

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated _____, by and between _____ ("Landlord"), and _____ ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant _____ (the "Premises") located at _____.

TERM. The lease term will begin on _____ and will terminate on _____.

LEASE PAYMENTS - Tenant shall pay to Landlord lease payments of _____, payable in advance on the first day of each month, for a total lease payment of _____. Lease payments shall be made to Landlord at _____, OH, _____ which may be changed from time to time by Landlord.

SECURITY DEPOSIT - At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of _____ to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law.

POSSESSION - Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES - Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

OCCUPANTS - No more than _____ person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained. Regardless of the proximity of the Premises to any school, preschool or child day-care center, Tenant shall not permit any person to occupy the Premises as a tenant, resident, occupant or guest for any period of time if such person's name appears on any agency's registry of sex-offenders or child-victim offenders or if such person has been convicted of or pleaded guilty to a sexually-oriented offense or child-victim offense. If Tenant violates this provision, then Landlord may elect to terminate the tenancy as to Tenant and any occupant and to retake possession through an eviction action. Landlord need not provide any additional notice to Tenant than required by applicable law.

PETS - Pets shall not be allowed without the prior written consent of the Landlord.

FURNISHINGS - The following furnishings will be provided by Landlord: _____. Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

PARKING - Tenant shall be entitled to use _____ parking space(s) for the parking of motor vehicle(s).

STORAGE - Tenant shall be entitled to store items of personal property in _____ during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items.

PROPERTY INSURANCE - Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

RENEWAL TERMS - This Lease shall automatically renew for an additional period of _____ per renewal term, unless either party gives written notice of termination no later than _____ days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the lease installment payments shall be _____ per _____.

KEYS - Tenant will be given _____ key(s) to the Premises and _____ mailbox key(s). If all keys are not returned to Landlord following termination of the Lease, Tenant shall be charged _____.

LOCKOUT - If Tenant becomes locked out of the Premises, Tenant will be charged _____ to regain entry.

MAINTENANCE - Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant will be responsible for:

UTILITIES AND SERVICES - Tenant shall be responsible for the following utilities and services in connection with the Premises: _____

_____.

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

TAXES - Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES - Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon _____ days' written notice to Tenant that the Premises have been sold.

DESTRUCTION OR CONDEMNATION OF PREMISES - If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises 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 _____, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to

which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of repair is _____ or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

HABITABILITY - Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS - Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within ____ days (or any other obligation within ____ days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant 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.

LATE PAYMENTS - For each payment that is not paid within _____ days after its due date, Tenant shall pay a late fee of _____ per day, beginning with the day after the due date.

HOLDOVER - If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

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

NON-SUFFICIENT FUNDS - Tenant shall be charged _____ for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS - Tenant shall be allowed to conduct construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES - Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

DANGEROUS MATERIALS - Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS - Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

ASSIGNABILITY/SUBLETTING - Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE - Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

_____, OH _____

TENANT:

_____, OH _____

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW - This Lease shall be construed in accordance with the laws of the State of _____.

ENTIRE AGREEMENT/AMENDMENT - This Lease 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 or amended in writing, if the writing is signed by the party obligated under the amendment.

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 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 assigns.

TENANT ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A VOLUNTARY CREDIT TRANSACTION. TENANT AUTHORIZES LANDLORD, ITS AGENTS AND/OR ATTORNEYS TO OBTAIN CREDIT REPORTS AND INFORMATION AT ANY TIME DURING AND AFTER THE TERM OF THIS LEASE IN THE EVENT OF A BREACH OF THIS LEASE.

LANDLORD:

TENANT:

LEASE ADDENDUM ON MOLD

To minimize the occurrence and growth of mold in the Leased Premises, and to address conditions relating to mold issues, Resident and Lessor hereby agree to the following:

MOISTURE ACCUMULATION - Resident shall remove any visible accumulation of moisture in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after each occurrence; use exhaust fans in kitchen and bathroom when necessary; properly operate the central air conditioning unit; and take all reasonable actions to keep the climate and moisture in the Leased Premises at levels that will minimize the potential for mold growth. In the event carpet drying and/or dehumidifying equipment is temporarily in use, only Management may discontinue such use.

NOTIFICATION OF MANAGEMENT - Upon the first appearance of mold in bathroom or kitchen areas, Resident shall first try to remove the mold with a household cleaning solution, such as Mold and Mildew Remover, or a combination of water and bleach. If such cleaning does not remove the mold, Resident shall promptly notify Management both by telephone and in writing.

Resident shall also promptly notify Management of the presence of the following conditions:

- A water leak, excessive moisture, or standing water inside the Leased Premises
- A water leak, excessive moisture, standing water, or mold in any community common area
- A malfunction, including condensation problems, in any part of the heating, air conditioning, or ventilation system in the Leased Premises.

If Resident's personal property is damaged due to mold or moisture, decisions regarding replacement or payment for such items will be made on a case-by-case basis, but in no event shall Owner be responsible for replacement or payment if the condition is the result of Resident's failure to comply with the terms of this Lease Addendum.

LIABILITY - Resident shall be liable to Owner for damages sustained to the Leased Premises and shall indemnify and hold Owner harmless from all claims alleging injury, illness, or other damage to Resident, guests, or other residents of the premises as a result of Resident's failure to comply with the terms of this Addendum. Management shall be liable only if it disregards Resident's proper notice of the mold-related conditions.

VIOLATION OF ADDENDUM - Resident's violation of this Addendum shall be deemed a material violation of the Lease, and the Owner shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.

_____ _____
Tenant Signature Date

_____ _____
Tenant Signature Date

_____ _____
Owner / Manager Signature Date



**For exclusive use by Lake Erie Landlord Association Member Only
LE080118**