

RENTAL AGREEMENT

READ CAREFULLY, THIS IS A LEGAL AND BINDING CONTRACT

This Rental Agreement, made this 18th day of January, 2015, by and between Beechwold Rentals LLC, an Ohio limited liability company, the owner of the premises, described below, said owner being hereinafter referred to as "Owner," through its Manager Kathleen R. Skestos, hereinafter referred to as "Agent," and [REDACTED] hereinafter referred to as "Resident."

Resident, jointly and severally, agree(s) to the following terms of rent for the following described premises: 699 Wetmore Rd., Apt. N, Columbus, OH 43214. The following appliances shall be maintained by Owner: refrigerator, range.

1. TERM AND PAYMENTS. Resident agrees to occupy the Premises for an original term of twelve months, said term to commence on January 18, 2015, and agrees to pay without demand the rental of \$7,140 payable in equal monthly installments of \$595 on or before the 1st of each and every month beginning on January 18, 2015 (pro-rated for the first month). Any and all payments to be paid by the Resident under this agreement are to be paid to Beechwold Rentals LLC, 699 Wetmore Rd., Apt. S, Columbus, OH 43214 or such other place as designated by Agent. All payments are to be made in cash, certified check, or money orders or other method approved by the Owner or Agent.

In the event Resident pays any monthly installment after the 5th day of the month, additional rent of \$25 for late payment.

2. SECURITY DEPOSIT. Resident has deposited with Owner or Agent a Security Deposit in the amount \$595. Said Security Deposit is to guarantee the return of the Premises to the Owner in the same or better condition as when accepted by the Resident, reasonable wear excepted. The Security Deposit is to indemnify Owner against damage and/or loss of value as a result of Resident's action, mistake, or inaction during the term of occupancy. The Security Deposit may not be applied by the Resident as and for payment of any rent due the Owner prior to the vacation of the Premises by the Resident. Should the Resident be responsible for damage and/or loss of value to the Premises greater than the value of the Security Deposit, Resident agrees to reimburse the Owner for such loss immediately upon presentation of a bill for said damage and/or loss.

3. NOTICE TO TERMINATE AND RENEWAL. Unless another rental agreement is signed by the parties hereto or unless written notice of termination is given by one party to the other thirty (30) days before expiration of this agreement, this contract shall automatically be renewed on a month-to-month basis and may be terminated thereafter by either party upon the giving of written notice to the other party thirty (30) days prior to the next periodic rental due date. Resident shall include with said notice a forwarding address if one is available. Termination shall take place only on the last day of any given month unless otherwise agreed to in writing.

Upon vacating, Resident agrees to return the premises to the Owner in the same or better condition as when received, reasonable wear excepted. Under no circumstances shall a dirty or broken condition of the Premises, appliances or fixtures be considered to have resulted from reasonable wear.

4. EXAMINATION OF PREMISES. Resident has examined the Premises and has accepted same as habitable and satisfactory. Resident shall have 72 hours after entering the Premises in which to examine same for defects or damages and report said findings to the Owner or Agent. Resident while residing in the Premises shall observe and act in accordance with all Rules and Regulations, as revised from time to time, attached hereto and made a part hereof as if fully rewritten herein.

5. RESIDENT'S RESPONSIBILITY. The Resident shall:

- 1) COMPLY WITH THE REQUIREMENTS IMPOSED ON RESIDENTS BY ALL APPLICABLE STATE AND LOCAL HOUSING, HEALTH, AND SAFETY CODES;
- 2) 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;
- 3) MAINTAIN IN GOOD WORKING ORDER AND CONDITION ANY APPLIANCES SUPPLIED BY THE OWNER AND REQUIRED TO BE MAINTAINED BY THE RESIDENT UNDER THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT;
- 4) CONDUCT HIMSELF AND REQUIRE OTHER PERSONS ON THE PREMISES WITH HIS/HER CONSENT TO CONDUCT THEMSELVES IN A MANNER THAT WILL NOT DISTURB HIS/HER NEIGHBORS' PEACEFUL ENJOYMENT OF THEIR PREMISES.
- 5) THE RESIDENT SHALL REASONABLY PERMIT THE OWNER TO ENTER ON THE PREMISES IN ORDER TO INSPECT THE PREMISES, MAKE NECESSARY OR AGREED REPAIRS, DECORATIONS, ALTERATIONS, OR IMPROVEMENTS, DELIVER PARCELS WHICH ARE TOO LARGE FOR THE RESIDENT'S MAIL FACILITIES, SUPPLY NECESSARY OR AGREED SERVICES, OR EXHIBIT THE PREMISES TO PROSPECTIVE OR ACTUAL PURCHASERS, MORTGAGEES, OTHER RESIDENTS, WORKMEN, OR CONTRACTORS.
- 6) NOT KEEP OR HAVE ON THE PREMISES ANYTHING OF A DANGEROUS, INFLAMMABLE, OR EXPLOSIVE CHARACTER OR, THAT, ORDINARILY WOULD BE CONSIDERED "HAZARDOUS" OR "A NUISANCE" BY INSURANCE INDUSTRY STANDARDS, ON THE PREMISES EXCEPT IN QUANTITIES AND TYPES INCIDENTAL TO RESIDENTIAL PURPOSES.
- 7) HAVE THE SOLE RESPONSIBILITY FOR ANY LOSS OR DAMAGE TO ITS PERSONAL PROPERTY LOCATED AT THE PREMISES AND WILL PAY FOR ITS OWN INSURANCE COVERING SUCH PERSONAL PROPERTY, RESIDENT AGREES TO, AND DOES HEREBY, WAIVE ALL RIGHTS OF RECOVERY AND CAUSES OF ACTION AGAINST THE OWNER, AGENT AND EMPLOYEES, AND ALL PERSONS CLAIMING THROUGH OR UNDER IT, RESULTING FROM ANY DAMAGE OR DESTRUCTION TO THE PREMISES OR ANY OF RESIDENT'S PROPERTY CONTAINED HEREIN.
- 8) INDEMNIFY AND HOLD HARMLESS OWNER, AGENT, AND THE PREMISES FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, EXPENSE, LIABILITY, DEMANDS, AND CAUSES OF ACTION, AND ANY EXPENSE INCIDENTAL TO THE DEFENSE THEREOF, RESULTING FROM INJURY OR DEATH OF PERSONS, OR DAMAGE TO PROPERTY, OCCURRING ON OR ABOUT THE PREMISES OR IN ANY MANNER DIRECTLY OR INDIRECTLY GROWING OUT OF OR IN CONNECTION WITH THE USE, OCCUPANCY, OR CONDITION OF THE PREMISES.

6. OWNER'S LIABILITY. Owner shall not be liable for personal injury or damage or loss of resident's personal property from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms or other causes unless the Owner is grossly negligent and Resident hereby releases Owner from all liability for such damage. (If protection against loss is desired it is suggested that Resident secure insurance coverage from a reliable company).

7. UTILITY CHARGES. Resident agrees to pay all charges and bills incurred for water and sewer, gas, electricity, internet and telephone, which may be assessed or charged against the Resident or Owner for the premises during the term of this Rental Agreement.

8. ALTERATIONS. Resident agrees not to make any alteration or paint or cover walls or surfaces of the Premises with any material whatsoever without the prior consent of the Owner or Agent.

9. RE-RENTAL CHARGE. If the Resident vacates, voluntarily or involuntarily, the Premises prior to fulfillment of this Agreement, additional charges over and above the monthly rental amount, will be assessed to cover ALL costs incurred by the Owner in the re-rental of this unit.

10. EMINENT DOMAIN, if all or any part of the Premises is taken by, or sold under threat of, appropriation, this agreement will terminate as of the date of such taking or sale. The entire award or compensation paid for the property taken or acquired, and for damages to residue, if any, will belong entirely to the Owner and no amount will be payable to Resident.

11. PETS. The following pet will be permitted: [as described in Rental Application](#)
Any permission so granted may be revoked at any time by the Owner or Agent.

12. ASSIGNMENT. Resident may not assign this Rental Agreement or sublet the premises or any part thereof without the prior written consent of the Owner or Agent.

13. OCCUPANCY. Resident agrees that the Premises will be used for residential purposes only and will be occupied only by [one](#) person. The Premises will not be used or allowed to be used for unlawful or immoral purposes, nor for any purposes deemed hazardous by Owner or Agent or Owner's insurance company because of fire or other risk.

14. PROPERTY DAMAGE. In case of partial destruction or injury to the Premises by fire, the elements or other casualty not the fault of Owner or Resident, the Owner shall repair the same with reasonable dispatch after notice of such destruction or injury. In the event the Premises are rendered totally uninhabitable by fire, the elements or casualty not the fault of the Owner or Resident, or in the event the building of which the above Premises are a part (though the Premises covered hereunder may not be affected be so injured or destroyed that Owner shall decide within a reasonable time not to rebuild, the term of this agreement shall cease and rent shall be due only through the date of habitability.

15. DEFAULT AND REMEDIES. Upon any default of any of the provisions of this lease by Resident or if Resident shall abandon or vacate the leased premises, the Owner shall have the following remedies in addition to Owner's other rights and remedies under any laws:

(i) Re-entry. Owner may reenter the premises immediately, and remove all of Resident's property from the premises. Owner may store the property at any place of Owner's choosing at Resident's expense. Reentry only will not terminate the lease.

(ii) Termination. At the option of the Owner, this lease shall terminate and shall operate as a notice to quit, which is hereby expressly waived by Resident.

(iii) Eviction. Owner may proceed to recover possession of the leased premises in accordance with the provisions of the law regulating proceedings in cases between landlords and tenants, and when such possession is obtained, Owner may at the option of owner, re-rent the


leased premises Resident's liability for the difference between the rent herein reserved and the rent actually received by Owner during the term remaining after such default occurs. Resident shall pay all reasonable expenses incurred by Owner in re-renting or in attempting to re-rent.

To the extent permitted by law, the Resident shall pay Owner's attorney's fees for the enforcement, collection and administration of this lease.

16. NOTICES. Owner shall notify Resident by delivering or posting a notice at the Premises. Resident shall notify Owner by mailing by U.S. Mail first class or delivering notice which must be signed as being received at 699 Wetmore Rd., Apt. S, Columbus, OH 43214.

THIS LEASE SHALL NOT BE BOUND BY ANY TERM, CONDITION, OR REPRESENTATION ORAL OR WRITTEN, NOT SET FORTH HEREIN.

IN WITNESS WHEREOF, Owner and Resident have executed the Lease in duplicate on the day and year first written above.

Owner: Beechwold Rentals LLC Resident 

By Kathleen R. Skestos Resident _____
Kathleen R. Skestos, Manager

For value received, the undersigned unconditionally guarantees payment to Owner of all rent and any other amounts or obligations owing by Resident under this Lease. Guarantor waives any right to require Owner (A) to first proceed against any person, including Resident or any other guarantor, or (B) to pursue any other remedy.

GUARANTOR _____ Date _____

GUARANTOR _____ Date _____

RULES AND REGULATIONS

The resident shall:

1. Keep the premises safe and sanitary;
2. Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner;
3. Keep all plumbing fixtures in the dwelling unit or used by resident as clean as their condition permits; and
4. Use and operate all electrical and plumbing fixtures properly.

I have read and understood the above rules and regulations:

Resident  Date Feb 27/15

Resident _____ Date _____