

## Fixed-Term Residential Lease

THIS RESIDENTIAL LEASE AGREEMENT (the "Lease" or "Agreement"), is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, between Williams Leasing, LLC (the "Landlord") and \_\_\_\_\_, jointly and severally (collectively, the "Tenant"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

### 1. PREMISES

Landlord, in consideration of the rental, agreements, covenants and promises made by and required of Tenant, each and every provision constituting a material inducement for Landlord to enter into this Agreement, leases to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at \_\_\_\_\_ Gail Avenue NE, Massillon, Ohio 44646, (the "Premises"), together with the following appliances: dishwasher, range, refrigerator in its present "AS IS, WHERE IS" condition with all faults, if any. Tenant acknowledges that he/she has had an opportunity to inspect the Premises and that the Premises are in an acceptable, clean, safe and good condition satisfactory to Tenant. **LANDLORD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PREMISES.**

### 2. TERM

The term of tenancy will begin on \_\_\_\_\_, and end on \_\_\_\_\_ (the "Term"). If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term. Tenant agrees to give Landlord a firm commitment of thirty (30) days written notice of intent to move out upon lease termination.

### 3. RENEWAL

Upon expiration of the Term, this Lease shall continue as a month-to-month tenancy terminable by thirty (30) days written notice by Landlord or Tenant to the other party.

### 4. RENT

Tenant will pay to Landlord rent of \$\_\_\_\_\_ per month. Rent shall be payable on the first (1<sup>st</sup>) day of every month, in advance and without demand. If rent is not paid by the fifth (5<sup>th</sup>) of the month, Tenant agrees to pay a late fee of \$25.00, plus \$10.00 for each additional day that the rent remains unpaid. The total charge for any one month will not exceed \$75.00. Tenant agrees to pay a \$30.00 charge for each returned check. All funds received shall be applied to dishonored check charges, late charges, damage charges, delinquent rent and current rent, in that order. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Rent payments are to be remitted to Williams Leasing, LLC at 80 West Waterloo Road Akron, Ohio 44319 or at such other place as Landlord designates.

Pro-rated First Month's Rent: For the period from Tenant's move-in date, \_\_\_\_\_, through the end of the month, Tenant will pay to Landlord the pro-rated monthly rent of \$ \_\_\_\_\_. This amount will be paid on or before the date Tenant moves in.

## **5. OCCUPANCY**

Tenant shall only occupy the Premises for residential purposes. Tenant shall not permit the use of the Premises for any unlawful purpose, or for any other purpose deemed hazardous by Landlord, in Landlord's sole discretion, because of the potential risk of fire or other conditions that may disturb the peaceful and quiet enjoyment of any other occupant of the community in which the Premises are located. Landlord reserves the right to evict Tenant for the illegal manufacture, distribution, use and/or other illegal activities with controlled substances on or about the Premises without criminal conviction resulting from such actions. The Premises are to be used only as a private residence for Tenant(s) and the following minor children:\_\_\_\_\_.

Occupancy by guests for more than 15 days within a 6 month period is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

## **6. SECURITY DEPOSIT**

On signing this agreement, Tenant will pay to Landlord the sum of \$\_\_\_\_\_ as a security deposit to secure Tenant's obligations under this Agreement. Upon vacating the Premises, Tenant shall surrender the Premises broom-clean and in the same condition as when received, excluding reasonable wear and tear and return all keys to Landlord. It is Tenant's responsibility to provide Landlord with a forwarding address. All unused security deposit funds, if any, shall be returned to Tenant within reasonable time after the termination of this Agreement.

## **7. UTILITIES**

Tenant shall put the gas, electric, water, phone and cable television utilities in the name of Tenant and pay the same in a timely manner. All sewer and trash removal charges shall be in the name of Landlord, and Landlord shall be responsible for the payment of such charges.

## **8. ASSIGNMENT AND SUBLETTING**

Tenant will not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord, in Landlord's sole and absolute discretion.

## **9. INSURANCE**

Tenant bears all responsibility for insuring its personal property, and Landlord shall not be responsible for any damage or injury to any person or property of Tenant, or its invitees, guests, occupants, or licensees, and Tenant shall indemnify, defend and hold harmless Landlord from any such claims, demands, actions or causes of action therefore.

## **10. CONDITION OF THE PREMISES, ALTERATIONS, REPAIRS AND HOLDOVER**

Tenant shall not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Premises without prior written consent of Landlord, in Landlord's sole discretion. No holes or stickers are allowed inside or outside the Premises, however, a reasonable number of small holes for picture hanging are permitted. No water furniture, antennas, additional phone or cable TV outlets, alarm systems or lock changes or additions shall be permitted without the prior written consent of Landlord, in Landlord's sole discretion. Tenant shall not disable, disconnect, alter or remove the Premises, or any of Landlord's property within or about the Premises, including smoke detectors, appliances, furniture, screens. Tenant will not, without Landlord's prior written consent, at Landlord's sole discretion, alter, re-key, or install any locks to the Premises or install or alter any burglar alarm

system. Whenever damage is caused by Tenant, Tenant's guests, or occupants due to carelessness, misuse, neglect, or failure to notify Landlord of any need for repairs, Tenant agrees to pay (i) the cost of all repairs and do so within thirty (30) days after receipt of Landlord's demand for the repair charges; and (ii) rent for the period the unit is damaged whether or not the Premises is habitable. When Tenant moves in Landlord shall furnish light bulbs for fixtures furnished by Landlord; thereafter, light bulbs of the same type and wattage shall be replaced at Tenant's expense. If Tenant remains in possession of the Premises after any termination of this Agreement, no tenancy or interest in the Premises shall result, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to One Hundred Fifty Percent (150%) of the Rent payable during the calendar month immediately preceding the expiration or earlier termination of this Agreement for any period during which Tenant shall hold the Premises after the stipulated term of this Agreement shall expire or may have terminated.

## **11. TENANT DUTIES**

Tenant shall: *(a)* Keep maintained the entire Premises in a good, safe, and sanitary condition; *(b)* Dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner approved by Landlord and approved by local, state and/or federal laws or regulations; *(c)* Keep all fixtures and appliances in or about the Premises in good, clean, working order; *(d)* Use and operate all fixtures and appliances properly; *(e)* Comply with the requirements of all applicable federal, state and local housing, health and safety codes; *(f)* Refrain from, and forbid any other person who is on the Premises from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or other part of the Premises; *(g)* Promptly notify Landlord of any damage or the need for any repairs to Premises, fixtures and/or appliances in writing, except as otherwise provided herein; *(h)* Conduct themselves and require other persons on Premises with Tenant's consent to conduct themselves in a manner that will not disturb neighbors; *(i)* Not unreasonably withhold consent for Landlord or its agents to enter the Premises upon reasonable notice or sooner in the event of an emergency; *(j)* Conduct themselves, and require persons in or on the Premises to conduct themselves so as not to violate any state or municipal laws or ordinances; *(k)* Regularly test all smoke detectors, supply electrical current thereto and notify Landlord of any mechanical failure, need for repair or replacement; *(l)* Not allow children to loiter or play on the stairways, in the halls, vestibule, or driveway; *(m)* Not allow excessive noise or music, disorderly conduct, or conduct annoying or disturbing to any neighbors of the Premises; *(n)* Only two vehicles are permitted on the premises, one in parking area and one in the garage *(o)* Not allow motorcycles, boats, or RV vehicles to be stored at the Premises; *(p)* Not allow grills of any kind on balconies; and *(q)* Not allow smoking of any kind in apartment or building.

## **12. VIOLATING LAWS AND CAUSING DISTURBANCES**

Tenant is entitled to quiet enjoyment of the Premises. Tenant and guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

### **13. PETS**

Tenant acknowledges that no pets of any kind shall be permitted without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

### **14. ENTRY AND RIGHT TO ACCESS**

Landlord and Landlord's agents may enter the Premises during reasonable times. If no one is in the Premises, and request had been made for repair and/or entry by Tenant, Landlord or Landlord's agents may enter at reasonable times by duplicate or master key. Except in cases of emergency, Tenant's abandonment of Premises, court order, or where it is impractical to do so, Landlord shall give Tenant twenty-four (24) hours advance notice. Landlord reserves the right to enter the Premises without notice in event of emergency. Landlord reserves the right to enter by other means if locks have been changed in violation of the Agreement. Landlord or Landlord's agents may enter the Premises to make repairs, improvements, or to show the Premises to prospective tenants or buyers. Landlord or Landlord's agents may enter to conduct inspections or to check for safety or maintenance problems.

### **15. EXTENDED ABSENCES BY TENANT**

Tenant will notify Landlord in advance if Tenant will be away from the Premises for fourteen (14) or more consecutive days. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for needed repairs.

### **16. NON-LIABILITY**

Tenant acknowledges that Landlord shall not be liable to Tenant, its invitees, guests, occupants or licensees for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. Landlord shall not be liable to Tenant, its invitees, guests, occupants or licensees for personal injury or damages of loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions and interruptions of utilities unless caused by Landlord's gross negligence. Landlord has no duty to remove ice, sleet or snow, but Landlord may do so in whole or in part, with or without notice. If Landlord's employees are requested to render services not contemplated in this Agreement, Tenant shall indemnify, defend and hold harmless Landlord from any and all liability, claims, demands, actions or causes of action for same.

### **17. COMPLIANCE**

Landlord shall, at all times, have the right to require compliance with all covenants, terms and conditions of this Agreement, notwithstanding any conduct or custom on Landlord's part in refraining from so doing at any time. Waiver at any time of any breach or condition of this Agreement shall not constitute or become a waiver of any subsequent breach or modify this Agreement.

### **18. DEFAULT BY TENANT – TERMINATION OF TENANCY**

In the event, Tenant is in default of, violates and/or fails to comply with any of the terms or conditions of this Agreement, or any community policies herein or hereafter adopted by Landlord, said defaults shall constitute grounds for termination of the Agreement and/or eviction

by Landlord. It is expressly understood and agreed that Tenant shall be and remain liable for any deficiency in Rent until the Agreement expires or until such time as in the interim, the Premises are leased by another acceptable tenant. Tenant shall also immediately pay any expenses immediately related to or arising from a default (including costs for re-leasing the Premises, cleaning, redecorating, broker's fees, costs, and/or any other damages and costs incurred by Landlord). Landlord's serving a 3-day or 30-day notice to vacate the Premises or reentry by Landlord shall not operate as an election of remedies and shall not bar Landlord from pursuing future rents and/or damages against Tenant until the Premises are re-rented.

**19. DISCLOSURES**

Tenant acknowledges that Landlord has made the following disclosures regarding the Premises:

\_\_\_\_\_ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards – Not applicable due to building being constructed after 1978

\_\_\_\_\_ Other Disclosures: .

**20. SEVERABILITY**

If any applicable law or a court of competent jurisdiction renders this Agreement, in whole or in part, invalid, unenforceable or against public policy, the remaining portions of the Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

**21. BINDING EFFECT**

This Agreement is binding on the parties hereto, and their respective heirs, successors, administrators and assigns.

**22. ENTIRE AGREEMENT**

This Agreement and any attached exhibits shall constitute the entire agreement between Landlord and Tenant. No representations, oral or written, not contained herein shall bind either party. No act or omission of Landlord shall be deemed a waiver of any subsequent violation, default or time or place of performance.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed and delivered this Agreement in duplicate as of the date and year first set forth above.

Williams Leasing, LLC

By:

\_\_\_\_\_  
Date Landlord

\_\_\_\_\_  
Date Tenant

\_\_\_\_\_  
Date Tenant