or door frame. The blinds and valence may not be removed or replaced without the written permission of the Owner. The Lessee may also add furniture to the bedroom (ex., dresser, small refrigerator). No heating or cooking appliances may be placed or used in the bedroom or other shared areas of the Heartland Complex except for those used in the kitchen area.

STORAGE OF ITEMS IN BEDROOMS. Lessee shall each be entitled to use their leased bedroom for storing materials generally associated with residential living (ex., food, clothes, books, etc.). Materials that may damage the building or increase the risk of damage (ex., bicycles, mopeds, etc.) or other materials as defined at the discretion of the Owner will not be stored in the building without the written permission of the Owner.

BEDROOM AND SHARED AREAS STRUCTURAL MODIFICATIONS. Lessee will not make any structural modifications to the bedroom or the shared areas.

BEDROOM UTILITIES. At Lessee's expense, Lessee may add land-line telephone service, land-line internet service, or cable/satellite TV service to the bedroom. Lessee must obtain written approval from the Owner prior to installing these services and no drilling or installation of additional service outlets will be conducted without the written consent of the Owner. Lessee is responsible for paying all fees associated with these extra services as well as canceling these services at the termination of the Lease.

KEYS/LOCK CODES. Lessee will be provided with a code to unlock the electronic locks on the building entrance. For security reasons, Lessee will not disclose this code to other individuals. Lessee will be notified by the Owner when the code to the entrance electronic lock is changed for security or other reasons. In addition, one key for accessing the mailbox for the assigned bedroom and one key to access the assigned bedroom will be given to Lessee. A second duplicate of each key will be maintained by the Owner. Lessee shall not reproduce keys. A \$50.00 service charge will be assessed to the Lessee for any lost or damaged keys that require replacement.

ELECTRICAL SERVICE. Each bedroom is supplied with a maximum of 120 volts/20 amps of electrical power. The Owner should be contacted if electrical power is suddenly interrupted to the building. The electrical supply should be sufficient to supply power for lighting, computers, small refrigerators, and other small electronic equipment. All computer equipment should be attached to a surge suppressor, UPS, or similar device to prevent damage to the electrical equipment in the event of a power surge, brownout or blackout. The Owner is not responsible for any damages to equipment that occurs as a result of the above or other events.

PARKING. Lessee shall each be entitled to use of one parking space for the purpose of parking Lessee's motor vehicle. Lessee's visitors may have temporary access to parking spaces as needed. Extended parking of non-Lessee vehicles is not permitted.

BICYCLES/MOTORIZED BIKES/SCOOTERS. Lessee shall each be entitled to use the bike rack for storing bicycles/motorized bikes/scooters at the Heartland Complex. **Bicycles/motorized bikes/scooters will not be stored inside the Heartland Complex bedrooms, closets, or shared areas.** During winter, Lessee may request that the bicycle/motorized bike/scooter be stored in the Heartland Complex basement. Owner and Lessee will transport bicycle/motorized bike/scooter to the basement together. At such time Lessee would like the bicycle/motorized bike/scooter removed from the basement, Owner and Lessee will move the bicycle/motorized bike/scooter together.

MAIL. Lessee shall be provided with one mail box per bedroom (designated with the room number) located near the building entrance.

KITCHEN. Lessee shall be entitled to use the kitchen for storage of food and the preparation of meals. Cleaning of the kitchen as well as the purchase of cleaning supplies is the responsibility of the user.

RESTROOM FACILITIES. The restroom facilities are provided for use by the Lessee and Lessee's guests. Any water damage arising from Lessee or Lessee's guests may be repaired at the expense of the Lessee. Cleaning of the restroom facilities, including purchase of toilet paper and the purchase of cleaning supplies, is the responsibility of the user.

PICNIC AREA. The picnic area is for the use and benefit of Lessee and Lessee's guests. Open fires are not permitted on the Heartland Complex property with the exception of; (1) use of charcoal in the permanent park grill supplied by the Owner or, (2) use of portable charcoal/propane grills supplied by Lessee. Cleaning of the picnic area is the responsibility of the user.

TRASH CONTAINER IN PARKING LOT. All trash should be bagged prior to placement in the parking lot trash container. Items that cannot be placed in the trash container include large appliances (ex., mini-refrigerators), hot coals (ex., from grills), tires, or other hazardous materials.

RENTER'S INSURANCE. Lessee shall obtain and maintain for the entire term of the lease either; (1) renters insurance or (2) demonstrate that the Lessee's parents/guardians have home owners insurance with sufficient liability insurance. In either case, the Heartland Complex shall be named as an **additional interest** on the policy, a minimum of \$100,000 liability shall be maintained, and a copy of the insurance policy or a certificate of insurance will be provided to the Owner. Owner shall receive advance written notice from the insurer prior to any termination/modification of such insurance policies. Owner is not responsible for theft, fire damage, smoke damage, water damage or damage that may result from other natural or man-made disasters.

ACCESS BY OWNER TO THE BEDROOM. Owner shall have the right to enter the bedroom and shared areas to make inspections or provide necessary services without Lessee's consent. Owner intends to make regular inspections of the bedroom/shared areas in order to verify the proper operation of smoke detectors, window/door operation (for the purpose of insuring safe exit in case of an emergency), fire extinguishers, and lighting. Access to the Heartland Complex may also be given to outside contractors for the purpose of conducting repairs on the building. However, Owner does not assume any liability for the care or supervision of those outside entering the Heartland Complex.

UTILITIES. Owner's and Lessee's obligations for room utilities shall include

Owner:

- TV service in the lounge
- WiFi internet service
- water
- sewer

Lessee:

- electricity
- natural gas
- trash
- Private TV/telephone/internet services in the bedroom (if selected)

MAINTENANCE. Owner's and Lessee's obligations for maintenance shall include

Owner:

- roof, walls, windows, doors, floors and other structural parts of the building
- parking lot, driveway, and sidewalks
- septic system, water pipes, and other matters related to plumbing
- electrical wiring
- heating and air conditioning systems
- replacement of light bulbs in the shared areas
- replacement of batteries in all smoke detectors
- replacement of light bulbs in the bedroom, closet, and shared areas

Lessee:

- None

CLEANING. Owner's and Lessee's obligations for cleaning shall include

Owner:

- cleaning outside of windows
- trash removal from the designated trash container in the parking lot
- leaf removal
- lawn mowing, mulch application and maintenance of landscape plants
- snow removal from the parking lot when the accumulation exceeds 4"
- sign maintenance

Lessee:

- cleaning bedroom and shared areas
- placement of trash into plastic bags prior to placement of plastic bags into the trash bin in the parking lot
- cleaning inside of windows
- snow removal on porch/steps/sidewalk and application of salt to the steps/sidewalk (salt provided by Owner)

PETS. No pets will be allowed in the Heartland Complex or on the Heartland Complex property.

DANGEROUS MATERIALS. Lessee shall not keep or have in the Heartland Complex any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire or injury in the building, or that might be considered hazardous by a responsible insurance company.

ILLEGAL DRUGS. Lessee shall not keep or have on the Heartland Complex property any illegal drug. Possession of illegal drugs on the Heartland Complex property will result in immediate termination of the lease agreement, immediate removal of the Lessee from the premises, forfeiture of any prepaid lease payments, and forfeiture of the security deposit. The local police may also be contacted.

THEFT, DESTRUCTION OF PROPERTY, ASSAULT ON OTHER OCCUPANTS. Theft of Heartland Complex property or the property of other occupants, damage and/or destruction of Heartland Complex property or the property of other occupants, and assault on other occupants of the Heartland Complex is strictly forbidden and can result in immediate termination of the lease agreement, immediate removal of the Lessee from the premises, forfeiture of any prepaid lease payments, and forfeiture of the security deposit. The local police may also be contacted.

SMOKING AND NON-SMOKING AREAS. The Heartland Complex is a non-smoking facility. No smoking will be allowed inside the building. Smoking is permitted in the parking lot, lawn, picnic area, or on the north porch.

NOISE. Lessee shall keep all conversations, music or other noises at such a volume as not to disturb the occupants of the other rooms or the neighbors.

FEMININE HYGIENE PRODUCTS. Lessee will insure that feminine hygiene products (ex., pads/tampons) are placed in the designated receptacle in each restroom and **not placed in the toilets**. Placement of these products in the toilets will result in sewer backup. Repairs of such backups may be charged back to the occupants of the Heartland Complex.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Owner may terminate this lease upon 30 days' written notice to Lessee that the Heartland Complex will be sold to another party. Lessee will be responsible to make lease payments to owner until such time that the building is vacated. Owner will refund the security deposit to Lessee within 30days of vacancy if lease is terminated early by Owner due to sale of the property (except as noted in the SECURITY DEPOSIT section of this lease).

DESTRUCTION, CONDEMNATION, OR OTHER GOVERNMENTAL ACTION AGAINST THE HEARTLAND COMPLEX. If the Heartland Complex is partially destroyed by fire or other casualty to an extent that prevents the conducting of Lessee's use of the room in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$20,000.00, Owner shall repair the Heartland Complex and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Heartland Complex has been rendered unusable (as determined by Owner). Owner is not responsible for finding Lessee housing nor is the Owner responsible for making payments for housing outside of the Heartland Complex. However, if the damage is not repairable within sixty days, or if the cost of repair is \$20,000.00 or more, or if Owner is prevented from repairing the damage by forces beyond Owner's control, or if the property is condemned or closed by governmental action, this Lease shall terminate upon thirty days' written notice of such event or condition by either party and any unearned rent paid in advance by Lessee shall be apportioned and refunded to Lessee. Lessee shall give Owner immediate notice of any damage to the Heartland Complex. Owner will refund the entire security deposit to Lessee within 30days of vacancy if lease is terminated early by Owner due to non-repairable damage or governmental action against the property except as noted in the SECURITY DEPOSIT section of this lease).

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

INDEMNITY REGARDING USE OF PREMISES. Lessee agrees to indemnify, hold harmless, and defend Owner from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Owner may suffer or incur in connection with Lessee's possession, use, or misuse of the Heartland Complex including that caused by any guests/visitors of the Lessee

COMPLIANCE WITH REGULATIONS. Lessee shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Ohio. Lessee consents to jurisdiction within Allen County, Ohio.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing via Lease Amendment which will be signed by both parties.

SEVERABILITY. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every other provision of this lease.

BINDING EFFECT. The provisions of this lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assignees.

APPENDIX I

I. General Terms

1. Lessee agrees to lease room ____ for a period of 12 months that begin on _____ and terminates on _____.
2. Lessee agrees to pay Owner \$350/month for 12 consecutive months. All rent payments are payable on or before the first calendar day of each month.
3. Lessee agrees to pay Owner a security deposit equal to two months' rent (\$700). One half of the security deposit (\$350) is required to reserve a room; the second half (\$350) is due prior to taking possession of the room.
4. Lessee agrees to pay Owner their percentage of the "shared" utilities (i.e., electricity, natural gas, trash removal). Owner will accrue the total of all shared utility bills, divide the total by the number of individuals leasing rooms, and provide the amount due for each Lessee. The utility bill is due on or before the first day of each month.
5. Lessee will be responsible for paying any private utility services the Lessee obtains specifically for their bedroom (ex., telephone, internet, and TV).
6. Lessee agrees to obtain and maintain either; (1) renters insurance or (2) demonstrate that the Lessee's parents/guardians have home owners insurance with sufficient liability insurance. A minimum of \$100,000 liability shall be maintained and the Heartland Complex shall be named as an **additional interest** on the policy. A copy of the insurance policy or a certificate of insurance will be provided to the Owner.

II. Pre-Occupancy Building Review

By signing this Lease, Lessee indicates that he/she has examined the bedroom and the shared areas and found them to be in acceptable condition. Any items that the Lessee would like to bring to the attention of the Owner are listed below;

Comments:

III. Emergency Contact Information

In case of emergency, the following individual should be contacted;

Name	
Phone	
Street Address	
City	
State	
Zip Code	

IV. Lease Signatories

LESSEE:

Lessee Signature	
Lessee Printed Name	
Social Security Number	
Telephone Number	
Date	

LESSEE PARENT/GUARDIAN:

Parent/Guardian Signature	
Parent/Guardian Printed Name	
Social Security Number	
Date	

OWNER:

R. E. Rush
Rush Enterprises, LLC.
rustyrush1@msn.com

Date: _____