

LEASE AND RENTAL AGREEMENT

This lease made and entered into this _____ day of _____, 200 , 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. LESSEE shall make payments to _____ an Ohio General partnership.
52 East 15th Ave., Columbus, Ohio 43201
2. Apartment address shall be clearly written on payment to insure proper crediting.
Phone numbers: Rental 291-2002, Maintenance 297-1449, Evening (EMERGENCY ONLY) 451-3045
3. 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.
4. LESSEE further agrees that he or she will be charged \$25.00 for each check returned to LESSOR unpaid for ANY reason plus the charges shown in paragraph 3 until the rent is paid in full.
5. The LESSEE shall pay all utilities except _____, and shall sign for same with each utility company on the first day of the lease. If separate utility meters do not exist, LESSEE shall pay prorated share of each utility per unit.
6. 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.
7. 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).
8. 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.
9. 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.
10. 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. Furthermore, violation of this section shall entitle the LESSOR, at its option, to terminate the lease in accordance with procedures defined in paragraph 3 of this lease, and sue for breach of contract.
11. 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.
12. 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, appropriate deduction from the security deposit of the LESSEE shall be made for cleaning and pickup.
13. 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.
14. It is agreed by and between LESSOR and LESSEE that parking is not granted as part of the leases 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 \$ _____ 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.
15. 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.

16. If the LESSEE loses a key, the LESSOR may charge a \$5.00 replacement fee. LESSEE is not allowed to duplicate keys or change locks without LESSOR's permission.

17. 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.

18. No rebate will be made for vacating the unit prior to the end of the rent period.

19. The LESSEE shall not assign this lease or sublet the premises without written consent of the LESSOR. For purposes of Summer sublet only, the LESSOR shall not unduly withhold its consent for Summer subleasing. A minimum of \$100.00 damage deposit will be required by the SUBLESSEES in addition to the one month's rent damage deposit of the original LESSEES.

20. The LESSEE shall not remove any furniture 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.

21. The LESSOR or his agent or employee may inspect in the event of an emergency. However, if there is no emergency situation, a notice to the LESSEE shall be given for an intention to enter by LESSOR, his agent or employee.

22. 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.

23. 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.

24. 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.

25. The LESSEE agrees to have his parents execute the Guarantee of this lease within two weeks 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 out-of-state residents must prepay last month's rent in addition to parents' guarantee.

26. Thirty (30) days written notice to vacate must be received in our office by the last day of the month preceding the expiration of the month-to-month tenancy.

27. 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 _____ GUARANTOR _____

Guarantor's Address _____ Phone (____) _____

LESSEE _____ GUARANTOR _____

Guarantor's Address _____ Phone (____) _____

LESSEE _____ GUARANTOR _____

Guarantor's Address _____ Phone (____) _____

LESSEE _____ GUARANTOR _____

Guarantor's Address _____ Phone (____) _____

LESSEE _____ GUARANTOR _____

Guarantor's Address _____ Phone (____) _____

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 CO.

By _____ Agent for _____