

Roo Town Rentals, LLC
P.O. Box 175
Wadsworth, OH 44282
330-571-0263

LEASE AGREEMENT

This agreement made and entered into this _____ day of _____, 20____
by and between Roo Town Rentals, LLC (hereinafter LANDLORD) and
_____ (hereinafter TENANT).

The ADDRESS of leased premises:

TERM: The parties hereto agree that the term of this lease shall:

Commence on the _____ day of _____, _____
and end on the _____ day of _____, _____ at 12:00pm EST.

RENT: Said TENANT of the agreement does hereby agree to pay, as rent for the said premises, the sum of \$ _____ for the term listed above. This may be payable in full as a lump sum or payable in twelve (12) equal, non-prorated installments to: Roo Town Rentals, LLC, P.O. Box 175, Wadsworth, Ohio 44282. If the lump sum option is taken, full payment must be made prior to August 1st, _____ to receive a 3% discount. If rent is not paid in full as a lump sum then rent is due on or before the first (1st) day of each month during the term, for the amount of \$ _____, for the ensuing month and must follow the rent installment schedule below. In the event that any rent installment is not paid on or before the third (3rd) day of the ensuing month, the TENANT agrees to pay a ten percent (10%) late charge for that rent installment in the amount of \$ _____. Postmark date of the mailed payment will be used to assess late charges. On checks dishonored, bounced or refused by the bank, there will be an additional Forty-five Dollar (\$45.00) charge.

RENT INSTALLMENT SCHEDULE:

Payment #1 due Aug 1 st	Payment #5 due Dec 1 st	Payment #9 due Apr 1 st
Payment #2 due Sep 1 st	Payment #6 due Jan 1 st	Payment #10 due May 1 st
Payment #3 due Oct 1 st	Payment #7 due Feb 1 st	Payment #11 due Jun 1 st
Payment #4 due Nov 1 st	Payment #8 due Mar 1 st	Payment #12 due Jul 1 st

MONEY DUE BEFORE POSSESSION:

SECURITY DEPOSIT	\$ _____
APPLICATION FEE	\$ _____
Payment #1 due August 1st	\$ _____
TOTAL due before possession	\$ _____

USE: To be occupied as a residential dwelling and for no other purpose.

UTILITIES: The following utilities must be in service during the term of this lease: water, sewer, garbage, electric and gas. The TENANT will be responsible to pay: _____ . The LANDLORD will be responsible to pay: _____ . If utilities are limited or capped, they will be identified on the attached Utility Addendum. The TENANT shall pay all the above utility bills for the premises when and as the same become due. At TENANT'S expense, optional services such as cable television, home telephone, internet, and security system may be installed and paid for by TENANT. It shall not be the LANDLORD'S responsibility to supervise or otherwise watch over any repairmen, utility men, or other service men contacted by the TENANT while he is in this premise.

PLUMBING OPERATION: The TENANT will be charged with sewage and plumbing stoppage after 30 days from first day of occupancy. No foreign objects, including sanitary products, shall be placed in drains or toilets.

FURNACE OPERATION: The TENANT must maintain a minimum temperature in the house or apartment of no less than 60° F during the winter months as to prevent freezing of water lines. TENANT shall be responsible for any damage that may occur if he fails to maintain adequate heat in the building during winter months.

WINDOW AIR CONDITIONING UNITS: If the LANDLORD is responsible for paying the electric bill and a window air conditioner is installed, rent installments will be increased by \$50.00 per window unit divided by the number of occupants, for the months the unit is installed. It is the responsibility of the TENANT to notify the LANDLORD when a window air conditioner unit has been installed or removed. A \$100 penalty will be assessed if TENANT fails to notify the LANDLORD of installation plus the monthly charge. If the TENANT is responsible for paying the electric, no additional fees apply.

COMMUNICATION: The preferred form of communication between TENANT and LANDLORD for informal and non-emergent communication is text messaging. This type of communication could include: Rent collection notices, scheduling maintenance or apartment showings, utility notices and general questions. If text messaging is unavailable or not acceptable it is the TENANTS responsibility to notify the LANDLORD. All formal or emergency type communications should be in writing or by way of telephone.

LAWN CARE AND SNOW AND ICE REMOVAL: The LANDLORD is responsible for lawn service and the maintenance of trees and shrubs. The TENANT is responsible for removing all trash from the lawn prior to the grass being cut. A \$25.00 per hour fee will be charged for any trash, litter, cans, bottles etc. that must be removed by the lawn care company or LANDLORD. The TENANT is responsible for all snow and ice removal for the term of this agreement. This includes all sidewalks, driveways and steps or stairs. It is the TENANTS sole responsibility to provide salt or any other material necessary to keep walks, stairs and drives clear of ice and snow.

SECURITY DEPOSITS: The security deposit paid by the TENANT, shall be held by the LANDLORD until this lease agreement is terminated. The full security deposit shall be returned to the TENANT within thirty (30) days after completion of this lease agreement and delivery of possession to the LANDLORD subject to the following provisions:

- (1) The TENANT has lived up to full term and provisions of the lease agreement;
- (2) If the TENANT has not reimbursed the LANDLORD previously, the LANDLORD will deduct the cost of any repairs, replacements, redecorating, and/or refurbishing of the premises or any fixtures, systems, or appliances caused by other than reasonable wear and tear;
- (3) ENTIRE RESIDENCE, including range, exhaust fan, refrigerator, stove, showers, tubs, toilets, floors, blinds, closets, cabinets, windows, and window screens, must be cleaned and carpets swept. Carpets must be professionally cleaned by a company approved by the LANDLORD. In other words, the residence is to be returned in the same clean rentable condition that it was received. This will be documented and evidenced by photographs taken by the LANDLORD at the time of move in and move out.
- (4) The LANDLORD will deduct the expense incurred for repairing and redecorating that might occur as a result of the TENANT placing stickers on the walls (such as those used to facilitate picture hanging) or for holes and scratches in walls or woodwork;
- (5) All burned out light bulbs are to be replaced with equal quality and wattage as placed in the apartment at time of move in;
- (6) Scratches or indentations in wood or resilient flooring is not considered reasonable wear and tear;
- (7) Any unpaid late charges, delinquent rents or unpaid invoices for extra services or charges will be deducted from the security deposit;
- (8) All exterior door keys are to be returned to the LANDLORD by way of U.S. Mail. All bedroom keys shall be left in the bedroom door lock. It is expressly understood that a failure to return all keys at the end of the term shall entitle the LANDLORD to deduct \$125.00 from the security deposit as liquidated damages for such failure.
- (9) All debris, rubbish and discards are to be placed in proper rubbish containers;
- (10) A forwarding address MUST be left with the LANDLORD. Without this address we will have no way of returning your deposit.

TENANT agrees that if the premises are not left in a clean and orderly condition, TENANT will pay \$25.00 per hour fee for cleaning, repair, and/or trash removal. In the case of individual bedroom leases in a house, the TENANT agrees to pay his proportional share of cleaning which is needed in the shared or common areas of the premises. If deductions from the security deposit are necessary, the TENANT will receive, within (30) days after the termination of this lease agreement and delivery of possession to the LANDLORD, an itemized statement outlining each item deducted. The security deposit will be refunded by a check, mailed to the forwarding address provided, and made payable to the TENANT signing the Lease. The security deposit is not to be used as your last installment.

In the event of sale of the building covered by this lease agreement, the LANDLORD shall have the right to transfer the security deposit account to the purchaser and the LANDLORD shall be relieved of all liability to the TENANT and the TENANT shall look solely to the new LANDLORD for return of the security deposit account.

RELEASE OF INFORMATION: The TENANT hereby authorizes the LANDLORD to verify any information pertaining to credit or references given to it, and in the event that this agreement is not accepted the total deposit received shall be refunded.

POSSESSION: The LANDLORD shall make every effort to have this residence ready on time, but because of circumstances beyond the LANDLORD'S control could cause

delay, the LANDLORD cannot be liable for failure to deliver the premises at the time stipulated on the lease. In the unlikely event that this happens, rent shall be abated on a daily basis until the TENANT is tendered possession. If the LANDLORD is unable to deliver the residence within seven (7) days after the date promised on the lease, then the TENANT'S deposit will be refunded in full upon request. It is required that **ALL** TENANT'S listed in the "TENANT LISTING" section of this lease pay the required "Total due before possession" as listed on page one of this lease agreement before any TENANT will be given access or keys. If **ANY** TENANT does not pay all of said "Total due before possession" it is at the LANDLORDS discretion to void all TENANT'S lease agreements.

DAMAGE TO THE PREMISES: All damage by TENANT or his or her invitees, shall be repaired at the expense of the TENANT. The LANDLORD is to be notified within seven (7) days of any damage which will need repair. The LANDLORD agrees to repair the premises with reasonable promptness when caused by the TENANT's fair wear and tear only, or by forces beyond the control of the TENANT. A periodic inspection of the premises will be performed at the discretion of the LANDLORD. At this time an inventory will be made of all needed repairs. If it is found that the TENANT is not maintaining the premises in a reasonably clean manor it is at the discretion of the LANDLORD to provide a professional cleaning company to clean the premises at the TENANTS expense. The TENANT is responsible for the cleaning and maintenance of all carpeting and floor coverings.

SMOKE DETECTORS AND FIRE EXTINGUISHERS: TENANT acknowledges that all smoke detectors upon the premises have had new batteries installed at the beginning of this term and are in good working order. Should any replacement of batteries become necessary during the term of this lease LANDLORD agrees to do so immediately upon notification by TENANT. The TENANT agrees to notify LANDLORD should any maintenance become necessary. The TENANT agrees to assume all liability for harm due to failure to report needed maintenance of if he tampers with smoke detectors in any way. TENANT agrees to pay a charge of \$75.00 per smoke detector if smoke detectors are found without batteries or if detectors have been removed. TENANT agrees to pay a charge of \$100.00 when a fire extinguisher has been discharged or has had a seal broken without the presence of fire. Further, the TENANT agrees that any tampering with the smoke detectors or fire extinguishers may be considered a material breach of this contract.

FIRE HAZARDS: The TENANT shall not permit any hazardous act which might cause fire or will increase the rate of insurance on the premises. If the premises become uninhabitable by reason of fire not caused by the TENANT's negligence, his or her agent or guests, the rental herein shall be suspended until the same has been restored to habitable condition. The LANDLORD is not obligated to rebuild or restore the premises. TENANT agrees not to use an outside grill or barbecue equipment within a close proximity to any structure assumes responsibility for any damage that might result from the use of said equipment. Outside fire pits or campfires are prohibited. TENANT agrees not to use candles or any device that uses an open flame for means of heating, illumination or fragrance in the premises.

NO SMOKING POLICY: The TENANT shall not smoke or permit others to smoke within premises. This includes smoking cigarettes, cigars, pipes or any other smoking device. This policy is in effect to mitigate (1) the irritation and known health effects of secondhand smoke; (2) the increased maintenance, cleaning and decorating costs from smoking; and (3) the increased risk of fire from smoking. The TENANT acknowledges that the LANDLORD'S adoption of a no smoking policy does not make the LANDLORD the guarantor of the TENANT'S health or of the smoke-free condition of the premises.

USE AND OCCUPANCY: The TENANT will occupy one bedroom. No other TENANT is to occupy that room. The TENANT shall use the selected bedroom and the remaining premises only for private residence purposes and shall not permit any unlawful practices to be connected with or carried on in the said premises, and shall not permit the use of the premises, for any purpose which will disturb other TENANTS in the building. TENANT agrees that he will exit windows of the premise for emergency purposes only and will not enter onto sections of the roof or fire escapes except in case of emergency. TENANT agrees to pay an inspection charge of \$100.00 if found on any section of the roof or fire escape and further agrees to pay for any damages to the roof or fire escape found in said inspection. No banners or exterior signage, lighting etc., shall be allowed on premises whatsoever. Any breach of this agreement as to the use and occupancy under this section constitutes grounds for immediate eviction and termination of this lease agreement, which the LANDLORD may or may not exercise at his option. Unoccupied bedrooms may be rented out at the discretion of the LANDLORD.

DISTURBING NOISES: The TENANT agrees not to make or permit to be made any disturbing noises; neither shall the TENANT commit or permit any act which will unreasonably interfere with the rights, comfort, or convenience of any other residents. The TENANT shall keep the volume of any radios or televisions or musical instruments at this residence sufficiently reduced at all times so as not to disturb other residents in the building.

GUEST AND SOCIAL GATHERINGS: Guest and social gatherings shall be limited to no more than 15 persons at any time. At no time shall gathering interfere with a neighbor's peaceable enjoyment of their property. At no time will beer kegs be permitted on the premises. Any violation of this agreement will considered a material breach of this contract. Any and all cost either directly or indirectly by violation of this condition shall be passed directly on to all TENANTS and guarantors.

APPLIANCES: A refrigerator has been provided and will be maintained by LANDLORD for the convenience of the TENANT; however, LANDLORD assumes no responsibility for lost food due to failure of said refrigerator during the term of this lease. If a washing machine or dryer has been provided for the convenience of TENANT, LANDLORD assumes no responsibility for damaged clothes from the use of said machines. This lease is for an unfurnished premise.

PROHIBITED ITEMS: Waterbeds or water filled furniture are not permitted in the premise.

SUB-LETTING: The TENANT shall not assign this lease agreement, not let, not sub-let said premises, or any part thereof, without written consent of the LANDLORD. In case of any assignment or sub-letting by and with the consent of the LANDLORD, such assignee or sub-TENANT shall take the premises, subject to all the terms and conditions of the lease agreement, and the consent of the LANDLORD of such assignment or sub-letting shall in no way relieve the TENANT from your obligation to pay rental installments hereunder and perform all terms and conditions of this lease.

PETS: No animals, birds, or pets of any kind shall be permitted in OR on the leased premises. Breach of this provision constitutes grounds for immediate eviction and termination of this lease by the LANDLORD, which the LANDLORD may or may not exercise at his option. **NO VISITING PETS** are allowed whatsoever and shall be subject to the same action. If it is found that a pet of any kind has

been allowed in the premises, the tenant will be fully responsible for payment of a \$750.00 non-refundable pet fee, plus a pet-fee-per-diem of \$10.00 per day. In addition the tenant will still be held liable for any damage including destruction of property and/or extermination of pests.

ALTERATIONS: The TENANT shall not do, nor have done, any painting or decorating of this premise without a written consent of the LANDLORD or his agent. Nor shall the TENANT remodel or make any structural changes to the lease premises, nor attach any fixtures without the LANDLORD's prior written permission. The TENANT will be responsible for the cost associated with returning the premise to its original condition.

ACCESS: TENANT agrees to permit the LANDLORD to enter the premises at any time for emergencies, at reasonable times for the purpose of repair and upon twenty four hour notice for the purpose of inspection. Any request for maintenance by any TENANT will be interpreted as permission to enter the premises.

SHOWING APARTMENT: The LANDLORD reserves the right to show the premise to prospective TENANTS. The LANDLORD will make appointments with the TENANT for these visits, giving 24 hours notice before showing. This notice will be provided via text message. It is customary to begin showing the premise in November for the fall rental season.

ELECTRIC LIGHT BULBS: The LANDLORD shall supply the residence with electric light bulbs at the time the TENANT moves in. The TENANT agrees to furnish replacements thereafter.

TRASH AND GARBAGE: The TENANT shall place all trash in the large rolling containers provided by The City of Akron or in private dumpster provided by LANDLORD. The TENANT further agrees to deposit all trash and disposable garbage inside the trash containers and not set such items outside the trash container and to place the container in appropriate location. Raw garbage should be placed inside a plastic bag before being placed in the trash container.

LOCKS AND KEYS: The LANDLORD shall provide a lock for the exterior doors. So as not to constrict the LANDLORD's ability to provide maintenance and emergency service, the TENANT agrees that no additional locks shall be placed on any of the doors of the premises or shall any locks be changed, unless The LANDLORD authorizes such additional locks or changes to be made in writing. Upon termination of this lease agreement, the TENANT shall return to the LANDLORD all keys to the premises. If the TENANT requests a door to be unlocked or a replacement key the TENANT will incur a \$75.00 fee.

BEDBUGS: It is understood between LANDLORD and TENANT that extermination of any bedbugs brought onto the premises shall be the responsibility of the TENANT. LANDLORD shall aid the TENANT with contracting and scheduling of contractor for the extermination, but the financial responsibility of said extermination shall be the sole responsibility of the TENANT.

BALCONIES AND PATIOS: The TENANT is responsible for maintaining a neat and orderly appearance on outside balconies, porches or patio. Brooms, boxes, garbage bags, beverage cases, cans, bottles, rugs thrown over railings and other unsightly objects should not be placed on your balcony or patio area. As a matter of City Ordinance, no indoor furniture may be placed on outside decks or patios.

REMOVAL FOR UNREASONABLE CONDUCT: If the LANDLORD at any time finds TENANT conduct or the conduct of other occupants of the leased premises or visitors thereto unreasonable, the LANDLORD shall ask that such conduct be ended. If after that notification the conduct continues, then the LANDLORD shall have the right to terminate this lease by giving the TENANT personally, or by leaving at the leased premises a three (3) day written notice to vacate the same, and the term of this lease shall terminate upon the expiration of the time mentioned and LANDLORD shall thereupon be entitled to the immediate possession of the leased premises and may take possession thereof.

INDEMNIFICATION: The parties agree that the TENANT shall be responsible and liable for any damages or injury to the TENANT, or any guest of the TENANT, or any property of the TENANT, which occurs on the premises, or any part thereof. TENANT agrees to hold the LANDLORD harmless for any claims to property of the TENANT or to the guest of TENANT. It is agreed between LANDLORD and TENANT that the LANDLORD shall not be responsible for damages from plumbing, gas, water, steam or other pipes or fixtures, or sewage, above, upon or about said premises or building, nor for any damage arising from acts or neglect of other occupants of the building.

RENTERS INSURANCE: THE LANDLORD SHALL NOT BE RESPONSIBLE FOR DAMAGES OR LOSS OF PERSONAL PROPERTY STORED IN THE PREMISES. Throughout the term of this Agreement, TENANT shall maintain insurance coverage under a Renter's Insurance Policy, which policy premium is to be pre-paid, and which policy, at a minimum, is to insure the TENANT's contents and effects and liability coverage protection of \$100,000.00. Failure to maintain a renter's insurance policy, and the accompanying liability coverage protection, may be deemed by Landlord to be a breach of this agreement. A declarations page from this insurance policy must be provided to the landlord prior to move in and upon request after that date.

DELINQUENT RENT PAYMENT: Upon the failure to pay any installment of rental when due without demand thereof, or if the TENANT, without LANDLORD consent shall violate any of the terms of the Lease, it shall be lawful thereupon for the LANDLORD, pursuant to law, to re-enter and re-possess said premises, to remove all persons therefrom and to take exclusive possession or removal of property there from and all TENANT rights as resident shall immediately cease.

REMOVAL OF PERSONAL PROPERTY: If after violation of this lease, or upon expiration of this lease, the TENANT moves out and fails to remove any personal property, then the personal property shall be deemed abandoned.

RECEIPT: Received \$_____ toward security deposit. Balance of \$_____ is due prior to the acceptance of this lease. Time is of the essence in this agreement and in consummating the same due to a "prime rental season" which coincides with the school year. The TENANT agrees that he/she shall forfeit any security deposit received as liquidated damages unless all of the following are met:

- A. Applications to be completed and Application fee paid by **ALL** TENANTS.
- B. **ALL** TENANTS (listed below) have executed this agreement within ten (10) days of the date on page 1 of this agreement.
- C. The full security deposit due from **ALL** TENANTS (listed below) is paid in full.

- D. All parental guarantees are executed and returned within ten (10) days of the date on page 1 of this agreement.

TENANT LISTING: This listing provides the names of all TENANTS who have agreed to occupy this residence during the leased term. Each TENANT is responsible for the maintenance and repair associated with the selected room for the life of this agreement. Room changing will not be permitted without written approval of the LANDLORD. All TENANTS agree to cohabitate and approve of this arrangement.

NAME	ROOM LOCATION DESCRIPTION
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

REPRESENTATION AND APPLICATION: The LANDLORD tenders this lease to the TENANT on the basis of the representations contained on the application which is made a part of this lease agreement, and in the event any of the representations contained in this application shall be found to be misleading or untrue, the LANDLORD shall have the right to cancel this lease and repossess the lease premises. NO ORAL STATEMENTS MADE BY THE LANDLORD SHALL BE BINDING UPON THE LANDLORD UNLESS CONSENTED TO IN WRITING.

HOLDING OVER: TENANT agrees that if he retains possession of the premises or any part thereof after the termination of the term by lapse of time or otherwise, a tenancy at sufferance shall be created at a per diem rent of 3 times the normal monthly installment. TENANT further agrees to pay LANDLORD for all damages sustained by him resulting from retention of possession by TENANT.

NO WAIVER BY LANDLORD: LANDLORD shall not be deemed to have waived any rights under this Agreement, unless such waiver is given in writing and signed by LANDLORD. No delay or omission on the part of the LANDLORD in exercising any right shall operate as a waiver of such right of any other right. A prior course of conduct or prior course of dealing, between LANDLORD and TENANT shall not constitute a waiver of any of the LANDLORD's rights or any of the TENANT's obligations as to any present or future occurrences pursuant to this Agreement.

SEVERABILITY: Wherever possible each provision of this agreement shall be interpreted in such manner as to be effective and valid under Ohio Law. If any provision of this agreement shall be found invalid under Ohio Law, such provision shall be ineffective only to the extent of such invalidity.

FAIR HOUSING: TENANT agrees to abide by the Fair Housing Act and agrees to refrain from discriminating against co-tenants in any manner. Failure to abide by this agreement will be a breach of this lease.

ENTIRE AGREEMENT: This agreement and any attachment hereto and document executed in conjunction herewith constitute the entire agreement between LANDLORD and TENANT. There are no other representations, agreements or promises, oral or written. This Agreement supersedes all discussions, negotiations and understandings between LANDLORD and LESEE. This Agreement may only be amended in writing by the parties.

VALIDATION: I HAVE READ THIS LEASE IN ITS ENTIRETY (9 Pages plus addendums) AND AGREE TO ALL TERMS AND CONDITIONS.

LANDLORD _____ TENANT (sign) _____

CELL PHONE _____

EMAIL _____

DATE _____

DATE _____

Parental Guarantee

We, the undersigned, who are the parents, or guardians, of the TENANT in the foregoing agreement, hereby guarantee payment of the installments due under said agreement, and guarantee fulfillment of all other covenants herein. We further agree that in the event the LANDLORD requests collection of our liability, that we will reimburse it for all costs and reasonable attorney fees.

Name: _____

Name: _____

Social Security #
or Drivers Lic # _____

SSN #
or DL # _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Signature _____

Signature _____

Date _____

Date _____

***THIS DOCUMENT MUST BE NOTARIZED OR COMPLETED IN THE PRESENCE OF MANAGER OR RETURNED ALONG WITH A QUALITY COPY OF GUARANTOR'S CURRENT DRIVERS LICENSE TO BE ACCEPTABLE.**