

Morgan Glen Apartments
400 Park St, Bldg F
Cardington, OH 43315
Ph: 844-795-9101
Fx: 877-795-9101
manager@morganglen.com



Real Estate Lease Contract

Tenant:	Tenant:		
Tenant:	Tenant:		
Unit address:			
Lease start:	Lease end:	Monthly rent:	Security deposit:

In consideration of rents to be paid and the agreements to be performed by the Tenant(s), Landlord has leased to Tenant(s) an apartment located at the address and for the term indicated above. The total contract amount due to Landlord under this agreement is \$_____, consisting of one prorated payment of \$_____ (prorated from lease start date to end of calendar month), and _____ equal installments of \$_____. The prorated payment, first full month's payment, and security deposit (indicated above) shall be due upon inception, with each successive payment due on the first day of each calendar month.

- 1. Terms Used.** "Landlord" means manager, managing member, property owner, member, agent, or lessor. "Tenant(s)" means the individual(s) entering into this agreement with Landlord, as signed below.
- 2. Payments.** Rent is billed in advance. Other charges may be billed in advance or in arrears. Payments must be made in the form of a check or money order. No cash or other forms of payment are accepted. Tenant(s) shall make payments to Skylark Properties, LLC and shall be mailed to PO Box 3164, Lexington, OH 44904 or dropped off at the rental office. Payments are applied in the following order: Late fees, any other charges/fees, utility fees, rent.
- 3. Due Date.** Payments are due on the 1st of each month. No adjustment is granted for Saturdays, Sundays, or holidays. Rent received on or after the 2nd of each month shall be assessed a late fee of \$50.00. Late payments received without the late fee included will be returned.
- 4. Contact Information.** Rental office: 877-XXX-XXXX. Emergency maintenance: 877-XXX-XXXX.
- 5. Fixed-term Agreement.** Tenant(s) agree to rent this unit for a fixed period of time. Upon expiration, the agreement shall automatically become a month-to-month lease unless Tenant(s) sign a new lease, or Tenant or Landlord terminate the lease agreement.
- 6. Possession.** Possession begins on the day keys are given to Tenant(s) and ends on the day keys are returned to Landlord.
- 7. Utilities.** Landlord shall pay the cost of routine trash removal. Dumpsters are provided throughout the property for Tenants normal and reasonable use. Tenants generating an excessive amount of trash may be assessed an additional fee. Tenant(s) shall pay all other utility costs, including gas, electric, water, telephone, internet, cable, satellite, etc. Tenants agree to maintain basic utilities (gas, electric, water) at all times during the term of this lease agreement, whether the unit is actually occupied or not. (See attached Exhibit for contact information for common utility companies)
- 8. Fees.** See the attached Fee Schedule.
- 9. Security Deposit.** Tenant(s) have deposited a security deposit with Landlord to guarantee return of the unit in the same condition as when occupied by Tenant(s). The security deposit may not be applied to last month's rent or any other rent. The deposit will be returned to Tenant(s) within 30 days after the expiration of the lease agreement under the following terms. If any portion of the security deposit is retained by Landlord, an accounting of charges will accompany any partial refund.
 - All keys are returned to the office and the unit is vacated on or before the last day of the lease period
 - The unit is returned in the same or better condition than it was in on the first day of occupancy
 - Tenants have completed and submitted to Landlord a Security Deposit Return form
- 10. Quiet Enjoyment and Rules.** Tenant(s) and their guests shall obey and conform with all laws, ordinances, rules, and regulations of all entities having jurisdiction over the premises, and will not be noisy or boisterous or in any manner offensive to other Tenant(s) or guests. Music shall be kept to a reasonable volume so as not to disturb other residents.
- 11. Liability.** Each adult occupant and any guarantors shall be jointly and severally liable for the entire term of this lease.
- 12. Use.** The premises may not be used for any unlawful purpose, nor for any purpose deemed hazardous by the Landlord or Landlords insurance company. The premises shall be used as a residence for the occupants listed on the lease application only. No business or commercial activities may be conducted on the premises, including running a daycare.
- 13. Pets.** Only pets authorized by Landlord in writing are permitted on the property. A non-refundable pet fee of \$250 shall be paid upon lease inception. If a pet is added to a household after lease inception, Tenant(s) shall immediately notify Landlord and shall be assessed the \$250 pet fee. THIS INCLUDES PETS "VISITING". "Pets" does not include recognized service animals when Landlord is notified that a service animal is on the premises. An additional \$25 per month shall also be added to the rent due. Tenant(s) found to be in possession of an unauthorized pet shall be subject to the following:
 - Assessment of a \$250 pet penalty
 - Assessment of \$10 per day fee until pet is removed
 - Subject to Landlord terminating lease for breach of contract
- 14. Modifications/Alterations.** Tenant(s) shall not make any modifications or alterations to the unit, including painting or applying wallpaper. Nails shall not be put into walls, and no decals, decorations, etc which, when removed, destroy or damage the wall surface are permitted. No unauthorized repairs shall be made by Tenant(s).
- 15. Maintenance/Repairs.** Tenant(s) are responsible for costs to repair damage caused by Tenant(s) and/or their guests including broken windows, doors, stopped up toilets, holes in walls, damaged flooring, etc. Tenant(s) are responsible for damaged caused by wind, rain, snow, etc by leaving windows open. Landlord shall bear the cost of routine maintenance items caused by normal usage, wear, and tear. Tenant(s) are not permitted to perform any maintenance. Tenant(s) shall immediately notify Landlord of any maintenance or repair issue.

16. Reasonable Time for Repair. Landlord shall make every attempt to quickly rectify all maintenance issues. Emergency issues shall be addressed as soon as practical. Non-emergency will be addressed as soon as practical during normal business hours.

17. Refuse. Landlord provides refuse containers throughout the property. Tenant(s) shall not leave refuse outside of their unit, other than in the appropriate receptacles provided. Failure to properly dispose of refuse is a violation of this lease. Tenant(s) shall not permit refuse to accumulate within or around Tenant(s) unit.

18. Locks. Landlord provides the locks to each unit. Locksets are on a Master key system maintained by Landlord and Tenant(s) are not permitted to change the locks. If Tenant(s) find their lockset has been compromised, a maintenance request may be submitted to have locks changed. A fee will be charged to Tenant (see Fee Schedule).

19. Insurance. Landlord maintains insurance to cover its interests in the property. Landlord's insurance does not cover the property and possessions of Tenant(s). Tenant(s) are encouraged to obtain a Renter's Insurance policy to cover their belongings. Tenant(s) hereby release Landlord, the property owners, their agents, assigns, etc from any and all liability for damage or loss incurred by Tenant(s). If a unit is rendered uninhabitable by fire, flood, or other casualty, Landlord may, at its choosing, repair the damage or terminate the lease.

20. Sublet. No unit shall be sublet, nor shall any lease be assigned without the written authorization of Landlord.

21. Tenant Inspection. Upon possession, Tenant(s) shall be provided an inspection form to be returned to Landlord within 3 days. Tenant(s) shall be liable for any damage upon move out that is not notated on the inspection form.

22. Damage. Tenant(s) agree to keep premises clean and damage free. Tenant(s) shall be responsible for all damage to the premises, appliances, and flooring therein whether caused by Tenant(s) other occupants, or their guests. Units shall be returned to Landlord in the same or better condition as when Tenant(s) took occupancy. Tenant(s) shall bear the cost of repairs and cleaning per the attached Fee Schedule.

23. Entry and Notification. Landlord shall provide reasonable notice of entry (typically at least 1 day). In the event of an emergency, Landlord may enter a unit with no notification. Landlord shall provide notice for entry by Landlord, its employees, agents, and assigns, and authorized service personnel and contractors when reasonable necessary to perform maintenance or other work. Emergency entry may be made by an authorized person when time is of the essence.

24. Default. Landlord agrees that if Tenant(s) perform all of the covenants herein, they shall be entitled to possession of these premises during the term of this lease. Failure of Landlord to exercise its rights in respect to any default shall not be construed as a waiver respecting any subsequent default.

25. Occupants/Guests. Only those people specifically listed on the rental application may reside in this dwelling. Tenants may house guests from time to time. Any individual guest may be housed a total of 14 days in any rolling 12 month period. If Tenant(s) house guests for longer than 14 days in a rolling 12 month period, Landlord may require them to be added to the lease agreement, and/or a fee of \$25 per day may be assessed.

26. Holdover. Tenant(s) remaining in the unit beyond the last day of their lease, without renewal or permission, will be charged a daily fee of \$100.00. In addition, Landlord may proceed with an eviction action and sue for damages arising out of the late move out.

27. Rules/Regulations. Tenant(s) and their guests shall comply with all rules and regulations implemented by Landlord. Where a rule conflicts with this agreement, this agreement shall prevail. Where a rule conflicts with federal, state, or local law, the federal, state, or local law shall prevail.

28. Lawful Use. Tenant(s) shall not engage in illegal activities in or around the property, nor will they allow their guests to engage in illegal activities. Illegal conduct will result in termination of this lease agreement and immediate eviction.

29. Compliance. Tenant(s) acknowledge that Landlord may be required to obtain from and verify certain income, residency, household, and other personal information to maintain compliance with public assistance programs available from time to time to tenants. Tenant(s) agree to fully cooperate and timely provide any requested information to maintain compliance with these programs. FAILURE TO COMPLY WILL RESULT IN IMMEDIATE TERMINATION OF THE LEASE AGREEMENT AND FILING OF SUIT FOR BREACH OF CONTRACT AND DAMAGES.

30. Termination. Tenant(s) may terminate this lease by providing 30 days notice prior to the expiration of the lease agreement. If on a month-to-month lease, Tenant(s) shall provide 30 days notice. If Tenant(s) cancel the lease during the lease term, Tenant(s) shall be responsible for the total amount due through the end of this lease agreement. Landlord may terminate this lease notice for the following reasons, and Tenant(s) shall be responsible for the total amount due through the end of this lease agreement:

- For any reason, with 30 days written notice prior to the expiration of the lease agreement
- For non-payment of rent, fees, or other charges
- For violations of this lease agreement
- For providing false, misleading, or incomplete information requested under Section 29 of this agreement.

31. Legal Fees and Expenses. Tenant(s) shall be responsible for all legal fees arising out of a legal action taken by Landlord to enforce its rights under this agreement, as well as local, state, and federal law. Legal fees include attorney's fees, court costs, and other fees associated with a legal action.

32. Illegal Provisions. If any section of this agreement is found to be illegal or unenforceable, such portions shall be considered null and void and shall not affect the enforceability of any other section.

This lease contains the final and entire agreement between the parties hereto and no party shall be bound by any term, condition, or representation, oral or written, not set forth herein. The undersigned have read and understand the terms and conditions of this lease and intend to become legally bound upon execution and have received a copy of this agreement.

Tenant

Tenant

Tenant

Tenant

Landlord/Agent

Date

Addendums/Exhibits/Supplements attached (check if attached, n/a if not):

☐ OHFA Supplement
 ☐ Student Status Certification
 ☐ Rules & Regulations
☐ Smoke Detector/Fire Suppression Supplement
 ☐ Pest Management Supplement