

Rental Contract

26 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, _____. 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.

The lease will cover 6 months, starting on _____ and ending on _____. At that point it will automatically renew on a month-to-month basis, unless one of us has given the other 30 days notice that they don't want to renew it.

If you'd like to move out before the lease's initial, fixed-month term has ended, then 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 rent is \$650 per month (\$550 base rent plus \$100 utilities), and is due on the first of the month. Payments are made online via Venmo or PopMoney, and due on the 1st of the month. The first month's rent will be prorated so that you're only charged for the number of days that you're living in the apartment.

There's a 7 day grace period for late payments, but after that I'll have to charge you an initial \$30 late fee, and then \$30 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, and I'll try to work with you.

I won't raise the rent during the initial, fixed-month period, but I may during the month-to-month period, or before renewing the lease. Property taxes, utility bills, etc change over time, so every once in awhile the rent needs to be adjusted, but my goal is to set it at a price that's fair to both of us. I'll give you 30 days notice before any increases. If you request something that adds to my monthly expenses (like a security system), then the cost of that will also be added into the rent.

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

Security Deposit: The security deposit is equal to one month's base rent, 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.

Living Conditions: I'll make sure the apartment is clean and safe before you move in. If you discover any significant health or safety issues within the first 30 days of the lease, you can choose to move out without any penalty for breaking the lease early. If that happened, I would prorate the first month's rent and return the unused portion, along with your security deposit (minus any costs associated with returning the apartment to the condition it was in before you moved in).

It's your responsibility to make sure that the apartment stays in the same condition it was in when you moved in, which includes keeping it clean and notifying me of any repairs that need to be made.

Noise: The house is a duplex, so please make sure any noise from TVs, dogs, etc are reasonably quiet after 10pm and before 7am. If it's louder than a quiet speaking voice (about 50 decibels) then it can probably be heard in the other unit at night.

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

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

Maintenance/Repairs: I'll make any needed repairs within a reasonable timeframe. You'll be responsible for basic routine maintenance inside the apartment, like replacing light bulbs and smoke detector batteries, unclogging drains, etc. You'll also need to place a tarp (which is already at the house) over the deck during the winter to prevent ice from forming on the patio beneath it.

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. Please talk to me before making any modifications to the house, like installing shelving or a satellite dish, drilling holes for cables, etc.

Lawn/Snow: I'll hire someone to mow the lawn and rake the leaves. You're responsible for de-icing any walkways that you or your guests use. I can't be responsible if you or your guests are injured because of ice that you didn't remove.

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

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. I can give you a copy of the EPA brochure, *Protect Your Family From Lead in Your Home* if you want to know more.

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.

Miscellaneous:

- City guidelines for historic districts don't allow window air conditioner units 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 following items came with the apartment and need to stay when you move out: Refrigerator, stove, blinds, window air conditioner, fire extinguisher, escape rope ladder, stairwell coat hanger, smoke detector, carbon monoxide detector, mouse deterrent devices.
- 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.

ADDITIONAL COMMENTS

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TENANT SIGNATURE

DATE

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OWNER SIGNATURE

DATE

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