



# LEASE AGREEMENT

2425 N HIGH ST COLUMBUS OHIO 43202 • (614)263-2665 • blockoprops.com

**THIS LEASE AGREEMENT**, made \_\_\_\_\_ in Columbus, Franklin County, Ohio, by and between **BLOCK O PROPERTIES** LANDLORD of the unit described below, herein called "LANDLORD" and THE UNDERSIGNED (section 30) herein called "TENANT",

**WITNESSETH THAT:**

The LANDLORD, in consideration of the rents to be paid and the agreements to be performed by the TENANT, has leased to the TENANT a residence located at \_\_\_\_\_, Columbus, Ohio, known as apartment \_\_\_\_\_.

**THE LANDLORD AND TENANT AGREE TO THE FOLLOWING COVENANTS AND CONDITIONS**

**LEASE TERM:**

TENANT agrees to occupy said Premises commencing on \_\_\_\_\_ 11:59 am, and fully ending at 11:59 am. on \_\_\_\_\_. TENANT agrees to take possession of the Premises at the commencement date, and return possession to LANDLORD at the end of the Term. Regardless of when TENANT takes or relinquishes possession of the Premises, a full month's rent shall be due the relevant month.

**RENT:**

During the lease term, TENANT shall pay to LANDLORD rent equal to \$ \_\_\_\_\_, which shall be paid in 12 monthly installments of \$ \_\_\_\_\_. Please note that rent is paid on 350 days, not 365 days (For Renewal Leases, rent is paid on 360 days). TENANT shall mail or submit payment to: **BLOCK O PROPERTIES, 2425 N. High St. Columbus, Ohio 43202**. All rent payments must be paid by check or money order.

**3. COMPLIANCE:**

LANDLORD agrees to reasonably maintain the Premises to conform with all housing rules and regulations as they apply to the leased premises. bly maintain the Premises to conform with a

**4. LATE PAYMENTS:**

**4.1** The monthly rent is due in advance on or before the first day of each month during the lease term, regardless of holidays and weekends. All rent received after the second day of the month shall be subject to a \$40.00 late charge plus \$ 3.00 per day until paid in full. If rent is late, the payment received will first be applied to late fees and the remainder will be applied toward the monthly rent.

**4.2 RETURNED PAYMENTS:** If a check or electronic payment is returned for any reason unpaid by the bank, the TENANT shall pay to the LANDLORD a fee of \$40.00 plus the original late fee schedule will apply up to the date that the payment is made payable by way of money order or cashier's check.

LANDLORD is not required in any way to notify TENANT(s) of acquired late and or other charges. Failure of the LANDLORD to insist on strict performance of any term, condition or covenant of this Lease shall not be deemed a waiver of any rights or remedies that the LANDLORD may have, and shall not be deemed a waiver of any subsequent breach or default whether intention or negligent. After two (2) returned checks on an account, personal checks will not be accepted, only certified funds. No cash will be accepted. In the event of any legal proceedings due to the lack of rental payments, or any other lease violation, TENANT(s) will be charged a \$90 administrative fee as well as any applicable court filing fees and attorney fees.

**5. ACCEPTANCE OF LEASE:**

TENANT accepts the Premises AS IS, with the exception of any painting, repairs and cleaning necessary before TENANT receives keys, and except as otherwise indicated on the inventory and condition form described below. LANDLORD makes no implied warranties. TENANT understands and agrees that the LANDLORD is not responsible for completing turnover work earlier than the move-in date (i.e. carpet cleaning, maintenance repair, etc.). TENANT shall provide an inventory and condition form to LANDLORD within five (5) days after move-in. TENANT shall note all defects or damages on the form and return it to LANDLORD; otherwise the Premises shall be presumed to be in clean, safe, and good working condition.

**6. LENGTH OF LEASE & RENEWAL OPTIONS:**

**6.1 This Lease will not automatically renew.** If a lease renewal is offered, within ten (10) months before the expiration of this Lease, the LANDLORD will make inquiry as to the TENANT's intentions to Lease the residence for an additional lease term. TENANT(s) will need to notify LANDLORD with intentions of extending Lease, and sign a Renewal Lease, no later than **October 1, 2018**. If TENANT does not respond by date specified, TENANT understands that the LANDLORD or their agent shall have the right to show/rent the residence to prospective new TENANT(s) for the upcoming year, after giving reasonable notice to TENANT.

**6.2 Any TENANT(s) remaining in the rental unit beyond 12:00 noon on the expiration date of the lease without written permission or a renewal lease agreement, will be charged an additional service fee of \$150.00 per day. In addition, LANDLORD may proceed with an eviction of remaining TENANT(s) and sue for damages arising out of the late move out.**

**6.3 Any TENANT(s) that are transferring to another unit of LANDLORD at the end of this lease, will be required to return their current keys to the LANDLORD and be fully moved out of their current unit within 48 hours of being notified that their new unit is ready for move in.**

**7. EMAIL NOTIFICATION:**

LANDLORD will send TENANT notifications via email whenever possible. Notifications include, but are not limited to, general TENANT notification, lease account statements, notice to enter, and notice of violation. LANDLORD will use email given by the TENANT on this Lease. TENANT and LANDLORD agree to provide current email addresses within two (2) days of any change thereto.

**Tenant's Initials** \_\_\_\_\_

## **8. JOINT RESPONSIBILITY & CO SIGNERS:**

**8.1** All TENANT(s) agree to be jointly and severally liable and responsible for the performance of all terms and conditions of this Lease, and all TENANT(s) and Guarantors further acknowledge and agree that no partial compliance with any covenant, promise, obligation, provision, term or condition of this Lease shall relieve any other TENANT or Guarantor hereto from any further, joint, several or contingent liability. For the purposes of all future paperwork (including all Move-In paperwork), LANDLORD may accept the signature of one TENANT on this Lease as agent for all applicants and TENANT(s). Failure of all TENANT(s) or all Guarantors to execute this Lease and all other required paperwork within ten (10) days of the initial TENANT/agent signing shall permit LANDLORD to declare this Lease terminated and the full amount of the Security Deposit forfeited as liquidated damages for the LANDLORD's lost Rent, without any recourse by TENANT or any Guarantor. If a Guarantor or Cosigner of this Lease is required, it is agreed that all duties, responsibilities and moneys to be paid or due to be paid are the obligation of the Co-signers as well as the TENANT(s) and that TENANT's, Co-signers and/or Guarantors are jointly and severally liable on the obligations of this Lease.

**8.2** Co-signers are automatically required for any applicants under 25 years of age, or for anyone from out of state. If TENANT has no co-signers, the last month's full rent is required up front at the signing of the Lease. **IF GUARANTOR OR CO-SIGNER OF THIS LEASE IS REQUIRED, ALL SIGNATURES MUST BE NOTARIZED.**

## **9. TENANT CHANGES, ADDITIONS, SUBLEASING:**

**9.1 TENANT Changes On Current Leases** - Any new TENANT understands that the property is accepted As-Is.

**9.2 TENANT Changes On Renewal Leases** - Any new TENANT understands that the property is accepted As-Is. New TENANT(s) on a renewal lease must pay their portion of the Security Deposit (based on the number of TENANT(s) on the lease) when their application is turned in. If TENANT is being added to a lease which is being renewed they along with the renewing TENANT(s) are responsible for turning in a list of damages within 5 (FIVE) days of the new lease commencement date. If no damages are turned in the portion of the Security Deposit will be refunded to the vacating TENANT(s) without deductions. LANDLORD is not responsible for settling disputes among TENANT(s). LANDLORD will not perform any painting or cleaning in the premises at the end of the current lease term, or when a new TENANT occupies the unit.

**9.3** TENANT(s) shall not assign or sublet any part of the leased premises without prior written consent of LANDLORD, and no person shall occupy the premises except TENANT(s). Subletting does not release Original TENANT from lease terms.

## **10. PERSONAL PROPERTY:**

LANDLORD shall not be responsible for damage to TENANT's personal property by theft, fire, water, sewer backup, mechanical failure, weather, or other casualty loss, except when caused by the negligent acts or omissions of the LANDLORD. It is TENANT's responsibility to obtain renter's insurance to insure personal property from loss. It is recommended that TENANT carries Renters Insurance which can be obtained through parents/co-signers homeowners policy when applicable at minimal cost. Due to risk of fire, hot water tanks and furnace closets must be kept clear of any type of materials at all times. LANDLORD is not liable to TENANT(s) for permitting or refusing entry to anyone onto the Premises.

## **11. PARKING:**

**11.1 Automobile parking is not included with the Lease and is not guaranteed.** A separate parking contract must be entered into between LANDLORD and TENANT before automobile parking is allowed on the property. Parking is provided as a courtesy at the LANDLORD's option if available.

**11.2** Vehicles improperly parked, parked on lawns, blocking aisles, cars, or dumpsters will be towed. Vehicles judged inoperable (including vehicles with flat tires, non-current license plates, or abandoned) are subject to immediate removal at car owner's expense. No repairs or maintenance to vehicles may be conducted on LANDLORD's property. TENANT is liable for any damage to parking areas, building parts, signage, or structure caused by TENANT or their vehicles whether in violation of parking rules or not. All vehicles are restricted to designated areas only and must use ordinary traffic lanes for ingress and egress. It is understood and agreed that snow and ice will not be removed from the parking lot or driveway to the parking lot.

**11.3** It is understood and agreed that each TENANT who has a car and will be parking on the residence is required to have a parking permit which is good for the duration of this lease term ONLY. **The charge of the permit per vehicle per year is \$200.00.** If a permit is purchased, parking is on a first come-first serve basis. After all parking is taken we cannot help those without a space. **ANY TENANT /OR ACQUAINTANCE OF TENANT'S VEHICLES WITHOUT A PARKING PERMIT MUST PARK OUTSIDE OF THE LOT, OR THEY WILL BE TOWED AT THE EXPENSE OF THE TENANT AND/OR VEHICLE OWNER.** Properties that have garages attached or detached are not included in lease for the use by the TENANT and have to be negotiated in a separate lease. Cost of replacement for a lost or stolen parking permit is \$90. No storage units, PODS, boats, campers, trailers, etc., are permitted on the property without prior written approval of LANDLORD.

**11.4 BICYCLE/MOPED PARKING:** TENANT will not store/lock any bicycles on the outside of the premises UNLESS the property is equipped with a designated bike rack. No bicycles should be chained on any building structural parts (e.g. stairways, railings, etc). Any bicycle found chained in such areas or on walkways will be removed without notice and LANDLORD will not be held liable.

## **12. ENTRY AND WAIVER:**

After 24 hours notice, LANDLORD or LANDLORD'S representatives may enter to inspect for unsanitary conditions, show, maintain, repair or for other valid business purposes. **A request for repairs shall be deemed a waiver of notice to enter.** TENANT further agrees to assume financial responsibility for any charges made for time by a subcontractor who is hampered from completing his work at the Premises by any action of the TENANT or any guest of the TENANT or conditions caused by the TENANT.

## **13. ILLEGAL ACTS & OHIO LAW:**

The use of drugs or other illegal substances by TENANT or any of TENANT's guests at said premises shall be grounds for eviction. It shall not be necessary for any of the above-mentioned parties to be convicted of said act, but simply to be observed by LANDLORD, his employee or his agent. The residence will not be used for any unlawful purposes, or for any purposes deemed hazardous by the LANDLORD or by the LANDLORD's Insurance Company because of fire or other risk. The laws of the State of Ohio shall govern the construction and interpretation of this Lease. The execution of this Lease by TENANT, LANDLORD AND GUARANTOR (S) shall constitute the transaction of business in Ohio within the meaning of Ohio Civil rule 4.3(A)(1) and section 2307.382 of the Ohio revised Code.

## **14. UTILITIES:**

**14.1** TENANT shall pay all utility bills for services separately metered or billed to the premises during the ENTIRE Lease Term, including any extension, renewal or holdover term, as the same become due and payable. The water payment is to be paid on the first of the month with the rent payment. TENANT shall transfer all appropriate utilities into their name PRIOR TO RECEIVING KEYS and with beginning service date the first date of the lease. TENANT shall pay 100% of: gas, electric, water & sewer. TENANT is held responsible for any meter reading charges from the City of Columbus including but not limited to meter malfunctions. The LANDLORD will not pay for, or otherwise reimburse TENANT(s) for any type of high utility bill regardless of the cause. Non-essential services such as telephone, internet and television will be procured, installed, and paid for by the TENANT if desired. TENANT(s) must get permission from LANDLORD for any modifications or alterations to leased premises for cable installations. Any utility bills/fees not paid will be taken off the TENANT's deposit and subject to said administrative fees. If any utility is shut off for any reason, the TENANT is held fully responsible for any and all issues regarding the utility during the lease term. TENANT(s) understands that if the Gas utility is shut off during months where it may be colder than 40 degrees, the pipes may freeze and the TENANT(s) are 100% responsible for any damages incurred to the Property.

**14.2** If utilities have not been placed in TENANT'S name upon the appropriate date required, or they have been placed in the LANDLORD's name BEFORE the end of the lease, there will be a \$150.00 administrative fee by the LANDLORD plus the prorated amount of the utility bill that will be charged to the LANDLORD until the utility transfer date.

**15. TENANT'S DUTIES:** The TENANT Shall:

**15.1** Keep the Premises that he/she occupies and uses safe and sanitary (clean);

**15.2** Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the LANDLORD;

**15.3** Keep all plumbing fixtures in the Premises or used by the TENANT as clean as their condition permits;

**15.4** Use and operate all electrical and plumbing fixtures properly;

**15.5** Comply with the requirements on TENANT(s) by all applicable state and local housing, health and safety codes;

**15.6** Personally refrain, and forbid any other person who is on the Premises with his/her permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the Premises;

**15.7** Maintain in good working order and condition any appliances supplied by the LANDLORD;

**15.8** Promptly notify the LANDLORD of the need for repairs;

**15.9** Conduct him/herself and require other persons on Premises with his consent to conduct themselves in a manner that will not disturb his neighbors peaceful enjoyment of the Premises;

**15.10** Not unreasonably withhold consent for the LANDLORD or his/her agents to enter the Premises;

**15.11** Conduct himself, and require persons in his household and persons on the Premises with his consent to conduct themselves, in connection with the Premises so as not to violate the prohibitions contained in Chapters 2925 and 3719 of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substance;

**15.12** TENANT shall regularly test all smoke detectors, supply electric current thereto (battery or electric current if required by Lease), and notify LANDLORD in writing of any mechanical failure, need for repair, or replacement.

**15.13** TENANT shall not operate any open-flame cooking device, or store liquefied-petroleum gas on a combustible balcony or within 10 feet of combustible construction. This includes any type of grill.

**16. LANDLORD'S DUTIES:** The LANDLORD shall:

**16.1** Comply with the requirements of all applicable building, housing, health and safety codes that materially affect health and safety;

**16.2** Make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and habitable condition;

**16.3** Keep all common areas of the Premises in a safe and sanitary condition;

**16.4** Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air-conditioning fixtures and appliances, and elevators, supplied, or required to be supplied by the LANDLORD;

**16.5** Except in the case of emergency, or if it is impractical to do so, give the TENANT at least twenty-four (24) hours notice of his intent to enter and enter only at reasonable times;

**16.6** LANDLORD shall furnish and repair smoke detectors as required by law.

**17. SECURITY:**

TENANT acknowledges that any security measures provided by the LANDLORD shall not be treated as a guarantee against crime or a reduction in the risk of crime. LANDLORD shall not be liable to TENANT, guests, or occupants, 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, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail ice, snow, smoke, lightning, wind, terrorists acts, explosions, and interruption of utilities unless caused by LANDLORD'S negligence. LANDLORD has no duty to remove, ice, sleet or snow from stairs, sidewalks or walkways, 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 the Lease, TENANT shall hold LANDLORD harmless from all liability of the same.

**18. DEFAULT:**

**18.1 DEFAULT BY THE TENANT.** In the event the TENANT is in default of any of the obligations of the Lease, violates and/or fails to comply with any of the covenants, terms, or conditions of the Lease, or any policies herein or hereafter adopted by the LANDLORD, said default shall constitute grounds for termination of the Lease and/or eviction by the LANDLORD. Failure to pay the total sum of rental amounts on or before the designated dates will constitute a material breach of contract resulting in acceleration of this agreement. It is expressly understood and agreed that the TENANT shall be and remain liable for any deficiency in rent until the Lease expires or until such time as in the interim, the Premises are leased by another acceptable TENANT. The TENANT shall also be and remain liable for any expense incidental to re-letting, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which the LANDLORD has sustained by virtue of the TENANT's use and occupancy of the Premises or default under the Lease.

**18.2 RE-RENTAL/BREACH OF LEASE:** TENANT agrees to pay the LANDLORD an administrative fee in the event that the leased premises needs to be re-marketed due to TENANT breaching of this Lease agreement. **If breaching this lease agreement prior to lease commencement, the fee will be \$200.00 and forfeit of security deposit.** If breaching this Lease agreement after lease commencement, the fee will be \$400.00. The administrative fee is in addition to any other costs or losses associated with re-renting the leased premises.

**19. BINDING EFFECT:**

The Lease is binding on LANDLORD, TENANT, and co-signers on their respective heirs, assigns, successors, and administrators

**20. QUIET ENJOYMENT AND RULES:**

**20.1** TENANT agrees to maintain a reasonable level of noise at all times of the day and night, so as not to disturb or disrupt neighboring apartments or houses. TENANT shall fully cooperate with all other TENANT(s) in the building in an effort to maintain a peaceful atmosphere at all times. TENANT agrees not to create and/or maintain a nuisance or other disturbance that infringes upon the comfortable living conditions or privacy of other TENANT(s). TENANT further agrees not to engage in any retaliatory behavior against any neighbor who makes any complaint about the TENANT.

**20.2** TENANT shall have peaceful and quiet enjoyment of Premises, provided all lease terms, rules and regulations are met. TENANT is responsible to contact LANDLORD first, than either the police or the city to file the proper complaints. Regardless of the noise problem, TENANT(s) have NO RIGHT under the terms of this lease agreement to terminate the lease and move out.

**21. OCCUPANCY AND USE:**

**21.1** Any person of legal age who resides in the leased premises must be a signed party to the Lease. TENANT may not add new TENANT(s) without prior written LANDLORD approval. LANDLORD reserves the right to adjust the monthly rent based on the number of occupants.

**21.2** TENANT agrees that the Premises shall be used only as a dwelling unit and for no other purpose; nor shall Premises or any part thereof be sublet or assigned, nor shall the number or name of occupants be increased or changed, without written consent of the LANDLORD. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by LANDLORD because of fire or any other risk or in any other manner which would disturb the peaceful, quiet enjoyment of any other occupant of the building or apartment community of which the Premises are a part. LANDLORD reserves the right of eviction for the illegal manufacture, distribution, use or other illegal activities in connection with controlled substances. A criminal conviction shall not be necessary before LANDLORD can institute an eviction action.

**21.3** TENANT agrees that if the number of TENANT(s) living in a unit exceeds the number of bedrooms, there will be an additional charge per month equal to \$150.00 more per additional person. TENANT indemnifies and holds harmless the LANDLORD for any improper use of unapproved space by TENANT. LANDLORD is held harmless if certain rooms are not considered bedrooms by any other agencies due to size, location, etc.

**21.4** Occupancy at any time may not exceed one person per 30 square feet of gross living area of leased Premises. This definition of space for a group gathering or party of people does not include hallways, stairways, patios or walkways, whether for private or public access to or from the leased Premises. TENANT is responsible for the conduct and actions of TENANT's guests and invitees while such guests and invitees are present at or in the building. Social gatherings/guests shall be confined inside the leased premises. Social gatherings may not occur in any common areas. Unauthorized occupancy by any person(s) not named on the Lease shall be considered an unauthorized sublet and subject to such fees as set forth in the Lease documents and may be considered a breach of the Lease.

**22. SEVERABILITY:**

If any portion of the Lease is found to be void, unenforceable, or against public policy, the remaining portions shall not be affected.

**23. ADDITIONAL TERMS:**

TENANT must have all co-signer forms completed and returned within ten (10) days or LANDLORD reserves the right to cancel the lease agreement. Canceled leases are subject to loss of security deposit. Premises are rented in as-in condition. General maintenance is responsibility of LANDLORD. Premises must be cleaned prior to termination of Lease. If applicable, basement rooms are not to be used as bedrooms.

**24. GENDER AND NUMBER:**

The terms "LANDLORD" and "TENANT", when used herein shall be taken to mean singular or plural, masculine or feminine, as the case may be, and the provisions of this document shall bind the parties, their agents, their estate, and their assigns.

**25. NON-SMOKING HOUSEHOLD:**

The TENANT agrees there will be no smoking inside the residence. Smoking inside the home will result in forfeiture of the TENANT Security Deposit and TENANT shall be liable for any and all additional repairs required to cleanse the home of the smell left from smoking.

**26. PET POLICY:**

There shall be no dogs, cats, or pets of any kind permitted in, on, or about the Premises, or adjoining common areas (even temporarily), unless a written addendum with LANDLORD consent is added to the Lease which provides otherwise. If TENANT is in possession of an unauthorized pet, TENANT will be charged \$150 rent per month retroactive back to lease origin and a \$250 non-refundable fee per pet. TENANT shall be and remain solely responsible for the cost of all damages to the Premises for any violation of this provision. If TENANT(s) deny any animals found on premises are under TENANT's ownership or control, LANDLORD is authorized by this agreement to have any such animals humanely removed, and turned over to the proper animal control agency. No more than ONE pet will be allowed at any property and the weight limit is 40 lbs full grown. TENANT agrees to have entire unit fumigated professionally for fleas and odors upon vacating and will provide LANDLORD with paid receipt from a licensed exterminator or LANDLORD will have unit fumigated and deduct charge from TENANT's Security Deposit. If LANDLORD feels pet has become a nuisance, LANDLORD reserves the right to have TENANT remove the pet from the premises with 24-hour notice. Failure to do so could result in eviction proceedings.

**27. SECURITY DEPOSIT:**

The required security deposit for the leased unit is \$ \_\_\_\_\_, Deposit is to guarantee the return of the residence, appliances and carpeting in good condition, reasonable wear and tear accepted. Said deposit will be returned to the TENANT in compliance with all Move-out conditions relayed in Addendum 3 providing no damage has been done to the residence. Refund of the Security Deposit will be made within thirty (30) days after Lease ending date as required by law. IN NO WAY SHALL THE SECURITY DEPOSIT BE USED TO PAY THE LAST MONTH'S RENT REGARDLESS OF ANY NOTICE TO THE LANDLORD BY TENANT(S). The full security deposit is forfeited by TENANT(s) if they break this lease at any time after signing, and/or do not fulfill their full financial or otherwise required obligations within the lease. In such case, it is agreed that the forfeited security deposit will not be applied to any other damages or fees owed to the LANDLORD by TENANT, therefore, TENANT will be held responsible for payment of any and all damages and fees without credit of their deposit to such balance owed. Any questions regarding security deposit returns by the TENANT may be discussed with the LANDLORD within 60 days from the move out date.

**SECURITY DEPOSIT PAYMENTS**

**THE FOLLOWING PAYMENTS HAVE BEEN RECEIVED TOWARDS THE SECURITY DEPOSIT:**

<u>DATE</u>	<u>AMOUNT</u>	<u>TENANT'S NAME</u>	<u>PAYMENT REF #</u>	<u>RECEIVED BY:</u>



**28. ENTIRE AGREEMENT:**

The Lease and attached Addenda listed in Paragraph 29 are the entire agreement between the LANDLORD and the TENANT. No representations oral or written, not contained herein or attached hereto, shall bind either party, except any attached Addendum. The LANDLORD or the LANDLORD's agents (including management personnel and other employees or agents) do not have authority to waive, amend or terminate the Lease or any part of it and do not have authority to make promises, representations or agreements which impose duties of security or other obligation on the LANDLORD or the LANDLORD's agents unless done in writing. No action or omission of the LANDLORD's representative shall be deemed a waiver of any subsequent violation, default, or time or place of performance.

**29. ADDENDA:**

The following addenda and other provisions attached are a part of the Lease. (as initialed below by TENANT and LANDLORD).

1. **RULES & REGULATIONS**
2. **LEAD BASE PAINT DISCLOSURE**
3. **SECURITY DEPOSIT DEDUCTIONS PRICING INDEX**
4. \_\_\_\_\_

All above mentioned addenda are part of this lease and available online at: [www.blockoprops.com](http://www.blockoprops.com)

**LEASE ADDENDUM 1**

**RULES AND REGULATIONS**

**DAMAGES:**

Whenever damage is caused by the carelessness, misuse, neglect or intentional acts on the part of TENANT or TENANT's guests or invitees, TENANT agrees to pay for the cost of all repairs and labor within 30 days of LANDLORD's demand for payment. Physical damage includes, but is not limited to:

- a. Painting or wallpapering walls, or driving screws, brackets, or large nails into walls. TENANT is allowed to use only small nails or tacks to hang pictures. Poster putty, two-sided tape and screws are not permitted. TENANT is prohibited from installing a television wall mount on the walls or ceiling of the leased premises.
- b. Fire or water damage, broken doors, glass breakage regardless of the cause of the damage or breakage, holes in walls or screens, wind or rain damage caused by leaving windows open etc.
- c. Damage to the garbage disposal due to placing improper items down the drain, such as bones, glass, grease, coins, utensils, popcorn kernels, paper, tin foil, bottle caps, twist-ties, plastic, gravel, cigarette butts, etc.
- d. Damage resulting from the plugging of any free-flowing drains due to placing of tampons, sanitary napkins, or other inappropriate items in toilets or other plumbing fixtures. Damage includes water damage to walls, floors, or ceilings, etc. due to overflow. TENANT must have the shower curtain INSIDE THE TUB when using the shower.
- e. Damage to carpet or other flooring as a result of using tape or any other adhesive or chewing gum being stuck to the carpet.
- f. The cost for repair of any damage to the leased premises or building will be charged to the TENANT at professional rates for supplies and labor as explained in ADDENDUM 3. LANDLORD may require payment at any time, including advance payment for repairs for which TENANT is liable.

**TENANT MUST keep HEAT ON, never lower than 60 degrees F during the winter months especially when on vacation/winter break.**

**CLEANLINESS:** TENANT shall not store any boxes or containers in the hallway/walkway of the building, or FURNACE and/or HOT WATER HEATER CLOSETS, as it creates a Fire Hazard. TENANT shall maintain all interior and exterior areas, including lawn/grounds, of the leased premises in a clean and sanitary condition, free from debris, garbage and physical hazards. TENANT agrees to perform routine cleaning throughout the leased premises on a regular basis. Routine cleaning includes, but is not limited to vacuuming any carpeting, sweeping and washing floors, scrubbing the tub/shower, scrubbing the toilet and sinks, dusting, washing dishes, discarding and removing trash, and cleaning the interior and exterior of all appliances and fixtures.

**TRASH:** All trash must be bagged and placed in appropriate containers. a. Recyclable materials must be placed in the appropriate containers in accordance with local recycling guidelines. b. TENANT is not allowed to place trash or personal items in any common areas. LANDLORD is not responsible for any stolen or discarded items belonging to TENANT that are left outside the confines of the leased premises. c. TENANT will be assessed trash removal charges at the rate of \$50 for each item of improperly placed trash.

**PEST CONTROL:** TENANT is responsible for extermination costs unless the TENANT has notified the LANDLORD within one week of move-in date of any extermination issues. TENANT acknowledges that he/she will use their best efforts and care to avoid any conditions which would introduce, cause or promote the presence of bugs, vermin and/or insects in the premises or community property. LANDLORD makes no guarantee to provide TENANT with alternative housing due to pest control issues as long as the issue is resolved within a reasonable time frame.

- a. TENANT shall receive at least 24 hours prior written notice with instructions for preparing the leased premises for spraying.
- b. TENANT agrees to fully cooperate with LANDLORD and pest control service, and properly prepare the leased premises as necessary.

**SMOKE DETECTORS:** LANDLORD has had U.L. approved smoke detectors installed in the residence covered by this Lease in accordance with Ordinance #2521.10 of the City of Columbus. It is TENANT(s) responsibility to check the smoke detectors and to replace the batteries as needed. TENANT must not remove the batteries or disable the smoke detectors. TENANT must promptly inform LANDLORD of any defects or problems with smoke detectors. Fire extinguishers and smoke detectors are an important safety feature. At the start of this lease, the LANDLORD will make sure all smoke detectors and fire extinguishers are fully functional including new batteries. The TENANT shall then be responsible for maintaining and inspecting said detectors and replacing batteries to assure proper functioning. For TENANT's protection, TENANT should change and install new battery every 60 DAYS or when detector starts beeping. TENANT agrees to inspect and test the smoke detector once each month

**SATELLITE DISH:** No satellite dishes allowed. No satellite dishes shall be attached to any building or structure on the property.

**OUTDOOR GRILLING:** Open flame cooking shall not be operated on combustible balconies or within ten (10) feet of combustible construction according to state law.

**EXTERIOR APPEARANCE:** TENANT is responsible for exterior appearance of the rental unit to conform to LANDLORD's standards, i.e. no trash, upholstered furniture, or other items on decks, breezeways, hallways, porches patios, yards, etc. Also, no sheets, towels, blankets or any other non traditional window covering will be allowed. If trash, furniture, etc. has to be removed from your rental property, you will be billed at least a minimum charge of \$50 per occurrence

**POOLS & HOT TUBS:** TENANT will not have any type of pool, hot tub or trampoline on the premises.

**LOCKOUTS:** Will be free of charge, during business hours, and \$75.00 after business hours. Lost keys will be replaced at a cost of twenty dollars (\$20.00) per key during business hours.

**PROPER USE OF FIXTURES AND APPLIANCES:** TENANT shall use and operate all electrical, gas, water, plumbing, heating fixtures and appliances in accordance with the operation instructions in a safe manner (space heaters and mini-fridges are NOT permitted in bedrooms as it may overload the electrical system).

**ABANDONED PERSONAL PROPERTY:** Any TENANT'S personal property left at the residence shall be considered abandoned and may be disposed of by the LANDLORD in any manner he sees fit if any of the following applies: keys have been returned, the Lease has expired, rent is delinquent and TENANT(s) has apparently moved, or TENANT has discontinued utilities. All keys and mailbox keys must be returned to LANDLORD'S office no later than 12:00 noon on the expiration date of the lease. If TENANT(s) do not comply, they will be charged a service charge of \$150.00 per day, until all keys have been returned, as it will be assumed that they have not moved out. These charges will apply even if TENANT(s) have moved out, but have forgotten to return all keys, or said keys become lost in the mail. There will be no exceptions

**ALTERATIONS:** TENANT will not remodel or make any structural changes, alterations, additions or decorations to the Premises; will not wallpaper, paint or redecorate, install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigeration or cooking units, radio, television satellite, nor drive nails, screws or other devices into the walls or woodwork (a reasonable number of picture hangers accepted).

**ABSOLUTELY NO CHANGING OF LOCKS, PAINTING OF WALLS/CEILINGS OR INTERIOR/EXTERIOR DOORS IS PERMITTED.**

This can include but is not limited to the installation of shelves, painting, wallpapering, etc. Nothing is to be attached to the exterior of the property without prior written permission of the LANDLORD (this includes satellite dishes). Interior door locks are prohibited. Locks will be removed at TENANT's expense. LANDLORD must have access for maintenance and showings.

**MAINTENANCE:** Maintenance work should be reported to LANDLORD at 614-263-2665, as soon as TENANT is aware there is a problem. There is an after hours phone number for emergency maintenance.

**-Before requesting maintenance, TENANT should communicate with roommates to avoid duplicate work orders.** LANDLORD is not responsible for the interruption or malfunction of an appliance or fixture provided to TENANT, to include but not limited to maintenance requests requiring repair or replacement parts to be ordered; LANDLORD is also not liable for damages incurred (i.e. loss of food) as a result of the malfunction. TENANT is responsible for the replacement of all light bulbs.

**APPLIANCE REPAIR:** If the refrigerator and/or freezer quit working, TENANT agrees to notify LANDLORD immediately. TENANT agrees to keep their food from spoiling until such time as the appliance can be repaired. LANDLORD will not be responsible for the loss of food. If the refrigerator is equipped with a water filter, it is TENANT's responsibility to replace the filter.

**KEG POLICY:** Kegs and/or barrels of beer are prohibited in the leased premises and the building. TENANT will be assessed a fine equal to \$100.00 per occurrence for possessing a keg or barrel of beer in the leased premises or building. Smoking and/or consumption of alcohol in the building common areas are prohibited at all times.

**ROOF ACCESS:** TENANT(s) acknowledges that even though there may be access to the roof from one or more of their windows NO access to the roof is allowed. Anyone found on the roof without permission will be subject trespassing charges and will be responsible for any and all damages and cost to have roof inspected for damages.

**PLUMBING:** NO grease, coffee grounds, sanitary napkins or smoking materials to be put in drains or toilets. Items placed by the TENANT or his guests in the garbage disposal, toilet, tub, shower, or sink drains, requiring repair, shall be at the expense of the TENANT. Please do not use chemicals to unclog drains, ie: Drano, Liquid Plumber, etc

**LIGHT BULBS:** Electric light bulbs, fuses and fluorescent starters have been supplied at the time you move in. TENANT agrees to furnish replacements thereafter. All light bulbs must be in working order upon vacating the leased premises.

**LOCKS & KEYS:** We shall provide a lock for your door which is considered safe by our industry. So as not to restrict our ability to provide you with maintenance and emergency service, you agree that no additional locks shall be placed on any doors on the premises, nor shall any locks be changed. If a TENANT is locked out after normal business hours, there will be a \$75.00 lock-out charge. Upon termination of your rental agreement, you shall return to us all keys and door openers to the rental office.

**PAINTING:** Painting of any surface in the apartment or application of wallpaper or contact type paper is prohibited.

**SATELLITE DISHES/ANTENNAS:** No exterior antenna or satellite dish of any kind may be installed or maintained in the community. Also, prohibited are power tools, short wave or any other item that can cause disturbances to neighbors or other TENANT(s).

**SIGNS:** No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted or affixed by any TENANT on any part of the inside or outside of the buildings or the individual assigned apartment, without prior consent from all authorities on the subject including, but not limited to the City of Columbus Code Enforcement, Historic District Code Enforcement, and LANDLORD.

**EXTERIOR CARE:** The sidewalks, lawn areas, and drives must not be obstructed. Lawn mowing will be done by the LANDLORD or his subcontractor. TENANT will not place upholstered furniture or grills on any exterior porch, deck, roof or any other open dwelling and will be subject to a fine of \$75 per occurrence, fines/penalties imposed by the City of Columbus in addition to any costs associated with removing or storing furniture as well as any costs for roof damages.

**PRECAUTIONS:** The storage of gasoline or other flammable or explosive material is prohibited. No items may be stored in the furnace room.

**SECURITY DEPOSIT:** No security deposit will be returned until an inspection of the premises has been made by the LANDLORD or agent. All deposit returns will be made by mail. These will be sent out within 30 days after we receive possession of the premises.

**APARTMENT RETURN:** To surrender possession of the apartment, all keys must be returned to the rental office. The apartment must be returned as accepted on move-in, including unmarred walls and shampooed carpets. If it is necessary for management to clean, paint or shampoo carpet on move out, TENANT will be charged as per ADDENDUM 3.

**LEASE ADDENDUM 2**

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement**

**LEAD BASE PAINT:**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. TENANT acknowledges that they will be receiving the federally approved pamphlet on lead poisoning prevention via email through their online portal account, and will have the opportunity to read it prior to executing this lease.

Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees acknowledge they have been provided a federally approved pamphlet on lead poisoning prevention.

**LANDLORD's Disclosure**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing \_\_\_\_\_ (explain).
  - (ii) \_\_\_\_\_ LANDLORD has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
  - (i) \_\_\_\_\_ LANDLORD has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
  - (ii)  X  LANDLORD has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate

**LANDLORD's Initials** \_\_\_\_\_

**Date** \_\_\_\_\_

SAMPLE

**Tenant's Initials** \_\_\_\_\_

## LEASE ADDENDUM 3

### SECURITY DEPOSIT DEDUCTIONS PRICING INDEX (EXCLUDE NORMAL WEAR & TEAR) ALL PRICES INCLUDE LABOR

<u>CARPET</u>	<u>NOT VACUUMED</u>	\$5.00		<u>BATHROOMS</u>	<u>ENTIRE DIRTY</u>	\$120.00	
<u>PER ROOM</u>	<u>DIRTY -STAINED</u>	\$35.00			<u>TOILET /TOILET SEAT DIRTY</u>	\$20.00	
	<u>BURNS/TEARS</u>	\$50.00	EACH		<u>VANITY MIRROR DIRTY</u>	\$5.00	
	<u>REPLACEMENT</u>	C.P			<u>TUB DIRTY</u>	\$20.00	
<u>DOORS</u>	<u>DOOR DIRTY</u>	\$15.00			<u>CABINET DIRTY</u>	\$10.00	
<u>LOCKS</u>	<u>EXT DOOR DAMAGED</u>	\$600.00			<u>CABINET DAMAGED</u>	\$220.00	
	<u>INT DOOR DAMAGED</u>	\$170.00			<u>TOWEL RACK DAMAGED</u>	\$40.00	
	<u>DOOR JAMB DAMAGED</u>	\$100.00			<u>SHOWER CURTAIN ROD DAMAGED</u>	\$40.00	
	<u>CLOSET DOOR-MISSING OR DAMAGED</u>	\$80.00			<u>MIRRORS MISSING/BROKEN</u>	\$60.00	EACH
	<u>REPLACED LOCKS EXT</u>	\$110.00	EACH		<u>FAUCET REPLACEMENT</u>	\$120.00	
	<u>DOOR LOCK/ HANDLE INTERIOR</u>	\$40.00	EACH		<u>SHOWER HEAD DAMAGED</u>	\$30.00	
	<u>MAILBOX LOCK KEY MISSING</u>	\$60.00			<u>ANY BATHROOM FIXTURE DAMAGED C.P</u>		PLUS 25% ADMINISTRATIVE FEE
	<u>KEY REPLACEMENT</u>	\$5.00			<u>(TUB,TOILET ETC)</u>		
	<u>REMOVAL OF TENANT INSTALLED LOCKS-HARDWARE</u>	\$25.00 EA			<u>TOILET SEAT DAMAGED</u>	\$35.00	
				<u>WINDOWS / SCREENS</u>	<u>BROKEN WINDOWS SINGLE PANE</u>	\$55.00 & UP	
<u>WALLS</u>	<u>WALLS DAMAGED/DIRTY NECESSITATING PAINT</u>	\$85.00	PER ROOM		<u>BROKEN WINDOWS DOUBLE PANE</u>	\$195.00 & UP	
		\$25.00	PER WALL		<u>WINDOW LOCKS DAM/MISSING</u>	\$10.00	
	<u>DRYWALL DAMAGED</u>				<u>DIRTY WINDOW GLASS INSIDE ONLY</u>	\$2.00	EACH GLASS
	<u>HOLES UP TO 6"6"</u>	\$95.00			<u>WINDOW SILL DIRTY</u>	\$3.00	
	<u>HOLES LARGER THAN 6"X6"</u>	\$205.00			<u>SCREENS DAMAGED OR MISSING</u>	\$45.00	
<u>KITCHEN</u>	<u>ENTIRE KITCHEN DIRTY</u>	\$115.00		<u>MISC</u>	<u>SCREEN DOOR DIRTY</u>	\$15.00	
	<u>OVEN DIRTY</u>	\$45.00			<u>SCREEN DOOR DAMAGED</u>	\$115.00	
	<u>DRIP PANS DIRTY-MISSING</u>	\$30.00			<u>WASHER -DRYER DIRTY</u>	\$10.00	
	<u>COOK TOP - &amp; UNDER</u>	\$10.00			<u>CEILING FAN DAMAGED</u>	\$120.00	
	<u>FRIDGE DIRTY</u>	\$25.00			<u>CEILING FAN BLADES DIRTY</u>	\$10.00	
	<u>RANGE HOOD DIRTY</u>	\$15.00			<u>MINI BLINDS DAMAGED MISSING</u>	\$40.00	EACH
	<u>FRIDGE DOOR BAR - CLIPS</u>	\$ C.P.			<u>THERMOSTAT DAMAGED</u>	\$85.00	
	<u>CABINETS DIRTY</u>	\$10.00			<u>HANDRAILS DAMAGED</u>	\$80.00	
	<u>CABINETS DAMAGED</u>	C.P.	PLUS 25% ADMINISTRATIVE FEE		<u>LIGHT FIXTURES DAMAGED</u>	\$95.00	
	<u>WALLS DIRTY WITH GREASE-FOOD (CLEANING ONLY)</u>	\$15.00			<u>LIGHT FIXTURES DIRTY</u>	\$5.00	
	<u>COUNTERTOP DAMAGED</u>	\$200.00 & UP			<u>EXTERIOR GLOBE DAMAGED/ MISSING</u>	\$70.00	
	<u>DISHWASHER DIRTY</u>	\$20.00			<u>WALL PLATES DAMAGED</u>	\$5.00	EACH
	<u>UNDER SINK FLOOR DAMAGED</u>	\$65.00			<u>LIGHT BULBS</u>	\$3.00	EACH
	<u>FLOORS- TILES DAMAGED</u>	\$18.00	PER SQ FT		<u>FLUORESCENT BULBS</u>	\$15.00	EACH
	<u>GARBAGE DISPOSAL JAMMED - CLOGGED</u>	\$70.00			<u>SMOKE ALARM MISSING</u>	\$60.00	
	<u>GARBAGE DISPOSAL DAMAGED</u>	\$130.00			<u>SMOKE ALARM BATTERY</u>	\$5.00	
	<u>FAUCET DAMAGED</u>	\$120.00 & UP			<u>FIRE EXTINGUISHER - MISSING</u>	\$85.00	
					<u>SWITCH-OUTLET DAMAGED</u>	\$35.00	
	<u>BASEMENT DIRTY</u>	\$35.00			<u>SWITCH OUTLET COVER</u>	\$5.00	
					<u>APPLIANCES DAMAGED</u>	C.P	PLUS 25% ADMINISTRATIVE FEE
					<u>TRASH REMOVAL - ABANDONED PROPERTY</u>	\$50.00	PER HOUR
					<u>EXTERIOR-LANDSCAPE DAMAGES</u>	C.P	
					<u>PET ODOR-EXTERMINATOR</u>	C.P	
					<u>MAILBOX DAMAGED</u>	\$60.00	

C.P. = CONTRACTORS PRICE



**30. SIGNATURES**

The said LANDLORD and TENANT(s) have executed the Lease in duplicate on the day and year first written above. The named lessees understand and agree they are jointly and severally liable under the terms of this agreement.

Sign x \_\_\_\_\_  
Print Full Name \_\_\_\_\_  
Date: \_\_\_\_\_ Cell # \_\_\_\_\_  
Email: \_\_\_\_\_

Sign x \_\_\_\_\_  
Print Full Name \_\_\_\_\_  
Date: \_\_\_\_\_ Cell # \_\_\_\_\_  
Email: \_\_\_\_\_

Sign x \_\_\_\_\_  
Print Full Name \_\_\_\_\_  
Date: \_\_\_\_\_ Cell # \_\_\_\_\_  
Email: \_\_\_\_\_

Sign x \_\_\_\_\_  
Print Full Name \_\_\_\_\_  
Date: \_\_\_\_\_ Cell # \_\_\_\_\_  
Email: \_\_\_\_\_

Sign x \_\_\_\_\_  
Print Full Name \_\_\_\_\_  
Date: \_\_\_\_\_ Cell # \_\_\_\_\_  
Email: \_\_\_\_\_

Sign x \_\_\_\_\_  
Print Full Name \_\_\_\_\_  
Date: \_\_\_\_\_ Cell # \_\_\_\_\_  
Email: \_\_\_\_\_

LANDLORD's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Tenant's Initials** \_\_\_\_\_