

Tenants  
Initials  
5/1/16

# RENTAL AGREEMENT

Address:	4257 PELHAM WAY, BRUNSWICK 44212
Tenant Name:	JAMIE SEWES + ANGELA DILIBIETO
Initial Term:	MAY 31, 2016 - MAY 31, 2018
Rent is \$1030 PER MONTH, PAYABLE ON THE FIRST DAY OF EACH MONTH.	

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1. Pay rent to: RYAN STASSINIS who is the owner, hereinafter referred to as Landlord. 4081 TURNBERRY DRIVE, MEDINA OHIO 44256

2. Term: The term of this Lease shall begin 6/31/2016, (the "Commencement date"). The initial term of this Lease shall end on 6/31/2018. The Lease will automatically renew for successive one year terms unless (a) Tenant is in default of any provision under the Lease or (b) either party provides at least 30 days written notice prior to the end of the then current one year lease term that the Lease is not being renewed. Any renewal shall be upon such terms and conditions (including, but not limited to, monthly rental amount) that Landlord determines in its sole discretion. A releasing fee of \$2000.00 will apply along with monthly rent due until a suitable tenant can be found if tenant wishes to terminate lease agreement early.

3. Late charges: If rent is not received by the first day of each month, the tenant shall pay a late charge of 10% of monthly rent plus \$5.00 per day for each day the rent is late. Rent received more than 4 days after due date will be returned to tenant via hand delivery or certified mail. A letter stating rent is late with description of late charges will be included in letter. Tenant must return rent check with additional late charges due within 24 hours of receipt of letter. If you pay by check and your check is returned unpaid for any reason, you will be charged \$35.00 in addition to the late charge. Your rent payment is critical! No excuses will be accepted, including ill health, accident, loss of job, financial problems, family emergencies, etc. Failure to pay rent on time may result in termination of this rental agreement and eviction. Landlord may report unpaid rent, late fees, damages, and other charges to a Credit Bureau for recordation in Tenant's credit file. A releasing fee of \$2000.00 shall apply along with monthly rent due until a suitable tenant can be found if tenant is evicted from the property.

4. Security deposit: In addition to the first month's rent, the Tenant agrees to deposit with the Landlord the sum of \$1030 as a Security Deposit. Said deposit will not be applied for any month's rent during Tenant's occupancy but shall be held by the Landlord as a guarantee for the performance of the terms of this agreement until date of vacating. Tenants holding over past the first of the month will be responsible for the full month's rent. The Landlord shall keep that portion of the security deposit for damage on the premises caused by the Tenant or Tenant's invitees. Any unpaid rent or late fees shall also be deducted from the security deposit. Tenant shall be responsible for payment of money owed not covered by the security deposit.

At the time of vacating the premises the Tenant agrees to surrender the premises in as good condition as it is now. Tenant will be considered as having vacated the premises when all keys are returned to the Landlord. Landlord will mail a security deposit settlement statement and all monies due to the Tenant within a 40-day period. Return or forfeiture of the security deposit is subject to the following terms:

- a. A written notice must be given to the Landlord a full calendar month prior to vacating the premises. The notice must include a forwarding address.
- b. Entire premises, including windows, doors, kitchen and bathroom fixtures, closets, cabinets, floors, walls, woodwork, and appliances must be clean, carpeted areas must be cleaned.
- c. Tenants must not leave stickers, tape, nails, screws, fasteners of any kind, scratches, holes, or indentations in the walls, woodwork, or flooring.
- d. Carpets must be clean, stain free, and odor free.
- e. All debris, rubbish and discards must be removed from the premises. Tenant will be charged for the removal of any items left behind.

5. Renewal or termination of Rental Agreement: This rental agreement shall continue to automatically renew for an additional one year lease term providing Tenant or Landlord have not terminated in writing this rental agreement at least 30 days prior to the expiration of the prior lease term. For each year renewed, the rent amount shall increase by \$25.00 per month. In the event Tenant elects not to renew for an additional year, Tenant may extend this rental agreement on a month-to-month basis with an increase in the rent amount of \$50.00 per month. A full calendar month's written notice prior to vacating must be given to the Landlord.

The Landlord shall be permitted, at reasonable times, to make alterations, repairs and improvements to the premises to make it more sellable or rentable. The Tenant shall cooperate in allowing showings to new prospective buyers or tenants and shall not remove or obstruct the view of any "For Sale" or "For Rent" or "Rent To Own" signs that the Landlord may place on the premises. The month prior to the stated lease end date, two days will be used (one during the week and one during the week-end) to show the property, approved animals must be contained and the house tidy and free of debris for scheduled showings.

6. **Utilities:** Tenant shall make arrangements at their expense for all utilities including gas, electric, sewer, water, and trash service and shall pay for all utilities in addition to the rent, until the termination of this Rental Agreement. Tenant shall be responsible for any damage caused by failing to keep the premises adequately heated. Tenant is responsible for replacing the furnace filter twice a year to save on heating costs by allowing the furnace to operate cleaner and more efficiently.
7. **Additional occupants:** The house will be used only as living quarters by the two tenants, \_\_\_\_\_, who have signed this Rental Agreement. Fifty (\$50.00) Dollars additional rent will be due each month for any other person, except immediate family, occupying the premises for a period longer than fourteen (14) days. Written permission must be obtained from Landlord in advance for any additional occupant.
8. **Renter's Insurance:** Tenant is advised to obtain "renter's insurance" for tenant and occupant's personal belongings, as they are not covered by the Landlord's insurance. The Landlord shall not be liable for any loss or damage of the Tenant or occupants caused by fire, theft, burglary, electrical failure, heating failure, water, snow, ice, windstorm, backed up drains, overflowing hot water tank, toilet, sink, shower, bath tub, etc. The Landlord shall not be liable for damage caused by failure to keep premises in repair. The Tenant agrees to report any hazardous conditions to the Landlord in writing as soon as they are discovered to enable them to be remedied.
9. **Inspection/inventory record:** Tenant agrees to inspect the smoke detector(s), door locks and latches to determine if they are adequate and in good working order. Tenant shall inspect the premises for any defects and provide prompt written notice to Landlord if any item needs repair or replacement. The Tenant accepts the house as being in good/safe condition unless a written exception is delivered to the Landlord within seven (7) days after the Tenant receives the house keys. The absence of such notice shall indicate there were no defects in the house, appliances, or unsafe conditions existing as of the start of the tenancy. An inspection and inventory record has been provided for the purpose of documenting any defects. Tenants are encouraged to report any defect, no matter how slight. This will establish the initial condition according to the Tenant as well as the condition in which a prior tenant left the premises. The Landlord will not repair any cosmetic or non-functional items such as chipped sinks, etc., nor do any painting. However, by adding these items to the inspection report, the Tenant will have provided documentation as to the condition of the property upon move-in. The Landlord agrees as a part of the rental agreement to have all reported functional defects repaired. This includes light switches, wall plugs, faucets, drains, sewage systems, plumbing, fixtures, doors, etc.
10. **Maintenance:** Once the inspection report has been received, repairs as needed will be scheduled as soon as possible. "Plugged up" sinks, bathtubs, showers, duct cleaning, and/or toilets, are the responsibility of the Tenant. If the premises has a dishwasher, clothes washer, dryer, garbage disposal, stove, refrigerator, or window air conditioner, the Tenant is responsible to keep them in working condition. **Tenant is responsible for maintaining the lawn and shrubbery (including and not limited to weeding and hedging), and snow removal.** In the event Tenant does not maintain the lawn and shrubbery, Landlord may do so and charge Tenant. The Tenant promises no tacks or nails or screws will be placed into the woodwork or walls nor any painting done unless the premises can be returned to the original condition as of the date of this tenancy. Tenant will pay for damage caused by wind, rain, or water resulting from: leaving windows or doors open, overflow of appliances, sinks, bathtubs, showers, toilets, waterbeds, or from neglect.
11. **Basement storage:** If the subject property contains a basement, Landlord does not warrant basement to be dry. Should Tenant choose to store items in the basement, Tenant is advised to keep items off the floor and store items on shelves, tables, or blocks to help prevent damage from water leakage. Landlord shall not be liable for damage to Tenant's belongings caused by a wet basement, broken water lines, plugged/backed-up drains, etc.
12. **Pets:** **Pets allowed with the permission of the landlord. A security deposit will be applied.** Failure to abide by this clause shall be considered just cause for termination of this Rental Agreement and loss of the Security Deposit.
13. **Locks:** Tenant is prohibited from adding locks to, changing, or in any way altering the locks installed on the doors. All keys must be returned to Landlord upon termination of occupancy. Furthermore, **the Tenant shall be responsible for any lockouts including, and not limited to garage doors and any exterior shed/building that is used by the Tenant. Landlord will not admit Tenant after 9:00 p.m., the tenant will be responsible for hiring the services of a locksmith if the landlord is unavailable, or, for any lockout assistance after 9:00 p.m. A charge of \$45.00 plus materials will be paid to Landlord by Tenant if Landlord must travel to premises to admit Tenant.**
14. **Disturbance:** The premises are to be used as a private residence only. Criminal activity or disturbance to neighbors shall be cause for eviction. Failure to abide by this clause shall be considered just cause for termination of this Rental Agreement and loss of the Security Deposit.
15. **No Junk Vehicles, trampolines, hot tubs, swimming pools, debris or satellite dish:** No unlicensed, inoperable, or junk vehicles will be allowed on the premises. The premises shall be kept neat, clean, and free of debris. Satellite dish service is strictly prohibited. No satellite dish shall be placed on the roof or on the respective property. Satellite dishes are strictly prohibited and will result in a fine and immediate removal. Parking of cars allowed only in designated areas including garage, driveway and street (if applicable). No parking allowed on lawn.
16. **Lead-Based Paint Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. The Landlord discloses he has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

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17. This rental agreement contains the entire understanding of the parties and supersedes any prior written or oral understandings, representations or agreements. In the event any portion of this rental agreement shall be found not supportable under Ohio Statutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts of Ohio

WE HAVE READ ITEMS 1 THRU 17 AND HEREBY AGREE TO ALL THE AFORESAID RULES AND REGULATIONS.

MONIES DUE BY: ~~August 1, 2014~~ <sup>MAY 26<sup>th</sup>, 2016</sup> \$1030 <sup>MAY 5<sup>th</sup>, 2016</sup> first months rent. (\$1030 security deposit and \$ ~~pet security~~ deposit have been received on

Total amount due by \_\_\_\_\_, 2014 is \_\_\_\_\_ (first months rent)

*#1030 Sec. Deposit due May 5<sup>th</sup> to initially "hold" the property. Fail to perform on lease is forfeiture of deposit.*

TENANT SIGNATURE: X \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT SIGNATURE X \_\_\_\_\_ DATE \_\_\_\_\_

LANDLORD/OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Please fill out, sign, and return within 7 days of move-in date.

Property Address: 4257 PELHAM WAY, BRUNSWICK OHIO 44212  
 Tenants Name: JAMIE SELVES T ANGELA DILIBERTO

Please indicate any damaged items. Use the reverse side to describe in more detail or to list needed repairs.

ROOM/ AREA	PAINT	WALLS/ CEILING	CARPETS/ FLOORING	DOORS	WINDOWS/ SCREENS	DRAPES/ BLINDS	LIGHTS	ELECT. SWITCHES OUTLETS	CABINETS	FIXTURES/ PLUMBING / LEAKS
Liv Rm										
Din Rm										
Kitchen										
#1 bdrm										
#2 bdrm										
#3 bdrm										
#4 bdrm										
#1 bath										
utility										

Please note any exterior damage to house or garage:

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TENANT SIGNATURE: X DATE: \_\_\_\_\_

TENANT SIGNATURE: X DATE: \_\_\_\_\_