

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of _____, 20_____, by and between Ravine Ridge Apartments, LLC, hereinafter referred to as "Landlord" and:

1. _____, 2. _____

3. _____, 4. _____

hereinafter referred to as "Tenant".

WITNESSETH, that Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant does hereby rent the following described premises, situated in the City of Columbus, County of Franklin, State of Ohio and Known as _____ Apartment _____.

Tenant agrees to occupy the premises for a term to commence on the _____ day of _____, 20_____, and end on the _____ day of _____ 20 _____. Total rent to be paid for the period \$_____. Tenant agrees to pay the total rent, without request, in _____ equal payments of \$_____ by 5:00 P.M on or before the _____ day of each and every month. Rents (and a security deposit hereinafter provided for) are to be paid in full to Ravine Ridge Apartments, LLC at such place as shall be designated by Landlord. The representations made on the rental application are made to induce the Landlord to enter into this lease agreement.

1. PAYMENTS Tenant agrees to pay the stipulated rent in full, in advance, and agrees further that the acceptance by Landlord of rental payments after the due date shall in no manner constitute a waiver of Landlord's rights in the event of Tenant's failure to make rental payments as herein prescribed and agreed, nor may it be considered as any change or modification in the date on which the Tenant is required to pay the rent. Tenant agrees to pay a fifty (\$50.00) dollar late charge on any rent received (not post-marked) by the Landlord after 5:00 P.M. the _____ day of the month. Payments made by checks must upon presentation to the bank upon which said check is drawn be honored; otherwise, the payment shall be considered to be in default. In the event of such default Tenant shall immediately make such payments good by delivering to Landlord the rent due. On any check refused by the Tenant's bank, there will be an additional forty (\$40.00) dollar charge. Payments received are to be first applied to the payment of any damages due, then to any late charges due, then to any delinquent rent due, and the balance to the current rent due. Tenant agrees to pay security deposit and first and last rent payments prior to occupancy. Payments at "move in" must be in cash, cashier's check or money order. Personal checks will not be accepted at "move in".

2. OCCUPANCY Tenant agrees that the premises will be used for residential purposes only, and will be occupied only by the undersigned tenants and the premises will not be used or allowed to be used for any unlawful or immoral purposes, nor for any purposes deemed hazardous by Landlord or Landlord's insurance company because of fire or other risk. Tenant will conform with and obey laws, ordinances, rules, regulations, requirements, and orders of all governmental agencies or subdivisions having jurisdiction of the said premises and the use and occupancy thereof. Tenant shall comply with all provisions of Ohio law relating to the obligations of tenants and specifically, but without limitation, Chapter 5321 of the Ohio Revised Code.

3. PETS Tenant agrees not to have or bring any pets into the subject premises or onto the property of Landlord upon which the premises are located or to encourage stray animals by feeding them on the premises.

4. ASSIGNMENTS Tenant may not assign this rental agreement or sublet the premises, or any part thereof, without the prior written consent of Landlord.

5. CONDITION OF PREMISES Tenant accepts premises as being in a habitable condition, and agrees that the fixtures, equipment, and appliances are in good condition and repair on the date of Tenant's first occupancy. Landlord will provide a checklist for Tenant to use in an inspection of the premises and the Tenant agrees to complete and return a signed copy of the checklist before the Tenant assumes occupancy of the premises.

6. APPLIANCES Tenant agrees to maintain in good working order and condition any range, refrigerator, disposal, range hood, dishwasher, or any other appliance supplied by Landlord. Tenant agrees not to use or bring in or on the premises, any refrigerator, washer/dryer, heating/cooling equipment or any other appliance not supplied by the Landlord.

7. LIABILITY Tenant shall be liable for and shall hold Landlord harmless on account of any theft, loss, or damage to property, or injury to any person, where such damage or injury is due to the act, neglect, or default of Tenant, Tenant's family, agents, employees or guests, or is caused by failure of Tenant to report any needed repairs to Landlord. Tenant agrees to carry renters insurance covering personal property, bodily injury and property damage to others from any cause, and to save the Landlord harmless from such risks.

Landlord shall not be liable for damages to any property or person arising from acts, neglect or omission of any other co-tenant in the building or buildings, or the elements, or from any act over which Landlord has no control.

8. VACATING PREMISES Upon the termination of this rental agreement, Tenant shall yield immediate possession to Landlord and return the keys for said premises to the Landlord. Tenant further agrees to leave the premises in a thoroughly clean and as good a condition as when he first occupied them, and to notify the Landlord in writing of the exact date Tenant will vacate the premises and a forwarding address. In the event Tenant does not yield immediate possession to the Landlord, In accordance with the written notice, the Tenant shall be liable for any damages incurred by the new Tenant of by the Landlord. These damages shall include, but not be limited to, the cost of storing the property of the new Tenant, and their living expenses until the premises are surrendered and made ready for the new tenant's occupancy, and rent loss to the Landlord due to cancelation by the new tenant, and any damages required to be paid by the Landlord to the new tenant due to the failure to deliver possession of the premises. This lease will not be automatically renewed for any term or time period beyond that specified above.

If the tenant has not entered into the new lease agreement **240** days prior to the expiration date of this lease agreement, the apartment shall be considered available for rental to another tenant upon the expiration date.

9. EXTERIOR CARE AND STORAGE Tenant agrees, in addition to all duties and obligations otherwise provided by the applicable law, that no boxes, containers, or items of any kind will be placed or stored outside the apartment and that no fences, trellises or barricades will be constructed without prior written approval of the Landlord. If a storage area is provided for tenant's property, the Landlord recommends items be stored off the floor. Landlord is not liable for any loss or damage stored therein.

10. UTILITIES Tenant agrees to pay all charges and bills incurred for **gas, electricity, water, sewer, storm water, telephone and cable TV**, which may be assessed or charged against the Tenant or Landlord, for the premises, during the term of this lease agreement. Tenant agrees to make all arrangements necessary for turning on such utility services on the beginning date of the lease and for terminating such utility services at the termination date of this lease. Landlord cannot and will not be responsible for disruption or termination of services by the utility companies. Utilities shall be used only for normal household purposes.

11. RULES AND REGULATIONS Tenants, guests and invitees, agree that the Rules and Regulations of the Landlord, a copy of which Tenant herewith acknowledges to have received me hereby made a part of this lease agreement, and they do hereby agree to abide by and observe the same, and any reasonable additions or modification to the same, issued by the Landlord during the term of the lease agreement, for the orderly use, safety, care, cleanliness, and preservation of the property.

12. ALTERATIONS Tenant agrees not to perform any repairs, electrical changes, lock changes, painting or make any other alterations in or to the premises without the prior written consent of the Landlord.

13. ENTRY FOR INSPECTION AND REPAIRS Landlord will give twenty-four (24) hours notice for routine maintenance, repairs and inspections. Landlord, his agents, or employees, may enter premises at any reasonable time, with notice, with a pass key or otherwise, to examine same or to make needed repairs to premises. Notice need not be given in the event of an emergency. Tenant shall promptly notify the landlord, in writing, of any needed repairs. Such written notice shall be deemed an authorization by Tenant to enter premises and a waiver of any requirement for notice.

14. DEFAULT In case any rent or charge shall be due and unpaid, or if default shall be made in any of the covenants, herein contained, or if Tenant violates any of the Rules or Regulations, or if any representations in the rental application be untrue, or if said premises shall be abandoned, deserted, or vacated, or if Tenant fails to perform any obligations imposed by law, or Tenant disturbs the peaceable possession of other tenants, then Landlord may bring action under Chapter 1923 of the Ohio Revised Code to repossess the premises and to remove and evict Tenant and each and every occupant of premises, and make re-entry to the premises, and upon re-entry, this lease shall terminate, except that Tenant shall be liable in damages for any loss sustained by Landlord, including all rents to the end of the term of this lease agreement or re-rental or sublease pursuant to the terms and conditions set forth in this agreement.

In the event Tenant vacates the premises prior to the expiration of the term, in addition to other remedies due to Landlord, the security deposit shall be used by Landlord to cover painting, cleaning, advertising, and restoration of premises for relating thereof, late charges, dishonored check charges, lost keys, lock replacement, damages to the premises, unpaid rent to the end of the term and any monetary damages suffered by the Landlord. All work required by Tenant's failure to perform their obligation and which work is performed by the Landlord or those in his employ will be charged as per the "Damage Charge List" which is hereby made a part of this agreement.

15. SECURITY DEPOSIT Tenant agrees to deposit with Landlord the sum of \$_____ to guarantee the return of the premises to Landlord at the termination of this rental agreement, in as good condition as accepted, reasonable usage excepted, and to indemnify Landlord against damage, loss, fees or expense caused by Tenant's occupancy. In no case can the security deposit be used by Tenant for rent due. At the expiration of this lease agreement and upon returning all keys and upon giving written notice of forwarding address of all tenants, the deposit will be returned by mail within 30 days after deducting any amounts due to the Landlord

under this lease agreement and the then applicable law. Deposit returns will be in the form of a check made payable to all tenants jointly, unless otherwise agreed.

Security deposit paid with the signing of this lease is in the amount of \$_____ receipt of which is hereby acknowledged. Balance of the security deposit in the amount of \$_____ is due and payable on or before (date) _____.

16. LEASE GUARANTEE A lease guarantee _____ required from the tenant. The lease guarantee must be signed, notarized, and delivered to the Landlord before (date) _____ or this lease will be in default.

17. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. If any term or provision of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

19.

IN WITNESS WHEREOF,

Landlord and Tenant have executed this Lease Agreement in duplicate on the day and year first written above.

LANDLORD:

TENANT:

By _____

_____ (date) _____

Resident Manager/Agent/ Owner

_____ (date) _____

_____ (date) _____

MANAGERS Bruce and Lisa Bernard

_____ (date) _____

OWNER: Ravine Ridge Apartments, LLC
2013 Summit Ave.
Columbus, OH 43201