

## Rental Contract

28 Johnson St / Dayton, OH 45410

This is a rental contract for 28 Johnson St, which has been prepared by the owner, Ian Dunn, for the tenant, [name]. When the pronouns *I* and *me* are used, they refer to the owner. When the pronouns *you* and *your* are used, they refer to the tenant.

This lease is for [x] months, starting on [date] and ending on [date]. At that point it will automatically renew on a month-to-month basis, unless one of us has told the other that they don't want to renew it. You can choose to move out before the lease's initial, fixed-month term has ended, but I'll need you to pay for the two months after you move out so that I have enough time to fix up the apartment and find a new tenant without losing the rent that I had planned on receiving from you. If it isn't going to be renewed, you'll need to move out by the last day of the lease.

**Rent:** The monthly rent is \$500, and I won't raise it during the initial, fixed-month period, although I may during the month-to-month period, or before renewing the lease. Rent is due on the first of the month. There's a 7 day grace period, but after that I'll have to charge you an initial \$30 late fee, and then \$25 for each additional two weeks that it's not paid. If you don't think you'll be able to pay on time, let me know as soon as possible so that we can work something out. You can pay in cash or with a check. If your check bounces I'll charge you \$15 to recoup the fine that my bank will charge me. If you bounce several checks then I might ask you to pay with certified checks in the future. You can put the rent in an envelope in my mailbox, or give it to me directly.

**Utilities:** Gas/heat and water/trash are included in the rent, but you'll need to pay for the downstairs electric bill, and for any additional utilities that you'd like, such as phone, cable or Internet access.

**Security Deposit:** The security deposit is \$500, and I'll return it to you at the end of the lease, minus any unpaid rent and any expenses required to return the apartment to the condition it was in before you moved in. It can't be used in lieu of any month's rent, because that would defeat the purpose.

**Noise:** I'm a big fan of sleep, so please make sure any noises from TVs, dogs, wild hot sex, etc are at a reasonably quiet level after 11pm and before 7am, and I'll do the same. They shouldn't be louder than a normal speaking voice, which is about 65 decibels.

**Smoking:** Smoke stains the walls and makes the both the downstairs and upstairs smell bad, so please don't smoke or allow any of your guests to smoke in the house.

**Pets:** Pets are allowed on a case by case basis. See the Pet Policy and Pet Agreement for full details.

**Maintenance/Repairs:** I'll make any needed repairs within a reasonable timeframe. You'll need to make a reasonable effort to prevent damage to the apartment, and will have to pay for any damage that you or your guests cause. You're responsible for basic routine maintenance inside the apartment, like replacing lightbulbs and smoke detector batteries, unclogging drains, etc. Please talk to me before making any modifications to the house, like installing shelving or a satellite dish, drilling holes for cables, etc. I'll mow the lawn and rake the leaves, but I can lower the rent a bit if you'd like to do that instead. I'll take care of shoveling snow and salting ice in the shared areas, mainly the front sidewalk and entrance. If you want the porches or the back sidewalk shoveled then you'll need to do that. I can't be responsible if you're injured because of snow/ice in those areas.

**Right to Enter:** I'll respect your privacy and space, but can enter the apartment for maintenance, emergencies and to access the basement. I'll schedule any maintenance or basement access with you.

**Miscellaneous:**

- Because the house is in a historic district, you can't put a window air conditioner unit in windows that face the street.
- I'll need to approve any additional tenants who you'd like to have move in, or anyone you want to sublet the apartment to.
- Please keep the apartment in a reasonably clean and tasteful condition.
- The refrigerator, stove and blinds came with the apartment and need to stay when you move out.
- Please don't park on the lawn.
- The basement and backyard are shared areas.
- If you leave any property in the apartment after the lease is up, I'll assume that you don't want it and will throw it away, give it away, etc.

**Lead-Based Paint Disclosure:** The house was built before 1978, so it may contain lead-based paint, which can be hazardous to children younger than 6 years old. If you're interested, I can give you a copy of the EPA brochure, *Protect Your Family From Lead in Your Home*.

**Liability:** I'm not responsible for any injuries to you or your guests, or for damage to your property or your guest's property, unless I was the direct cause or was negligent in some significant way.

**Insurance:** My homeowner's insurance doesn't cover your property, so you may want to consider getting renter's insurance if you want it to be covered.

<b>ADDITIONAL COMMENTS</b>

<b>TENANT SIGNATURE</b>	<b>DATE</b>
<b>OWNER SIGNATURE</b>	<b>DATE</b>