Providing Quality Service Since 1973

 **LEASE AND RENTAL AGREEMENT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This lease made and entered into this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, at Columbus, Franklin County, Ohio by and between the undersigned LESSOR and LESSEE, WITNESSETH:

That the LESSOR, in consideration of the rents to be paid and the agreements to be performed by the LESSEE, has leased to the LESSEE an apartment located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Columbus, Ohio known as apartment \_\_\_\_\_\_\_for the term beginning  ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in **\_\_\_\_\_\_**  installments of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ each for a total of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Each installment shall be due on the 1st (first) day of each and every month in advance and the LESSEE and the Guarantor(s) shall agree and covenant as follows:

**1.** **PAYMENTS:** LESSEE shall make payments to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an Ohio General partnership, 1816 N High St .,Columbus, Ohio 43201. Payments will be made via check, money order, or electronically via online portal. No cash will be accepted. Apartment address shall be clearly written on payment to insure proper crediting. Rent received in our office after the 2nd day of each month shall subject the LESSEE to a service charge of $25.00. In addition a $3.00 per day service charge will be assessed beyond the 5th day, up to a total monthly charge of $50.00 or 10% of the monthly rent, whichever is greater. In the event the LESSOR elects to terminate this lease for non-payment or breach of other condition(s) of this lease, the LESSOR may possess the premises in accordance of Section 1923 of the Ohio Revised Code. LESSEE further agrees that he or she will be charged $30.00 for each check or payment returned to LESSOR unpaid for ANY reason plus the charges shown above until the rent is paid in full. No rebate will be made for vacating the unit prior to the end of the rent period.

**2. PHONE NUMBERS –** Rental Office: 614-291-2002, Maintenance: 614- 297-1449, Evening (**EMERGENCY ONLY i.e. heating or plumbing issues, major water leaks; PARKING is NOT considered an emergency**): 614- 451-3045. Via email at office@pellaco.com or maintenance@pellaco.com

**3.** **UTILITIES:** The LESSEE shall pay all utilities except \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and shall sign for same with each utility company on the first day of the lease. LESSEE agrees to pay for any and all utilities, related deposits and other charges on the LESSEE(S) utility bills. LESSEE shall not allow utilities, other than cable, to be disconnected by any means (including non-payment of bill) until the end of the Lease term or renewal period. If sub-metering or bill-back percentages are necessary for a utility, the LESSEE will be responsible for said utility as if it was a direct billing and late fees will be assessed if not paid and could result in the termination of said utilities. Any premises that has utilities included is only for reasonable use and any utility usage that is excessive or misused will be the responsibility of the LESSEE. Utilities must be transferred into LESSEE(S) name within 7 days of lease start date. If LESSOR has to pay a utility bill and charge tenant account, LESSEE is subject to a $50.00 fee per bill. If separate utility meters do not exist, LESSEE shall pay prorate share of each utility per unit.

**4. COMPLIANCE:** Each LESSEE agrees the premises will be used for residential purposes only and will be occupied only by persons having written lease and rental agreement with LESSOR or assignee of the LESSEE hereinafter who must be approved by the LESSOR in writing.

**5**. **LIABILITY OF LEASE:** Each LESSEE sharing the apartment and each guarantor of this lease shall be JOINTLY and SEVERALLY liable for the entire term of this lease, it being specifically understood that the lease is entered into upon the LESSOR'S reliance upon the credit of both of the guarantor(s) and the LESSEE(S).

**6.** **OCCUPANCY/USE:** The premises will not be used for any unlawful purpose, nor for any purpose deemed hazardous by the LESSOR or by the LESSOR's insurance company because of fire or other risk. LESSOR reserves the right of eviction due to any illegal manufacture, distribution, use or other illegal activities in connection with controlled substances. A criminal conviction shall not be necessary before LESSOR can institute an eviction action. LESSEE agrees that only those persons listed on this lease shall occupy the Premises. No person shall be released from or added to this lease without first obtaining the written agreement of the other LESSEES set forth herein and written approval of changes from LESSOR.

**7.** **QUIET ENJOYMENT AND RULES**: The LESSEE will obey and conform with all laws, ordinances, rules and regulations of all governmental agencies having jurisdiction over the premises, and will not be noisy or boisterous or in any manner offensive to other LESSEES or occupants of the building. Music should be kept at a reasonable volume.

**8.** **PETS: NO PETS** shall be permitted on the premises even for a few minutes visit. Effective the day of witnessing a pet in the apartment the rent will increase by $100.00 per monthly installment and pet must be removed from premises **IMMEDIATELY**. Furthermore, violation of this section shall entitle the LESSOR, at its option, to terminate the lease in accordance with procedures defined in paragraph 1 of this lease, and sue for breach of contract.

**9.** **PAINTING AND NAILS:** No nails shall be put into the walls, nor any decals or decorations which, when removed, destroy the wall surface or plaster. No unauthorized painting will be permitted. Small picture nails and brackets for blinds are acceptable.

**10. REFUSE**: It is the responsibility of the LESSEE to ensure that all trash is placed in the proper receptacle. If the exterior of the apartment herein rented contains a dumpster, refuse or garbage container, failure of the LESSEE to place garbage and refuse in said container shall be a violation of this lease. If the LESSEE fails to remove garbage from the apartment or litters it on the ground, LESSEE shall be charged for cleaning and pickup.

**11. CONDITION OF PREMISES AND REPAIRS:** The LESSEE shall be responsible for the maintenance of stopped up toilets and garbage disposal, for all glass breakage and screen damage, provided it is the result of neglect or misuse. No repairs will be made or credit allowed for repairs without written approval of management. Residents are responsible for and agree to pay for damage done by wind or rain caused by leaving windows open. The LESSEE shall not remove any furniture and/or appliances from the premises and shall be responsible for any damage to the premises, furniture or carpeting therein whether caused by the LESSEE, other occupants or visitors to the apartment. Lessee shall not disable, disconnect, alter or remove any property, including smoke/carbon monoxide detectors, appliances, furniture, or screens. Nothing can be stored in furnace areas or furnace rooms. Smoke/carbon monoxide detectors are provided, as required by law and/or as a courtesy to Lessee. Smoke/carbon monoxide detectors are not infallible and it is the Lessee’s responsibility to check any smoke/carbon monoxide detectors on a frequent basis and report any malfunction to Lessor. Replacement of the batteries in the smoke/carbon monoxide detectors is the sole responsibility of Lessee. Light bulbs are to be replaced by Lessee and at Lessee’s expense. When moving out, Lessee shall surrender the Premises in good condition, reasonable wear excepted.

**12. PARKING:** It is agreed by and between LESSOR and LESSEE that parking is not granted as part of the leased premises but rather as a courtesy to the LESSEE. The parking lot shall, at the LESSOR's option, be operated on a basis subject to unauthorized vehicles being towed by a private towing and storage company. A LESSEE not complying with the rules of the lot as prescribed by the LESSOR may result in a denial of parking privileges. A **$100.00**  non-refundable deposit will be charged for each parking permit issued. This permit must be displayed on the back of the rear view mirror of your vehicle; otherwise your car will be automatically towed. PERMITS DO NOT GUARANTEE RESIDENTS A PARKING SPACE. \_\_\_\_\_\_\_\_\_\_\_\_ Permits will be issued with this lease. Vehicles improperly parked, parked on lawns, blocking aisles, cars, or dumpsters will be towed. Vehicles judged inoperable, unlicensed, or undrivable are subject to immediate removal at car owner’s cost. No repairs or maintenance to vehicles may be conducted on LESSOR’S property.

**13. SECURITY DEPOSIT:** The LESSEE has deposited with the LESSOR a sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to guarantee the return of the premises, furniture, and carpeting in as good or better condition as when initially occupied, reasonable wear and tear excepted. The security deposit shall NOT be applied toward LAST MONTH'S or any other month's rent. Said deposit will be returned to the LESSEE within thirty days after the expiration of the lease under the following conditions:

 A: All keys are returned to the office and the property vacated in clean condition by the last day of the lease period and,

 B: The LESSOR'S inspection reveals no damages to the premises or missing or damaged furniture, reasonable wear and tear excepted and,

 C: All LESSEES have signed a written request designating the name and address of one individual to receive the entire deposit.If the conditions of this lease are not complied with including rent not timely paid or if other conditions or requirements of this lease are breached or violated by the LESSEE, then the whole or a fractional part of the deposit may be retained by the LESSOR as partial liquidated damages without prejudice to the rights of LESSOR to recover such damages as he may be entitled to.

**14. LOCKS/KEYS:** There will be no adding or changing of any locking devices to any access of the property or any of its parts. Lessor is authorized to remove any such devices not agreed to in writing as to their installation by Lessee. Keys may not be duplicated by LESSEE. If the LESSEE loses a key, the LESSOR may charge a $10.00 replacement fee. LESSEE is not allowed to duplicate keys or change locks without LESSOR's permission. If the LESSEE is locked out after business hours, there is a $50.00 fee for the LESSOR to provide entry. All keys must be returned together upon termination of lease, or a charge of $100.00 per deadbolt will be assessed to LESSEE ($50.00 for mailbox locks).

**15. INSURANCE:** The LESSEE shall carry renter's insurance to cover any loss or damage of LESSEE(S) (or any other occupants) personal property caused by fire, leakage or flow of water, explosion, sewer backup, rain or any other insurable hazards regardless of the cause thereof, and LESSEE does hereby release LESSOR from any and all liability for such damage or loss. If the premises are rendered unusable by fire, flood, or other casualty, the LESSOR at his option may repair the premises or terminate the lease.

**16. SUBLET**: The LESSEE shall not assign this lease or sublet the premises without written consent of the LESSOR. For purposes of sublet only, the LESSOR shall not unduly withhold its consent for subleasing. A minimum of $200.00 damage deposit will be required by the SUBLESSEES in addition to the one month's rent damage deposit of the original LESSEES.

**17. COMMON AREAS/AMENITIES - RIGHTS AND RESPONSIBILITIES:** Any common areas/amenities or convenience provided to LESSEES on a common basis such as for recreation, laundry, parking, storage, etc. may be changed by LESSOR at any time, it being understood that they constitute no part of the consideration for the lease. If LESSEE and guests elect to use these conveniences described above, they do so at their own risk, and further agree that LESSOR shall not be liable in any way for damage or injury sustained in their use whether determined to be proper or improper. LESSEE agrees that the replacement cost of damage, clean up to, and theft from the common areas of the building occupied by the LESSEE including but not limited to laundries, hallways, stairways, lobbies, elevators, lights, signage, windows, doors and fire extinguishers will be the responsibility of the LESSEE if caused by LESSEE, LESSEE’s guests, permittees, or occupants due to carelessness, misuse, or neglect.

**18. ENTRY AND NOTIFICATION:** The LESSOR or his agent or employee may inspect in the event of an emergency. However, if there is no emergency situation, a 24 hour notice to the LESSEE shall be given for an intention to enter by LESSOR, his agent or employee. LESSOR will send all notifications via email whenever possible.

**19. ALTERATIONS:** The LESSEE shall not install equipment, waterbeds, or make alterations, additions, or improvements to the physical structure of the premises without written consent of the LESSOR.

**20. DEFAULT:** LESSOR agrees that if LESSEES perform all of the covenants herein, they shall be entitled to possession of the herein premises during the term of this lease. Failure of LESSOR to exercise his rights in respect of any default shall not be construed as a waiver respecting any subsequent default.

**21. EXECUTION OF LEASE:** The execution of this lease by LESSEE, LESSOR, and GUARANTOR(S) shall constitute the transaction of business in Ohio within the meaning of Ohio Civic Rule 4.3 (A) (1) and Section 2307.382 of the Ohio Revised Code. The laws of the State of Ohio shall govern the construction and interpretation of this lease.

**22. ELECTRONIC SIGNATURES/GUARANTEE OF LEASE:** Lease will be sent to and signed by LESSEE(S) and guarantors electronically within 72 hours after the date hereof. If he or she fails to do so, the LESSOR may terminate this lease at any time by giving notice thereof to the LESSEE and use the deposit to recover the cost associated with re-renting the unit. All residents must prepay last month's rent if parents’ reside outside of the country and cannot guarantee.

**23. HOLDOVER:** Residents remaining in the unit beyond the last day of their lease, without renewal or permission will be charged the prorata rent per day plus an additional service charge of $100.00 per day. In addition, LESSOR may proceed with an eviction action and sue for damages arising out of the late move out.

**OTHER TERMS**: This lease contains the final and entire agreement between the parties hereto (including guarantors) and no party (including guarantors) shall be bound by any term, condition, or representation, oral or written, not set forth herein. IN TESTIMONY WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY AND YEAR HEREIN BEFORE WRITTEN.

The undersigned have read and understand the terms herein and intend to become legally bound upon execution and have received a copy of this agreement.

**Lessee:** (Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Guarantor:** (Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Guarantor’s Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Guarantor’s Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Lessee:** (Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Guarantor:** (Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Guarantor’s Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Guarantor’s Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We, the above signed, who are parents (or guardian) of the LESSEE(S) who have signed above, hereby guarantee payment of the rent due by reason of this lease and fulfillment of all other terms and conditions of said lease. We realize that our liability is joint and is NOT limited to a fractional amount of the rent owing.

**PELLA COMPANY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agent for: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_