

RESIDENTIAL PROPOSAL TO LEASE

It is recommended that all parties be represented by legal counsel



Date: _____

This Proposal to Lease is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties agree that this proposal is not intended to be an agreement or obligation by either party to negotiate a definitive lease and imposes no duty on either party to continue negotiations. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive lease has been fully executed and delivered by the parties. Prior to delivery of a definitive executed lease and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties, and/or (3) unilaterally terminate all negotiations with the other party hereto.

The undersigned Landlord is the owner of the property described herein and is using the services of the Broker listed below to obtain a Tenant for the property. The undersigned Tenant desires to lease the property from the Landlord, and the Landlord desires to lease the property to the Tenant, upon terms consistent with the following (the "Basic Terms"):

1. PREMISES: located in the State of Ohio, County of _____, tax parcel no. _____ further described as:

Parking _____

2. TERM: _____ years _____ months; commencing on _____.
Option to Renew: Additional terms of _____ years/months. Option(s) to be exercised within _____ days prior to lease expiration by written notice to Landlord.

3. RENT: Total Rental \$_____, payable in monthly installments of \$_____. Commencing: _____. Any monthly payment received after the _____ day of the month shall be subject to a late fee in the amount of \$_____. The acceptance of a late rent payment without a late fee shall not be a waiver of the right to collect a late fee. If the Option to Renew is exercised, the rent shall be _____ per month. All rental payments shall be made to the Landlord at the address listed below unless instructed otherwise in writing.

4. SECURITY DEPOSIT: \$_____ The Security Deposit shall be held by the Landlord as provided in Ohio Revised Code §5321.16.

5. PETS: No pets shall be permitted unless approved by Landlord in writing along with the payment of a pet deposit in the amount of: \$_____. In addition to the pet deposit, Tenant shall pay additional rent per month of _____ for pet(s).

6. BROKERAGE COMMISSION: The Broker shall be paid a lease commission of _____ upon the commencement of the lease. The Broker shall be paid a sales commission of _____ if the premises are sold to the tenant during the term of this lease or within 180 days after the initial lease, credit shall be given to the Landlord for the unearned portion of any lease commission already paid.

7. MAINTENANCE RESPONSIBILITIES/EXPENSES: The responsibility for the following items shall be allocated as set forth, also see Ohio Revised Code §5321.04 and 5321.05:

ITEM	LANDLORD	TENANT
Bulb replacement		
Lawn/landscaping Maintenance		
Renters insurance		
Replacement keys/re-entry for lock-out		
Smoke detector batteries		
Snow removal		
Trash removal		
Utilities:		
Electric		
Gas		
Water/Sewer		
Other: _____	_____	_____
_____	_____	_____

8. USE: The premises are to be used as a residential dwelling.

9. INSURANCE, DAMAGE, DESTRUCTION, DEFAULT, CONDEMNATION: To be addressed in lease document.

10. ASSIGNMENT: No assignment or subletting without prior written consent of Landlord. Landlord shall have the right to require any proposed subletting tenant to complete an application and be subject to credit and background checks. Tenant shall not be relieved of liability by such consent to assignment or subletting.

11. MISCELLANEOUS: Tenant has examined all the property involved and in offering to enter into this agreement is relying solely upon such examination with reference to condition, character and size of land; zoning; and availability of utilities, improvements and fixtures, if any. There are no representations, oral or written, which have not been incorporated herein.

In the event that the Tenant becomes the Buyer of the premises, the following shall apply:

LEAD BASED PAINT WARNING STATEMENT: Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage including learning disability, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments for inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller or any Broker involved in the transaction.

12. ENVIRONMENTAL DISCLAIMER BY BROKER: Tenant and Landlord acknowledge that Broker(s) have made no independent investigation to determine whether hazardous materials exist in, on or about the property. Tenant and Landlord understand that any such determination requires the expertise of a specialist in hazardous materials, the retaining of which is the responsibility of the Tenant and/or Landlord and not that of the Broker.

13. AGENCY DISCLOSURE STATEMENT: Landlord and Tenant acknowledge having reviewed and signed the attached Agency Disclosure Statement as required by Ohio law.

14. OHIO FAIR HOUSING LAW: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

15. PROFESSIONAL ADVICE AND ASSISTANCE: The parties acknowledge and agree that the leasing of real property encompasses many professional disciplines. While the Broker possesses considerable general knowledge, the Broker is not an expert on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. The Broker hereby advises the parties, and the parties acknowledge that they should seek professional expert assistance and advice in these and other areas of professional expertise.

In the event the broker provides to the parties names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

16. ADDITIONAL TERMS/CONDITIONS, subject to Ohio Revised Code §5321.13:

17. PERFORMANCE TIME: Upon satisfactory review and approval of lessee's rental application, Landlord shall provide, within ____ days after acceptance of this proposal to lease, a lease consistent with the basic terms herein.

Tenant

Signature: _____
Print Name: _____
Date Signed: _____
Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____
Attorney: _____
Ofc. #: _____ Fax #: _____

Brokerage: _____
Brokerage Number: _____
Ofc. #: _____
Address: _____

Agent: _____
Agent File Number: _____
Direct #: _____ Fax #: _____
Email: _____

Landlord

Signature: _____
Print Name: _____
Date Signed: _____
Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____
Attorney: _____
Ofc. #: _____ Fax #: _____

Brokerage: _____
Brokerage Number: _____
Ofc. #: _____
Address: _____

Agent: _____
Agent File Number: _____
Direct #: _____ Fax #: _____
Email: _____