**Example Residential Rental Contract**

**Important Contact Information:**

Chris Pyle donkeypyle@gmail.com

Angie Pyle 740 315-8791 angie@donkeycoffee.com

This lease agreement is made effective as of , between Donkey Apartments and the following named individuals:

1. 3.

2. 4.

Hereinafter collectively referred to as “Tenant”, whether one or more than one.

The Landlord hereby agrees to lease to the Tenants, and the Tenants hereby agree to lease from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

**Leased Premises:** The Leased Premises are those premises described as 17 W Washington St. Apt 201, 202, 203 & 204, Athens OH 45701, Donkey Apartments.

**Occupants:** Tenant acknowledges and agrees that Landlord is permitted to have four occupants reside in the rental unit, per Athens City Code Enforcement Office, where applicable. The rental unit is leased to individuals named above, and no other permanent occupants of the premises shall be permitted under the terms of this agreement. Weekend guest may be permitted to stay at the premises, but guests may not stay at the rental unit for any period in excess of three successive nights. If any Code Enforcement Officer or other governmental agency requires a reduction in the number of occupants at the subject premises during the term of this Lease, Landlord shall not be responsible to Tenants for damages, other than a pro-ration of rent for the reduced occupancy of the premises.

**Term:** Term of the Lease shall be for a term beginning **Saturday, To Be Determined** (one week after graduation day) and ending on graduation day, **Saturday, To Be Determined** at 11:59 p.m., graduation day. It is a 12 month lease.

**Lease Payments:** Rent shall be paid in equal monthly installments of **$ xxx.xx** per tenant. Payments

shall be made in advance of each month on the 25th day for the following month. For example,

August’s rent is due by July 25th. The final payment will be due by **March 25th for April**. Tenant

shall pay a late fee equal to $10.00 per day, beginning the day after the due date for each monthly

payment, which is the 25th of each month.

Lease payments shall be made to **White Kite Apartments,** and may be placed in the black mailbox at the top of the stairs on the second floor of Donkey Coffee and Espresso. Do not place cash in this box.

**Joint and Several Obligation:** If one or more Tenants breaks this Lease, the obligations of all Tenants shall be joint and several with each Tenant assuming full liability for each and every obligation under this Agreement. If one or more Tenants breaks the lease by moving out of the apartment for any reason whether emergency or non, all remaining tenants shall assume full liability for each and every obligation under this Agreement.

**Security Deposit:** Each Tenant agrees to pay **$ xxx.xx** at the time of the signing of the Lease to secure the Leased Premises in agreement to comply with all terms and conditions of the Lease. Landlord will return the security deposit within 30 days after the date that the Tenant delivers possession of the Leased Premises if: tenant has returned keys and provided a current forwarding address. If Tenant does not fully comply with the terms of the Lease, Landlord may use the security deposit to pay amounts owed by Tenant, including damages beyond normal wear and tear, broken windows, damages to walls, cleaning and/or repairing of appliances, and other damages.

If one or more tenant wants out of the lease and replacement tenants are found and a new contract signed by those new tenants, an 8% processing fee will apply and a portion of the original tenants’ security deposit withheld.

**Late Payments:** Tenant shall pay a **late fee equal to $10.00 per day**, beginning the day after the due date for each monthly payment, which is the 25th of each month. The postmark on the envelope containing the rent check establishes the legal date of payment. If rent is due on a day that the Post Office is closed, the next available business mailing day shall constitute the rent due date.

The late fee will be payable at the end of the Lease from the security deposit if it is not paid with the late rent for that month. For example, if rent is paid on May 31st, the late fee would be $60.00. Tenant must contact Landlord prior to rent due date if Tenant suspects he/she will not be able to make the rent payment on time.

**Possession:** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. Tenant agrees that it is imperative to remove themselves and all their belongings from the premises by midnight of the last day of this lease so that future Tenants may move in on time. Failure to do so will result in forfeit of security deposit.

**Holdover:** If Tenant maintains possession of the Premises for any period after the termination of this Lease (“Holdover Period”), Tenant shall pay to the Landlord a lease payment for the Holdover Period equal to 200.00% of the normal payment rate set forth in the Lease Payments paragraph. Such holdover shall constitute a month to month extension of this Lease and each party shall have the right to terminate the Lease by giving at least one month’s prior written notice to the other party.

**Use of Premises/Absences:** Tenant shall occupy and use the Premises as a dwelling unit and not as a business. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**Assignment/Subletting Restrictions:** Tenant may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord. Any assignment, sublease, or other purported license to use the Leased Premises by Tenant without the Landlord’s consent shall be void and shall, at the Landlord’s option, terminate this Lease. Subleaser must fill out Landlord’s rental application. Tenant agrees to be responsible for any and all damages caused by subleaser.

**Default/Abandonment:** If Tenant defaults in the payment of rent or any other term or condition of this Lease, Landlord may give Tenant written notice to cure such default. If Tenant fails to cure such default within 30 days of receiving notice, Landlord may elect to terminate the Lease, re-enter the Leased Premises and remove the Tenant, all other occupants and their possessions, and any costs incurred by Landlord in enforcing these rights shall be deemed additional rent, including reasonable attorney fees and expenses.

 If Tenant abandons or vacates the Leased Premises during the Term of the lease, Landlord may elect to re-enter the premises without liability for prosecution of owing damages to Tenant, and, at Landlord’s option, re-let the Leased Premises. If Landlord elects not to re-let the Leased Premises,

Tenant shall be liable for the remainder of the rent due under the Lease until its expiration. If Landlord re-lets the Leased Premises but is unable to Re-let the Leased Premises for as much rent as would have been paid by Tenant during the period between Tenant’s abandonment and the end of the Term, Tenant shall be liable to Landlord for the difference. Landlord may also dispose of any property left by Tenant after abandonment without liability and apply the proceeds to reduce such difference.

**Legal Fees.** If Landlord is successful in a legal action or proceeding between Landlord and Tenant relating to the non-payment of rent or recovery of possession of the Leased Premises, Landlord may, to the extent legally available, recover reasonable legal fees and costs from Tenant.

**Keys:** Landlord shall provide one key for each Tenant, which shall be returned to Landlord at final walk-through inspection at the end of Lease Term. In the event that Tenant is locked out of Premises and Landlord is required to provide access to the Premises for the Tenant, a **$40.00** service charge due immediately shall apply. If Tenant loses the key and the Landlord chooses to replace the lock, the Tenant shall pay the locksmith fee.

**Utilities:** Tenant is responsible for all utilities consumed on Leased Premises. Thermostat for heat shall be set so as the ambient temperature does not fall below 60 degrees F. Repair costs that are the result of frozen water pipes due to inadequately heated Premises are the responsibility of the Tenant, and may be deducted from the Security deposit. Tenant is not permitted to use/install window air conditioning units without express written permission of Landlord.

 The city of Athens sends out utility bills to each address addressed to occupant. Tenants agree to pay for these charged during the entire term of the lease on a pro rate basis. The final water bill will be automatically deducted from the security deposits.

 Tenant agrees **not** to use Donkey Coffee and Espresso’s wireless internet service. Tenant shall be responsible for purchasing internet service for their apartment use.

**Pets:** No pets are allowed without express written permission from Landlord including any creature in an aquarium.

**Condition at Occupancy, Damages and Repairs to Property:** Prior to occupancy of premises, Landlord and Tenant shall perform a walkthrough of the Premises in order to perform an inspection of condition. The results of this inspection shall be recorded on the “Tenant Move-In Sheet”, and both Landlord and Tenant shall acknowledge the unit’s condition at possession by signature. Tenants shall pay for all repairs to the premises and appliances that are necessary because of Tenant’s negligence or abuse, and the cost of said repairs shall be paid by Tenants within fourteen days of the day Tenants receive an invoice or bill from Landlord.

 Landlord shall not be liable for damages caused by Tenants or Tenants’ guests, but Landlord shall make repairs caused by normal wear and tear. Landlord shall not be liable for personal injury or property damage resulting from any activity or occupancy of the rental unit. Tenants shall report any necessary repair or damage to Landlord **within twelve hours** of discovering same, and the Landlord will make the necessary repairs within a reasonable period of time after Tenants give written notice of the need for such repairs. Tenants shall not repair or have repairs made for any damages without Landlord’s consent.

 In the event of a **break-in, Tenant is required to notify Landlord and file a police report at the time of discovering the break-in.** Landlord is not responsible for damages due to break-ins if a police report was not filed for the event and any repairs of damages will be charged to Tenants and withheld from the security deposits.

**Specific Damages:** In the experience of the Landlord, specific damages may occur with regularity and Tenants agree to the following minimum charges for such damages: **$20.00 for failure to return key at the end of Lease term; $65.00 for refrigerator left unclean; $65.00 for oven cleaning; $35.00 per trip removing trash/debris left in unit; $75.00 for couch / furniture removal per item; $40.00 per hour for any other cleaning of premises beyond normal wear and tear which is up to the Landlord’s discretion. This includes filling and repairing holes left from nails or screws other than picture hangers and also includes removing tape from walls. Tenants agree to leave the apartment in the same condition the apartment was in at the beginning of the lease.**

**Partial or Total Destruction of Leased Premises:** If the Leased Premises are partially damaged or completely destroyed by a fire or other occurrence that is not caused by Tenant’s negligence or willful act (or the negligence of Tenant’s family, or guest,) Landlord may elect to: 1) rebuild or repair the Leased Premises during the period of untenantability and abate the rent proportionally for this period; or 2) not repair or rebuild the Leased Premises, terminate the lease and prorate the rent up to the time of the damage.

**Care and Use of Premises During Lease Term:** Tenants will maintain the rental unit and the appliances in the unit in good, clean condition.

 Tenants will not change locks on any doors including bedroom doors unless arrangements are made to utilize locksmith designated by Landlord. Any such lock will be forfeited to the property owner at termination of Lease.

Tenants shall refrain from permitting loud noise, or other activities, which would interfere with neighbor’s enjoyment of their property. Loud parties and the playing of televisions, radios, or other sound equipment, in a manner disturbing other individuals in the neighborhood and adjoining apartments shall be prohibited. Moreover, Tenants shall control any parties, or other social activities, at the rental unit, and Tenants acknowledge they are jointly and severally responsible for any damages caused to the rental unit as a result of their social activities.

Among other rules and regulations, there shall be **no bricks, concrete blocks, or construction materials** kept in the aforesaid premises. If any pets are seen or found on the premises, the Tenant will be notified in writing to vacate. No rent or deposits will be refunded.

Due to the high risk of fire, and permanent damage to carpet from dripping wax, there is to be no candle burning on the premises. Animal urine or hair and/or wax on the carpet will result in replacement of any carpet and Tenants will be charged accordingly.

A high number of fires in student housing across the country have been due to faulty extension cords and overloaded receptacles. For this reason it is **against Athens City Code to use an extension cord or any device that increases the number of outlets on a receptacle that does not have a built in surge protector**. It is agreed that any regular extension cords or outlet extending devices will be confiscated by Landlord. Don’t use small, thin brown or white extension chords.

Thermostats must be maintained at 60 degrees F or higher during winter months to prevent pipes from freezing. Further, there shall not be any upholstered furniture, hibachis, or any other cooking apparatuses allowed in apartment or porch. If at any time tenants are warned to remove upholstered furniture, or any items previously mentioned and do not, they will be hauled away at the Tenant’s expense.

There shall be no waterbeds or other structures that may cause the Premises damage. All carpets, floors, walls, bathroom and kitchen fixtures, stoves, refrigerators, and other features and fixtures of the Premises shall be kept clean and sanitary. Tenants agree to remove all trash and rubbish from said Premises on a weekly basis, and Tenants shall keep the Premises free of debris.

Tenants **shall not paint** any of the aforesaid Premises without the prior written consent of the Landlord. Further, Tenants **shall not use nails or screws** of any kind on walls. Tenants **may not use tape on the walls, or place any hangings on the wall, which may damage the plaster, or surface coating of the walls. Tenants may mount items using Command brand hooks, picture hangers or poster mounts.** Failure to keep and observe all the above rules constitutes a breach of the terms of this Lease.

Tenant must not do anything that increases the Landlord’s insurance premium.

**No community door or front doors to individual apartments may be propped open** with the exception of move in and move out days. Tenants are responsible for any damage to the premises due to any doors left open. A fee shall apply and will be withheld from Tenants’ security deposits if Landlord has to close the community door in the alley at a rate of **$.63 per time Landlord must close the door.** ($10.00 per time door must be closed divided by the 16 tenants in all four apts.)

All tenants of White Kite Apartments are **jointly responsible for keeping common, shared areas clean and free from debris.** These areas are the laundry room, the hallway to the laundry room and the staircase to the laundry room. Any repairs, maintenance, or cleaning required in these areas that are due to misuse or neglect will be charged to the tenants’ security deposits at the end of the lease period.

 Tenants agree not to put any feminine sanitary products, including tampons, in the plumbing due to the antiquity of the Athens city sewer system. Tenants agree to use hair traps in the bath tubs to keep hair from going down the drain and clogging it. Charges for clearing sewer lines and toilet repair due to ANY improper disposal will be billed to the tenants jointly.

**Smoking:** There shall be no smoking inside any part of 17 W Washington Apartments 201, 202, 203 and 204. If cigarette butts are found on either staircase of the apartments or in the alley beside the apartments at any time during the lease, **Landlord may charge Tenants $1.25 per tenant each time Landlord must sweep up after Tenants.** (This is 1/16 of $20.00)

**Property Insurance:** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord’s insurance does not protect tenant’s personal property.

**Rental Application.** In the event the Tenant has submitted a Rental Application in connection with this Lease, he/she acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease, and Tenant warrants to Landlord that the facts stated in the Application are true to the best of his/her knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy immediately and to collect from the Tenant any damages, including reasonable attorney fees resulting there from.

**Maintenance:** Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitation. Tenants shall email all maintenance requests to **chrispylepyle@gmail.com or angie@donkeycoffee.com**. Landlord and maintenance personnel do not need permission from tenants to enter premises to provide requested maintenance. The emailed request serves as permission to enter premises to address the problem, whether or not tenants respond.

**Pest Control:** Landlord shall have the responsibility to maintain the Premises in regard to pests. Tenants shall inform landlord within 24 hours of seeing any kinds of pests such as mice, roaches, ants, etc. Landlord contracts with Terminix to spray inside and outside of all apartments once per month and tenants agree to allow Terminix representative to enter apartment whether or not anyone is home in order to do pest control spraying.

**Habitability:** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant’s opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

**Cumulative Rights:** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**Non-Sufficient Funds:** Tenant shall be **charged $25.00** for each check that is returned to Landlord for lack of sufficient funds. If a returned check results in a late payment, the Late Payment provisions shall apply.

**Access by Landlord to Premises:** Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers at reasonable times. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant’s consent.

**Notice:** If you are not renewing your lease, Landlord may show your apartment/house by providing 24 hours notice; permission of tenant is not required.

**Dangerous Materials:** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**Notice:** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**White Kite Apartments Ltd.**

**17 W Washington St.**

**Athens, OH 45701**

**Tenant Contact Information:** See applications on file

 It is Tenants’ responsibility to notify Landlord immediately of any changes in their contact information.

**Additional Terms and Conditions:** Landlord may operate business *Donkey Coffee and Espresso* freely. Landlord need not inform tenant of use of business and Tenant understands that Landlord and other authorized employees, contracted laborers, sound engineers, musicians and other artists will be in Donkey Coffee at any time. This includes the use of Donkey Coffee for performances at any time of day that may be heard in the leased apartments.

**Mail:** Donkey Coffee will not accept mail or packages for Tenants.

**Quiet Enjoyment.** If Tenant promptly pays the rent and obeys all of the terms of this Lease, the Tenant may remain in and use the Leased Premises without interference by Landlord.

**Governing Law:** This Lease shall be construed in accordance with the laws of the State of Ohio.

**Subordination.** This Lease, and the Tenant’s hold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.

**Entire Agreement/Amendment:** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**Severability:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Parking:** Parking is available on a first come first serve basis. Written notification of Tenant’s need for parking must be submitted to Landlord on the Lease application. Those who need a parking space must fill out and sign the parking contract. **Parking is $90.00 per month** from **May 2019-May 2020** and is not included in the monthly rent. Checks for parking are due on the same day rent is due. Tenant shall pay a late fee equal to $5.00 per day, beginning the day after the due date for each monthly payment, that is, the 25th of each month.

**Extermination and infestation of pests and rodents:**

1. Tenants agree that prior to moving any personal property into the leased premises they will inspect the residence for any pests and / or rodents. If any pests and / or rodents are located, Tenants agree to immediately notify Landlord of this issue. So long as Tenants have not moved any personal property into the leased premises, Landlord will be responsible for pest control costs. If Tenants do not notify Landlord of any issues and proceed to move their personal property into the residence, Tenants agree that property was not infested with pests and / or rodents prior to Tenants’ occupation.
2. Extermination / Infestation during Tenants’ Occupation
3. During the terms of the Lease, Landlord agrees to provide adequate pest control to treat general pests, including, but not limited to ants, bees, spiders, rodents, and roaches. If the infestation was attributable to the conduct of the Tenants and / or their guests, then Tenants shall be responsible for reimbursing Landlord for the costs of the extermination of these pests. It is a breach of the Lease for Tenants to fair to remit this payment within 7 days of receiving the bill from Landlord. Under such circumstances, Landlord shall have the right to initiate eviction proceedings against the Tenants and / or sue the Tenants to recover the above mentioned expenses.
4. Subject to any notice provided in accordance with paragraph 1, prior to the Tenants taking possession, the leased premises was free of any bed bug infestation. If an infestation of bed bugs occurs during the term of the Lease, the infestation will be attributed to the conduct of the Tenants. While it will be the Landlord’s responsibility to eradicate such an infestation, Tenants agree to reimburse Landlord, within 7 days of Tenants receiving the bill for the costs of all services paid to treat the bed bugs along with any additional expenses incurred as a result of the infestation. It is a material breach of the Lease for Tenants to fail to remit this payment within this 7 day period. Under such circumstances, Landlord shall have the right to initiate eviction proceedings against the Tenants and / or sue the Tenants to recover the above mentioned expenses.
5. Tenant agrees to cooperate with Landlord in all extermination procedures, preparation requirements, steps needed to sanitize the leased premises, or any other requests made by the pest control company. Should an infestation occur, Tenants authorize Landlord and / or the pest control company to enter the leased premises to perform any necessary treatment. Landlord shall provide Tenants with at least 24 hours notice prior to entering the leased premises. Tenants’ failure to cooperate constitutes a material breach of the Lease.
6. Tenant agrees that under no circumstances shall Landlord be liable for damages caused by a bed bug infestation, regardless of whether the nature of the damages are compensatory, incidental, consequential, punitive, or statutory. Additionally, Landlord shall have no liability for damages caused to furniture, bedding, clothes, or any other personal property. Nor shall Landlord be liable for any medical expenses or medication expenses that may be required by Tenants and / or Tenants’ guests.
7. In the event that Tenants proximately caused an infestation of other rental units, Tenants shall bear the full costs of treatment for all units, and shall indemnify and reimburse Landlord for any and all such costs advanced, or otherwise incurred. It is a material breach of the Lease for Tenants to fail to remit this payment within 7 days of Tenants’ receipt of the bill.
8. If Tenants fail to provide reimbursement of the aforementioned costs for treating bed bugs, or for any other infestation of pests caused by the conduct of Tenants, then Tenants expressly authorize Landlord to apply their security deposit towards the aforementioned costs. Such an application of the security deposit shall not limit Landlord’s right to seek the recovery of additional damages from the Tenants’ and / or initiate the eviction proceeding.

**Landlord: White Kite Apartments, Ltd./Donkey Apartments**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:**

 **Angie Pyle, Manager**

**Tenant: Date:**

**Tenant: Date:**

**Tenant: Date:**

**Tenant: Date:**