

Stirling Properties of Ohio, LLC
-LEASE AND RENTAL AGREEMENT-

This lease made and entered into this _____ day of _____, 2013, at Columbus, Franklin County, Ohio by and between the undersigned Owner and Tenants,

WITNESSETH:

That the Owner, in consideration of the rents to be paid and the agreements to be performed by the Tenants, has leased to the Tenants a rental unit located at _____, Columbus, Ohio, USA for the term beginning _____, 2014 and ending on _____, 2015.

1. **Effective Date:** This Agreement becomes effective as of the date listed above.
2. **Fixed-Term Lease:** Tenants agree to lease this dwelling for the fixed-term stated above. If Tenants wish to lease said premises for an additional term, they must request permission of Owner in writing by **November 7th**. Showings will begin Nov 8th.
3. **Trespass:** Tenants remaining on the premises beyond the last day of their lease, without renewal or permission, will be considered trespassers and Owner may proceed with an eviction action and sue for damages arising out of the late move out.
4. **Rent:** Tenants agree to rent this dwelling for twelve equal monthly payments of \$_____. Rent is due on the **first** day of the month. Rent payments postmarked on the **sixth** day or later are subject to a late-fee of fifty dollars (**\$50.00**). Owner will begin eviction proceedings starting **fifteen** calendar days after rent is due.
Rent is paid monthly; Total Rent is 12 x monthly rent. Total rental period is 358 days. The average cost of rent per day is Total Rent divided by 358 days. When tenants' lease begins in the middle of the month, the first rent payment is due on the first day of the following month. The final payment is due on the first day of the final month of the lease. This would mean that the final payment may be made with only two weeks (or so) remaining on the lease.
5. **Returned Checks:** If, FOR ANY REASON, a check used by Tenants to pay Owner is returned without having been paid, Tenants will pay a returned check charge of **\$25.00**. After the second time that Tenants check is returned, Tenants must thereafter secure a cashier's check or money order for payment of rent.
6. **Form of Payment:** Tenants agree to pay rent in the form of **ONE** personal check, cashier's check, or money order totaling the full amount due for rent (\$_____). This check shall be made payable to **Stirling Properties of Ohio, LLC**, and mailed to the following address:

Stirling Properties of Ohio, LLC
6222 Arapahoe Pl.
Dublin, Ohio 43017

7. **Rent Payment Procedure:** Tenants agree to pay their rent by mail. In limited circumstances and with prior approval by Owner, Owner may accept Tenants' hand delivery of rent. Hand-delivered rent payments received after the 6th day of the month will be assessed the late fee, see above.

8. **Deposits:** Tenants shall pay Owner a security deposit of one month's rent, payable on the effective date of this Agreement. Owner may withhold from the security deposit only what is reasonably necessary to cover the following tenant defaults: 1) damages to the dwelling; 2) certain cleaning costs following Tenants' departure; and 3) unpaid rent and various other accrued and unpaid charges. Tenants may NOT apply any part of this deposit toward any month's rent.

9. **End of Tenancy:** Upon the end of the lease term, Tenants must return the premises to the Owner in the same condition as when first rented, ordinary wear and tear excepted. Any keys to indoor locks (bedroom keys) must be left in the lock. Any damages to the premises above ordinary wear and tear will be deducted from the security deposit or obtained through judicial means. Tenants must provide forwarding addresses for Owner to send a refund of any remaining security deposit.

10. **Refund of Tenants' Deposits:** Within thirty (30) days after Tenants have moved out completely, Owner shall provide a written accounting of the disposition of the Tenants' deposits and shall at the same time return all deposits remaining.

11. **Utilities/Services:** Tenants agree to pay all utilities and services.

12. **Occupants:** The only persons who may live in this dwelling are the Tenants listed on this lease. Normal occupancy equals the number of bedrooms. If tenants wish to add a tenant (one more than the number of bedrooms) they must obtain the Owner's written approval. Each additional approved tenant will cause the total monthly rent to increase by \$100; they must complete a rental application and pay a security deposit equal to that paid by the other tenants.

Each tenant, including original and any additional tenants, will be considered co-tenants. As co-tenants, each tenant shall be JOINTLY AND SEVERALLY liable for the entire term of this lease and all rent payments therein.

If guarantors (co-signers) are needed, each Guarantor shall be liable for the cost of damages and/or rent incurred only by the co-tenant for which he/she signed as follows:

A). With respect to property damage, each Guarantor will be liable for damages actually caused by the co-tenant for which he/she signed. If the parties cannot determine which tenant incurred said damages, the total cost shall be born equally by all Guarantors (one-third of the total per guarantor, for three bedroom units; one-fourth for four bedroom units; one-fifth for 5 bedroom units); and

B). With respect to rent payments, regardless of any agreements between the Tenants to the contrary, each Tenant's pro-rata share of the rent equals [one/(no. of tenants)] of the total monthly rent. Thus, a Guarantor's liability for the unpaid rent equals [one/(no. of tenants)] of the total monthly rent for each month in which rent is owed.

13. **Subletting:** Tenants shall not sublet the entire premises or any part of the premises, without first obtaining the Owner's written permission. Owner shall not withhold permission unreasonably. Sublessees must fill out a rental application.

14. **Pets:** No pets are permitted at any time on the premises. Tenants may not "pet-sit" for friends' pets, nor are visitors allowed into the unit with pets. No pets are permitted inside the unit at all, for any amount of time, for the total lease term. Violation of this policy constitutes a breach of the lease and, in addition, requires a "cleaning and disinfecting" payment of \$300 for each violation. Fish are permitted, if tank is less than 10 gallons. Fish are the only exception to our policy (no animals of any kind permitted on the premises).

15. **Structural Changes:** Tenants shall not install equipment, waterbeds, or make alterations, additions, or improvements to the physical structure of the premises without written consent of the Owner. In addition, Tenants shall not change the locks on any door or mailbox. Except as provided by law, Tenants agree not to alter or decorate (i.e., painting, wallpapering, or exterior Christmas decorating) their dwelling without first obtaining Owner's written permission. Tenants shall not put nails, staples, or screws into the wood trim. Tenants shall not hang banners, posters (whether advertising or political), sheets, plastic, or other artwork in windows or on the front surface of the property. Roofs of porches, garages, or the main house are not patios, and may not be walked on or used for sunbathing, as damage can occur to the fragile shingles.

16. **Appliances:** Owner will provide the following appliances: dishwasher, clothes washer, clothes dryer, garbage disposal, range, refrigerator, and microwave oven.

17. **Furnace:** At no time during cold weather shall the furnace be turned off. This is to prevent damage to water pipes and premises. Failure to comply with this requirement constitutes a breach of the lease. In addition to the breach, tenants must pay for any damage in the month such damage occurs.

18. **Vehicles/Parking:** Tenants shall not park their vehicles, boats, recreational trailers, utility trailers, or motorcycles in the grass.

19. **Building Problems and Property Damage:** Tenants agree to notify Owner immediately upon discovering any signs of serious building or maintenance problems. Upon being notified by Tenants that there is some building defect, which is hazardous to life, health, or safety, Owner shall undertake repairs in a timely fashion.

Tenants and guests or invitees will not use the premises or adjacent areas in such a way as to cause damages to the property, beyond that of normal wear and tear. Some examples:

a. Lawn games: Damage to the grass due to repetitive outdoor games such as beanbag toss games shall be repaired by the tenants or will be repaired by the Owner and charged back to tenants through the security deposit. Horseshoes is forbidden due, not only to the damage to the lawn, but mostly due to the risk of property damage or injury from the horseshoes flying or bouncing. Failure to comply with this requirement constitutes a breach of the lease. In addition to the breach, tenants must pay for any damage in the month such damage occurs.

b. **Darts:** Tenants shall not use steel-tipped darts in an area bounded by refinished wood floors, since bounced darts damage the wood surface irreparably, unless suitable Owner-approved protection for the floor is provided.

c. **Kegs:** We strongly discourage the use of beer kegs, because keg parties often result in damage to our rental units, and because handling of kegs has damaged tile floors and tubs. If you use kegs, any resulting damage must be paid for immediately, up to and including replacement of tubs or tile if necessary. Empty kegs must be returned or disposed of in a timely fashion.

d. **Smoking:** Since smoking is dangerous (potentially causing loss of life, as well as fire damage) and since the odor is absorbed by walls, floors, etc, we do not allow smoking inside the dwelling

e. **Candles:** Since many house fires are caused by unwise use of candles, no lit candles are to be used. Small candles are permitted when someone is present (dinner table, birthday cake). Electric candles are fine.

f. To prevent accidental fires tenants should not use auxiliary heaters.

Tenants agree to notify Owner immediately upon discovering or causing damage to the property. Owner will repair defects or damage in a manner consistent with the urgency of said damage.

20. **Trash/Litter:** Tenants agree to dispose of their trash according to city of Columbus trash collection rules. Failure of Tenants to place garbage and refuse in the provided dumpsters or garbage containers shall be a violation of this lease. Tenants at our 2074 and 2078 Summit properties must store garbage containers in the back of the house. All recycle containers shall be stored in the back of the properties. Tenants are also obligated to maintain the exterior premises in a litter-free condition. Failure to do so shall be deemed a violation of this lease. In addition, owner may elect to clean up litter and charge tenants accordingly, after giving 24 hours notice. These charges may include mileage charges and labor at \$25/hr.

Should Owner incur damages as a result of Tenants' failure to meet these obligations, ensuing damages will be deducted accordingly from Tenants' security deposit or will be obtained through judicial means.

21. **Access:** Owner reserves the right to construct property improvements above or below the ground anywhere on the premises so long as they conform to all building codes. Owner recognizes that Tenants have a right to privacy and wishes to observe that right scrupulously. At certain times, however, Owner, its employees, or agents may have to gain access to the Tenant's dwelling for purposes of showing it to prospective tenants, purchasers, lenders, or others, or for repairs, alterations, improvements, inspections, or maintenance. When seeking access under ordinary circumstances, Owner will schedule entry between the hours of 8:00 AM and 8:00PM, and Owner will provide Tenants reasonable notice of twenty-four hours, or less than twenty-four hours notice with Tenant's concurrence. In emergencies, there will be no notice.

22. **Use of Premises:** Tenants are entitled to the quiet enjoyment of their own dwelling, and their neighbors are entitled to the same. Tenants agree that they will refrain from making loud noises and disturbances, including loud music. Tenants also agree that they will not engage in any illegal activities on the premises, nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities. Tenants shall keep the premises in a clean and sanitary condition. Tenants agree to use the premises as their personal residence, and shall not conduct any business on the premises without first obtaining Owner's written permission.

Hardwood floors have been sanded and refinished. To reduce wear and tear, tenants are required to cover at least 40% of the exposed wood with throw rugs or similar, provided by the tenants. Only exterior-use furniture (NO UPHOLSTERED FURNITURE) is allowed on porches or decks of the premises.

Tenants are responsible for removal of ice/snow around the premises. Owner will mow lawn.

23. **Insurance:** Owner has obtained insurance to cover the building itself and liability. This insurance policy does not cover any of the contents. Tenants are encouraged to obtain a Tenant's insurance policy to cover damage to or loss of their own possessions. Tenants agree that they will do nothing to the premises nor keep anything on the premises which will result in an increase in the Owner's insurance policy, neither will they allow anyone else to do so.

24. **Fire or Casualty Damage:** During any time when the dwelling cannot be used because of fire or casualty damage, Tenants are not responsible for payment of rent. Should a portion of the dwelling become unusable due to fire or casualty damage, Tenants are not responsible for payment of rent on that portion. In either case, Owner reserves the right to decide whether the dwelling is usable and what portions are usable. Owner is not responsible for repairing or replacing any improvements made by Tenants if those improvements are damaged. Should the fire or casualty damage have been caused by Tenants' own action or neglect, they shall not be relieved of the responsibility for payment of rent, and they shall also bear the full responsibility for repair of the damage.

25. **Changes and Modifications:** This Agreement may be modified upon written approval of both Tenants and Owner. Any such modifications shall be attached to this Agreement, and incorporated into it.

26. **Possession:** Owner shall endeavor to deliver possession to Tenants by the commencement date of this Agreement. Should Owner be unable to do so, they shall not be held liable for any damages Tenants suffer as a consequence, nor shall this Agreement be considered void so long as Owners are able to deliver possession within ten (10) days following the commencement date. Tenants' responsibility to pay rent shall begin when they receive possession.

27. **Illegal Provisions Not Affecting Legal Provisions:** Whatever item in this Agreement is found to be contrary to any local, state, or federal law shall be considered null and void, as if it had never appeared in the Agreement, and it shall not affect the validity of any other item in the Agreement.

28. **Non-Waiver:** Should either Owner or Tenants waive their rights to enforce any breach of this Agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Owner may know when accepting rent that Tenants are violating one or more of this Agreement's conditions, Owner in accepting the rent is in no way waiving its rights to enforce the breach. Neither Owner nor Tenants shall have waived their rights to enforce any breach unless they agree to a waiver in writing.

29. **References in Wording:** Plural references made to the parties involved in this Agreement may also be singular, and singular references may be plural. These references also apply to Owners' and Tenants' heirs, executors, administrators, or successors, as the case may be.

30. **Application Part of Agreement:** The rental application Tenants submitted to rent this dwelling forms a part of this Agreement. Falsified information on the application shall be considered a breach of this Agreement.

31. **Entire Agreement:** As written, this Agreement constitutes the entire agreement between the Tenants and Owner. They have made no further promises of any kind to one another, nor have they reached any other understandings, either verbal or written.

32. **Consequences:** Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code.

[Re: Property: _____]

Tenants hereby acknowledge that they have read this Agreement, understand it, and will be legally bound by its terms and conditions upon signing below. A copy of this Agreement will be provided to Tenants upon receipt of all of their signatures. Lease becomes effective after Owner signs.

Type of lease: (Check one) New Renewal

If this is a lease renewal, existing security deposits will carry over into the following rental year (the period of this lease).

Stirling Properties of Ohio, LLC
6222 Arapahoe Pl.
Dublin, OH 43017
(614) 519-6543

BY Person authorized to represent Owner

Date: _____
(Owner to enter this date on line 1, p. 1)

Tenant #1

Date: _____

Guarantor for tenant #1

Date: _____

Tenant #2

Date: _____

Guarantor for tenant #2

Date: _____

Tenant #3

Date: _____

Guarantor for tenant #3

Date: _____

Tenant #4

Date: _____

Guarantor for tenant #4

Date: _____

Tenant #5

Date: _____

Guarantor for tenant #5

Date: _____

-ADDENDUM-

Re: Property at _____

Receipt:

Stirling Properties of Ohio, LLC acknowledges receipt of \$ _____ security deposit for rental property at _____, Columbus, OH. Received from: _____

member, Stirling Properties of Ohio, LLC date: _____

Receipt:

Stirling Properties of Ohio, LLC acknowledges receipt of \$ _____ security deposit for rental property at _____, Columbus, OH. Received from: _____

member, Stirling Properties of Ohio, LLC date: _____

Receipt:

Stirling Properties of Ohio, LLC acknowledges receipt of \$ _____ security deposit for rental property at _____, Columbus, OH. Received from: _____

member, Stirling Properties of Ohio, LLC date: _____

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