

# Hometeam Properties Management, LLC. Master

**THIS LEASE AGREEMENT**, made **DATE** in Columbus, Ohio between **HOMETEAM PROPERTIES MANAGEMENT, LLC** owner of the unit described below, herein called "Lessor" and **NAMES/ TENANTS** herein called "Lessee".

## **WITNESS THAT:**

In consideration of mutual covenants, promises and agreements herein contained, lessor hereby rents and lessee hereby leases from lessor the premises known and designated as **ADDRESS**, for the term of **350** days commencing on September 15, 2010, and fully ending at midnight on August 31, 2011. On partial renewal leases, any and all tenants renewing their lease at the above address will have the option to stay in the unit beginning September 1st, but the new tenant's move-in date is September 15<sup>th</sup> (see section 22 of this lease for additional details). During the lease term, lessee shall pay to lessor rent equal to **YEARLY RENT**, which rent shall be paid in monthly installments of **MONTHLY RENT**. *Note (if applicable): September rent is not pro-rated; however, rent is not due until your move-in day or September 15<sup>th</sup>, 2010, whichever comes first. Please note that rent is paid on 350 days, not 365 days.* The rental installments and utilities shall be paid in advance on the first day of every month during the lease term. **All rent and utilities received after 5:00 PM on the first day of the month shall be subject to an immediate late charge of fifty dollars (\$50.00) or 10% of the monthly installment due (whichever is less) as well as a fee of five dollars (\$5) per day. Please pay water and any other monthly utilities directly to our office with your monthly rent check (tenants in homes with more than one unit pay water bill monthly and single family homes pay water bill quarterly directly to the water company). If your rent is late, the payment received will first be applied to late fees and the remainder will be applied toward your rent.** At Lessor's option, lessee will make rent payment by money order for the remainder of the Lease at first incidence of returned checks. Any rental or utility payment not made in full by the date due for any month shall constitute a breach of this agreement, at the option of the Lessor. Any late fees or bank charges not paid by the end of the lease will be deducted from the security deposit.

**All returned checks are subject to a thirty five-dollar (\$35.00) charge as well as any applicable late charges.**

**NO CASH ACCEPTED.** All rents and water payments must be paid by **SINGLE CHECK** or money order. **Multiple checks will be subject to a \$35 office fee per check.** Make check payable to:

HOMETEAM PROPERTIES MANAGEMENT, LLC  
28 E. 11TH AVENUE  
COLUMBUS, OH 43201

**Unit address shall be clearly written on  
payment to insure proper crediting**

OFFICE PHONE: 614-291-2600 OFFICE HOURS: 9:00 A.M. - 5:00 P.M. Monday through Friday

THE PARTIES DO HEREBY AGREE AND COVENANT AS FOLLOWS:

- 1. Management:** The management company will operate to maintain the premises to conform to housing rules and regulations as set forth by the local governing authority in which the leased premises shall be situated, as interpreted by that local governing authority.
- 2. Move-in Date:** The agreed upon move-in date for the Lessee is **September 15, 2010**. This date can be changed only in writing accepted by the Lessor. Lessor shall not be liable for any damage suffered by Lessee, whether by negligence or otherwise, prior to the move-in date. This Lease is conditioned upon Lessor being able to secure possession of the Premises for the existing Lessee, if any, by the commencement date hereof, and if Lessor is unable to deliver possession of the Premises to lessee at the commencement date for any reason, Lessee's right of possession shall be postponed with any liability on the part of Lessor to lessee for any such postponement, until such time when the Premises shall be in suitable physical condition for occupancy, or until such time when Lessor is able to deliver possession.
- 3. Resident's Representations and Possession:** Lessee represents and warrants that the statements made on the Lessee's signed application are true. Any false information provided shall constitute a breach of this Lease, entitling Lessor, at Lessor's sole option, the right to terminate the Lease and repossess the Premises in according with prevailing laws.
- 4. Condition of Premises:** Lessee hereby acknowledges that the Lessee has inspected the Premises and agrees to accept the Premises in an "as-is" condition with the exception of any painting and cleaning necessary unless otherwise noted herein. The acceptance of this lease shall be deemed conclusive evidence that the Premises are on the date hereof, in a satisfactory condition and repair, unless otherwise specified herein.
- 5. Holding Fee/Security Deposit:** Lessee has deposited a holding fee for the above unit with the Lessor. Upon full execution of the lease (applications, application fees, security deposits, cosigner forms), the holding fee is to be used as a "Security Deposit" to insure the full and faithful performance by Lessee of each and every term, provision, covenant and condition of this Lease. At the termination of the tenancy hereunder, for whatever cause, Lessor may use, apply or retain all or any portion of the Security Deposit for any obligation of Lessee arising under the terms of this Lease or as liquidated damages for Lessee's premature termination of Lease Term, provided, however, that in any such event Lessor may seek redress against any damages suffered by Lessor in excess of the Security Deposit or any portion not so used, applied or retained shall be refunded to Lessee in accordance with applicable law after termination of the tenancy and delivery of possession of the Premises to Lessor with interest, if any required by law. Lessee shall not utilize the Security Deposit as rent, deduct the same from the last month's rent, or require Lessor to indemnify itself by resort to the Security Deposit with respect to any violation or default by Lessee. In the event that any part of the Security Deposit shall have been utilized by Lessor in accordance with the terms hereof of applicable law, Lessee shall upon demand immediately deposit with Lessor a sum equal to the amount so applied by Lessor so Lessor shall have the full Security Deposit on hand at all times during the Lease Term, including any extension, renewal or holdover term. In the event of the sale, transfer or assignment by Lessor of its interest in the Premises of this Lease, Lessor shall have the right to transfer the Security Deposit to the transferee whereupon Lessor shall be released from all liability for the return of the Security Deposit and Lessor shall have no further liability to return such Security Deposit to the assignor or sublessor. Your Security Deposit can not be used for your last month's rent. *Note: unit must be cleaned thoroughly upon move out regardless of early move in.*
- 6. Rent Adjustments:** If the lease is extended or renewed for an additional period, then Lessee shall pay a renegotiated rental amount. Lessee may be asked to increase the Security Deposit to equal the new rental rate as a result of releasing at Lessor's sole option. Also, any extra persons found to be living in the unit that are not on this lease agreement will subject this lease agreement to an increase in rent based on the average per person rent before the illegal tenant

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moved in. In addition, Hometeam Properties Management, LLC may require an extra security deposit payment and application fees as well as a filled out application to rent and signed lease from new tenant.

## **7. Personal Property; Lessor's Liability:**

- a. All personal property located or stored in the Premises shall be maintained at Lessee's sole risk and Lessee shall indemnify and hold harmless Lessor from any liability, except in the case of Lessor's sole negligence or willful misconduct, for any injury, damage or loss resulting from any accident or occurrence in or upon Premises sustained by Lessee or any person claiming through Lessee.
- b. Lessor shall be liable for damages sustained by Lessee or anyone claiming through Lessee resulting from the action or inaction of the managing agent or any of their agents or employees, if negligent, or for the failure of any of them to provide heat, electricity, water, sewer or other services.
- c. If the property occupied by the lessee is broken into, a police report is required to be filed by the lessee. A copy of the report must be submitted within 30 days of the incident to Hometeam Properties Management, LLC.

**8. Insurance:** Lessee will do nothing and permit nothing to be done on the Premises that will contravene any fire or other insurance policy covering the same. If Lessee's use or occupancy of the Premises increases the premium of any fire or other insurance policy, Lessee shall pay such increase. Lessor's insurance does not protect the possessions of the Lessee. **It is the Lessee's responsibility to insure the property of the Lessee. By agreeing to the terms set forth in this lease, Lessee acknowledges that Lessor will not provide any type of renters insurance and it is the sole responsibility of Lessee to obtain such insurance.** By signing this rental agreement, Lessee agrees to acquire renters insurance at least one (1) week prior to Lessee's move-in date and carry said insurance throughout the duration of Lessee's rental, regardless of when this lease and/or any extension of this lease expires. In addition, Lessee agrees to provide Lessor with proof of said renters insurance upon request of Lessor.

**9. Inspection, Repair and Rehabilitation:** Lessor, its agents or employees and mechanics authorized by Lessor or the managing agent, if applicable, shall and may from time to time, with reasonable notice to Lessee, enter in and upon the premises to render services and make adjustments in connection therewith, customary or necessary in the construction, remodeling, or in the maintenance of the premises and for all other proper purposes. Lessor shall have the right, upon reasonable notice to Lessee, to show the Premises to prospective purchasers and/or tenants and during the last ten days of the Lease Term shall have free access to the Premises in order to make repairs, remodeling, decoration or maintenance for the incoming Lessee, should Lessor deem this action necessary. Lessor shall have the right to enter without notice if emergency repairs are required. Twenty-four (24) hour notices shall be considered to be reasonable notice in non-emergency situations.

- a. All glass, screens, doors, door locks, mailbox locks and their parts, and all window glass and window parts are the responsibility of Lessee for repair and replacement if caused by the tenant(s) and/or guest's neglect or damage. They are to be repaired by Lessee within three (3) days of any malfunction or breakage. Lessor is to be notified if damage has occurred and when repairs are finished so Lessor can inspect and approve the work. It is the Lessee's option to have the Management Company complete said repairs at the Lessee's expense understanding Lessee will accept all charges stemming from repair, labor, administrative time etc. All such happenings, repairs, and inspections shall be ordered and kept in the Lease file. If not repaired promptly, management may make necessary repairs for safety, security and well being of property. All labor and materials are chargeable to the Lessee and will be paid for within 30 days of repair.
- b. Lessee understands that the City of Columbus may inspect leased property at any time and lessee further agrees to pay for any damages caused by improper living conditions in accordance with City Code, i.e. cords along floors, cable wires improperly run across floors, extension cords improperly used, laundry/debris on floors and in hallways, flammable objects near the furnace and hot water tank, etc. Lessee understands that they may be fined in accordance with the City Code and hereby indemnifies Lessor from any/all charges due to improper living conditions.
- c. In addition, Lessee acknowledges that Lessor may desire to perform improvements to said property during the terms of this lease. Lessee agrees fully and unconditionally to allow Lessor to perform rehabilitation work as desired by Lessor, including but not limited to, remodeling or construction of rooms, common areas, porches, decks, and basements. Lessee indemnifies Lessor from any damage or loss of personal property of Lessee during time of said rehabilitation unless said damage was the direct result of the negligence of the Lessor. Lessee agrees to allow Lessor, its agents, employees and/or sub-contracted personnel, unconditional access to the property during said time of rehabilitation and waives right to 24 hour notice during this time. **Lessee at no time shall be allowed to change any locks including front door, back door, side door, any and all bedroom doors, et al.** Should lessee change locks without the permission of Lessor, Lessee will be charged labor and materials for Lessor to reinstall locks provided by Lessor. **Lessee is NOT permitted to install any interior locks of any kind.**

## **10. Maintenance: EACH TENANT IS ENCOURAGED TO READ THIS SECTION VERY CAREFULLY.**

- a. **Cleanliness:** Lessee shall keep the premises neat, clean, sanitary, dispose of all garbage and other organic or flammable waste in a clean, safe and sanitary manner.
  - i. Lessee is responsible for extermination costs unless the lessee has notified the Lessor within one week of move-in date of any extermination issues.
  - ii. Lessee acknowledges that he/she will use their best efforts and care to avoid any conditions which would introduce, cause or promote the presence of bugs, vermin and/or insects in the premises or community property. Resident acknowledges receiving a copy of, and agrees to comply with, Landlord's Integrated Pest Management.
  - iii. Lessee is responsible for leaf removal, mowing of grass and weed removal, any fines or city orders resulting from tenant negligence will be billed back to the tenant including cost and labor (minimum \$25 per hour) of repair, yard cleaning, leaf and weed removal, and mowing of any lawn if applicable. Lessee is also responsible for ensuring all outside drains and gutters are free of trash and debris.
  - iv. Lessee is responsible for removal of trash from the unit. Where dumpsters are provided, Lessee shall use appropriately. Where Lessee is to provide his own trash containers, Lessee shall put trash out for collection on the designated day and store containers appropriately.
- b. **Fire Extinguishers and Smoke Detectors:** Fire extinguishers and smoke detectors are an important safety feature of Hometeam Properties Management, LLC. Fire extinguishers are inspected annually and a tag is placed on the extinguisher with the inspection date (tagged extinguishers are in rooming houses). Please do not tamper with, remove tag from or let off the fire extinguisher in the home. These are inspected prior to you moving in.
  - i. It is also the Lessee's responsibility to check and replace the batteries in any smoke detectors throughout the year (if Lessor has to replace battery in smoke detector a \$25 service fee will be assessed). Rooming houses will be inspected by the City of Columbus

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once throughout the year. If the fire extinguishers/and or smoke detectors are tampered with, the Lessee will be billed back the cost of the extinguisher/smoke detector and a maintenance service fee. These fees range from \$75 to \$250 depending on the size of the extinguisher. The Lessee acknowledge that operating smoke detectors were installed in the property at the time Lessee took occupancy and at no time during Lessee's occupancy in the property did the owner ever remove the smoke detector (s) from the property. Lessee agrees to inspect and test the smoke detector once each month. Lessee is responsible for replacing "dead" batteries with the battery types specified in the smoke detector instructions throughout the lease term. If the smoke detector will not operate after resident replaces the batteries, resident will promptly notify owner or owner's agent by certified mail, pursuant to Columbus City Codes 4529.11 (B).

- ii. Lessor may charge resident a service charge if the service call results from Lessee's failure to replace dead or missing batteries (if applicable), tampering, interfering with, or damaging any components of the smoke detector. Lessee shall be liable for immediately paying the cost of repairing any damages caused to the smoke detector by Lessee's negligence or misconduct. Lessor shall not be responsible for any injury or damage to persons or property occurring in the premises that in any manner arises from Lessee's failure to test, inspect or maintain the smoke detector or from Lessee's failure to comply with the Columbus City Code 4529:11; and Lessee shall indemnify Lessor from such damage or liability. Any cost of replacing the smoke detector, or its batteries, if applicable, after Lessee vacates the premises may, at the Lessor's option, be deducted from Lessee's security deposit. If any rule or provision of this Smoke Detector Addendum is violated by residents or resident' guests or occupants, owner shall have all other rights and remedies set forth in paragraph 18 of the CAA/CBA Standardized Lease, or any other lease used by owner, including damages, eviction and / or attorney's fee.
- c. **Proper Use of Fixtures and Appliances:** Lessee shall use and operate all electrical, gas, water, plumbing, heating fixtures and appliances in accordance with the operation instructions in a safe manner (space heaters and mini-fridges are NOT permitted in bedrooms as it may overload the electrical system). In the event the plumbing in the Premises is obstructed due to negligence of Lessee or Lessee's family or guests, licensees, employees or agents, Lessee shall pay the cost of clearing such obstruction immediately upon presentation of the bill to the Lessee by Lessor. Lessee shall not permit any person to destroy, deface, damage, impair or remove any part of the Premises of the facilitated and appurtenances thereto and shall not himself do any such thing.
- i. Lessee shall, at his/her own expense, furnish and replace all light bulbs, fuses and HVAC filters. **Filters in furnaces are to be changed once per month.**
  - ii. Lessee is responsible to use breaker box when necessary and may be charged service fees for failure to use box. Lessee shall promptly report any defect, damage or breakage in the structure, equipment or fixtures to Lessor. Lessee will be held responsible for any damage to the premises caused by any negligence on the part of the Lessee. This includes damage caused by space heaters, mini-fridges and other high voltage appliances.
  - iii. Lessee shall keep any carpeting on the Premises clean and in good condition. Any repairs made necessary by acts of commission or omission of Lessee, his/her family, guests, employees, or pets (if permitted) shall be paid by Lessee at the rate of forty-five (\$45.00) dollars per hour, plus materials, but Lessee shall not order repairs on or about the Premises without prior approval from Lessor.
  - iv. All lockout calls made by the Lessor shall be charged to the Lessee at thirty-five (\$35.00) dollars per call between 8:00 a.m. and 5:00 p.m. or at fifty (\$50.00) dollars per call between 5:00 p.m. and 8:00 a.m. (if lock needs replaced, material costs will also be charged). Lost keys will be replaced at a cost of five dollars (\$5.00) per key during regular office hours.
  - v. Lessee shall furnish draperies or blinds within thirty (30) days of move-in date and shall not use sheets or blankets as window coverings. Any decorations on the exterior of the premises are strictly prohibited and will be subject to forfeiture of the security deposit.
  - vi. Washers and Dryers are not included in the lease. If a washer/dryer is located on the premises, it is the responsibility of the Lessee to maintain (this includes coin operated units provided by an outside vendor which will be repaired by the vendor upon notification by the Lessee).
  - vii. Dehumidifiers and sump pumps need to stay plugged in at all times due to moisture levels. If the lessee unplugs or damages either the dehumidifier or sump pump, a minimum trip charge of \$35 per hour plus any material cost will be assessed for the re-plugging or repairing of either units and any clean-up required.
  - viii. **Tenants are responsible for any drain or plumbing backups if evidence is found caused by tenant(s) or guest(s), i.e. hair clogs, tampons, food, bottle-caps, etc. Tenant is also responsible for the garbage disposal lock ups or backups. This includes clogged toilets. Tenant will be charged \$55 during normal business hours and \$85 for night and weekends for standard drain, garbage disposal, or plumbing backups.**

**11. Uses:** The Premises will be used solely as a dwelling to be occupied by no more than the number of persons set forth on the application for Lease, including children, and for no other purpose. No person other than Lessee and the members of the immediate family of Lessee shall be permitted to occupy the Premises without prior written consent of Lessor, provided, however, the occasional visits of guests, not to exceed two weeks during any consecutive twelve-month period without the prior written consent of Lessor, are permitted. Lessee will not use or allow the Premises to be used by any family members, guests, licensees, employees or agents for any disorderly or unlawful purpose or in any manner offensive to others and Lessee will comply with the applicable laws and ordinances. Lessee will comply with all local, state and federal laws, to include:

- a. Lessee will comply with laws regarding the illegal use, manufacture, or distribution of a controlled substance. Proof of illegal activity may be reasonably inferred by the Management Company and Lessor from fact circumstances including, but not limited to police investigations, witness and/or complaint reports, suspicious activity. For reasons of Lessee's own safety and to abide by the Law of the City of Columbus and policy of Hometeam Properties Management, LLC.
- b. Lessee will not place upholstered furniture or grills on any exterior porch, deck, roof or any other open dwelling and will be subject to a fine of \$75 per occurrence, fines/penalties imposed by the City of Columbus in addition to any costs associated with removing or storing furniture as well as any costs for roof damages. As per City of Columbus law and policy of Hometeam Properties Management, LLC, at no time are tenants allowed on roof or any exterior dwelling of unit. Any tenant caught on roof or exterior dwelling is subject to a \$50 fine, all applicable City fines and any damage to the building resulting from this improper use. Also, it is to be noted that tenants may not have an excessive number of people on any porch, balcony or exterior landing (more than one person per square yard is deemed excessive). Violation of this policy on and after third documented offense will be considered breach of this contract and could result in eviction.
- c. Lessee is not allowed to use property in a commercial manner or any use that allows Lessee to charge a fee and make money without prior written consent of Lessor (ex. Lessee cannot charge for parking).
- d. Lessee will not hang signs, banners or flags without prior consent from all authorities on the subject including, but not limited to the City of Columbus Code Enforcement, Historical District Code Enforcement, and the Management Company.

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- e. In addition Lessee at no time shall park in the grass, yard or any area that isn't meant for parking, and at no time is it permitted for the tenant to have unregistered or inoperable vehicles on the property either in the designated parking area or on any part of the lawn. Any cars found in violation of said terms are subject to tow at the Lessor's and/or Lessee's expense.
- f. Lessee acknowledges that this unit has a finite number of approved bedrooms with proper egress and should there be more tenants on this lease than approved bedrooms, it is the responsibility of the Lessee to share as many bedrooms as necessary. Lessee indemnifies and holds harmless the Lessor for any improper use of unapproved space by Lessee. Lessor is held harmless if certain rooms are not considered bedrooms by any other agencies due to size, location, etc.
- g. Due to the possibility of lower level moisture, all mattresses must be on a frame and all electronics must be on a stand.
- h. Lessee is responsible for placing bath mats outside each tub and shower. If we enter the property and a mat is not found and water is damaging the floors or leaking through the ceilings, the lessee will be responsible for the damage.
- i. Lessee will not have any type of pool or hot tub on the premises. Lessee will pay the associated fines by the City of Columbus along with office fees and/or damages to the building, lawn, etc.

**12. Alterations:** Lessee will not remodel or make any structural changes, alterations, additions or decorations to the Premises; will not wallpaper, paint or redecorate, install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigeration or cooking units, radio, television antenna or satellite, nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor change the existing locks of the premises, without prior written permission of the Lessor.

**13. Pets: No animals shall be permitted on the premises.** This includes pets "visiting" or that are temporarily at the house. Any animal at the house must be approved **in writing** by the Management Company ahead of time. If it is found that any pet violation has occurred, the Lessee will be charged **\$50** rent per month retroactive back to lease origin and a **\$100** non-refundable fee per pet. In addition, Lessee will be responsible for professional pet cleaning and deodorizing for carpet and floors upon move out.

**14. Sublet/Transfer of Lease/Removal of Lease:** Lessee shall not assign this Lease nor sublet the Premises or any portion thereof, or transfer possession or occupancy thereof to any other persons without prior written consent of Lessor. If Lessor consents to the sublet or transfer, Lessee shall pay a separate administrative fee to Lessor. Said fee shall be to cover additional costs incurred by Lessor.

- a. Sublet fees are a minimum of \$100 per person. Said fee shall be payable at time of sublet and will be deducted from Security Deposit at the Lessor's discretion.
- b. If Lessee wants to be completely removed from the lease (such as the case with a transfer), Lessee must have found a replacement approved by the Lessor. The replacement must have paid all applicable administrative fees and turned in all forms (application, application fee, security deposit, cosigner forms). The security deposit of the person being removed from lease is non refundable.

**15. Parking:** Parking will be regulated at Lessor's discretion. If parking is permitted, Lessee must complete parking application and obtain permit/sticker (if applicable) by provision of Lessor, abide by parking rules/regulations or be subject to towing at Lessee's expense.

- a. Vehicles improperly parked, parked without parking permit/sticker, blocking aisles, cars, extensive areas of lot or dumpsters may be towed at Lessor's discretion. Vehicles judged inoperable, or unlicensed are subject to immediate removal at Lessor's cost.
- b. No repairs or maintenance to vehicles may be conducted on Lessor's property without prior consent from Lessor.
- c. Lessee is liable for any damage to parking areas, building parts, signage, or structures caused by Lessee or its guest's vehicles whether in violation of parking rules or not. **If tenant is found responsible for damage due to leakage, they will be assessed a minimum \$75.00 fine.**
- d. All motorized vehicles are restricted to designated parking areas only and must use ordinary traffic lanes. Parking permits may be issued if necessary and do not guarantee resident a parking space.
  - i. Note: Permits are assigned to specific license plate numbers. Lessee is never allowed to park on the yard or grass or any area of residence that is not specifically meant for parking. Any damage to yard including ruts and holes caused by improper parking will be accordingly billed back to Lessee. As previously stated, Lessee is not permitted to charge fees to others for parking including, special events, i.e. Ohio State University football games. Hometeam Properties Management, LLC reserves the right to use one spot each Ohio State University sporting event including home football games.
- e. Parking spaces located at the property are intended for the use of the lessee only, except for Hometeam Properties Management, LLC and any sub-contractors performing maintenance/renovation/repairs, conducting inspections, or showing the property therefore reserves the right to park in or use parking area for any length of time deemed necessary. Guests will have to use public parking on streets or side streets. We reserve the right to ask for valid vehicle ownership. The vehicles must be owned or related to tenants. We reserve the right to allow other tenants of Hometeam Properties to park at your house.
- f. Properties that have garages attached or detached are not included in lease for the use by the lessee and have to be negotiated in a separate lease.

**16. Utilities:** Lessee shall pay all utility bills for services separately metered or billed to the premises during the Lease Term, including any extension, renewal or holdover term, as the same become due and payable. Lessee's non-payment of any utility bill is material violation of this lease. The water payment is to be paid on the first of the month with the rent payment. **All water payment received after it becomes due shall be subject to an immediate 10% (ten percent) late charge.** Failure to pay a utility bill within 15 days of its due date may result in an eviction being filed against Lessee. Lessee shall transfer all appropriate utilities into Lessee's name within 20 business days of occupancy and shall be subject to an administrative fee of \$35 per month for each month utilities are not in Lessee's name. This failure on the part of the Lessee also constitutes a breach of this agreement at the option of the Lessor. In the event that Lessor pays any utility, Lessee will be liable to reimburse the Lessor and may be subject to said administrative fees in addition to fees resulting from excess utility bills due to negligence and/or abuse.

- a. Lessee shall pay 100% of: gas, electric, water & sewer, and trash removal. Lessee is held responsible for any meter reading charges from the City of Columbus including but not limited to meter malfunctions.
- b. Non-essential services such as telephone, internet and television will be procured, installed, and paid for by the Lessee if desired. Lessee must get permission from lessor for cable, satellite, etc. installation
- c. Lessee is responsible for the use of all utilities (including fees) until the last day of the lease and is responsible for giving the utility company their forwarding address so that the last month's utility usage will be paid. Any utility bills/fees not paid will be taken off the Lessee's deposit and subject to said administrative fee.
- d. If any utility is shut off for any reason, the lessee is held fully responsible for any and all issues regarding the utility during the lease term. If lessee stays in a hotel, the lessee is held 100% responsible for any costs during the time the utility is off.
- e. The lessee understands that if the Gas utility is shut off during months where it may be colder than 50 degrees, the pipes may freeze and the tenants are 100% responsible for any damages incurred to Hometeam Properties Management, LLC.

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- 17. Termination of Lease:** Lessee shall vacate the Premises promptly at the expiration of the Lease Term and shall not hold over its term. Lessee will, upon termination of this Lease, surrender the Premises and all fixtures and equipment of Lessor therein good, clean and operating condition with the exception of ordinary wear and tear. Lessee shall at the time of vacating the Premises, clean the Premises, including without limitation, the stove, refrigerator, and remove all trash from the Premises. If such cleaning and removal of trash is not accomplished by Lessee, action deemed necessary by Lessor to accomplish the same may be taken by Lessor at Lessee's expense. Upon vacating the Premises, Lessee shall deliver all keys thereto to Lessor within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Lessee for changing locks at a rate of fifty dollars (\$50.00) per lock plus materials.
- a. Lessee must notify Lessor in writing by **December 1, 2010** of intentions of renewing lease for the upcoming Fall Lease period, and have all new deposits/applications in by **December 1, 2010**. Should Lessee desire not to renew Lease at the expiration of the current Lease period, Lessee shall notify Lessor at least 30 days prior to said expirations in writing of intentions to vacate. If Lessee is on month-to-month lease, Lessee must notify Lessor 30 days prior to the end of the last month lessee intends to rent. If Lessee stays past lease expiration, Lessee will be subject to \$100 per day charges for leases under \$2000 per month and \$150 per day for leases over \$2000 per month. Note: Lessee will not be released from lease obligations due to transfer out of area for school, work or any other reason.
- 18. Destruction:** If the Premises is destroyed by reason of fire or other causality not resulting from the negligence of Lessee or Lessee's family, guests, licensees, employees or agents, and as a result thereof shall be inhabitable, the rent provided therein shall be suspended until Premises have been restored to a habitable condition; provided however, if Lessor does not or cannot repair the Premises within 60 days, this lease shall terminate and neither party shall have any further liability to the other. If, however, such damage or destruction does not render the Premises uninhabitable, Lessor shall promptly undertake to repair the same within 60 days, in which event this Lease shall remain in full force and effect without any abatement of rent. Lessor shall not be liable to Lessee for failure to repair caused by actions not within Lessor's control, such as governmental or other authorities.
- 19. Waiver:** No waiver by Lessor of one breach of any covenant or agreement herein contained shall be construed to be a waiver of the covenant or agreement itself, or of the subsequent breach thereof. Acceptance of the rent or acquiescence continues in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time. The provisions of this Lease shall not affect or impair any other provision.
- 20. Counterparts:** This Lease may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.
- 21. Responsibility:** All parties agree to be jointly and severally responsible for all terms and conditions of the Lease Agreement, and that no partial compliance relieves any part from further contingent liability.
- 22. Additional Terms:** Lessee must have all co-signer forms completed and returned within five (5) business days or Lessor reserves the right to cancel lease. Cancelled leases are subject to loss of holding fee as per the application to lease. Premises are rented in as-in condition. General maintenance is responsibility of Lessor. Premises must be cleaned prior to termination of Lease. If applicable, basement rooms are not to be used as bedrooms. On partial renewal leases, the new tenant's move-in date is September 15<sup>th</sup>. The tenants who did not renew must move out by August 31<sup>st</sup> and the unit must be inspected by Lessor prior to new tenants moving in to the unit. If new tenants move in without authorization for Lessor, the new tenants are responsible for any/all damages that may have been caused by previous tenants. In addition, Lessor reserves the right to apply funds received at Lessor's discretion, including but not limited to: rent, late fees, NSF fees, security deposit, application fees, utility fees and maintenance bill backs. If lessee acquires an additional roommate, rent shall be billed back **\$\$\$** per person/ per month. If lessor discovers additional roommate, total rent shall be charged retroactively to the beginning of the lease.
- 23. Signatures:** I realize that the terms and obligations of this lease are joint and several and I have read and understand all terms of the Lease Agreement.  
Unit Address: ADDRESS.

_____ Lessee's Name (print)	_____ Lessee Signature	_____ SSN	_____ Date
_____ Lessee's Name (print)	_____ Lessee Signature	_____ SSN	_____ Date
_____ Lessee's Name (print)	_____ Lessee Signature	_____ SSN	_____ Date
_____ Lessee's Name (print)	_____ Lessee Signature	_____ SSN	_____ Date
_____ Lessee's Name (print)	_____ Lessee Signature	_____ SSN	_____ Date
_____ Lessee's Name (print)	_____ Lessee Signature	_____ SSN	_____ Date

# Hometeam Properties Management, LLC. Master

This lease is secured by a deposit of: \$ \_\_\_\_\_

This lease is accepted by: \_\_\_\_\_  
Hometeam Properties Management, LLC Leasing Agent

\_\_\_\_\_  
Date

# Hometeam Properties Management, LLC. Master **CO-SIGNER GUARANTEE OF LEASE OBLIGATION**

In consideration of the execution and delivery of an apartment lease dated **DATE**, execution on behalf of myself/ourselves as Guarantor(s) and **NAMES/TENANTS** as Lessee, I/we hereby guarantee the prompt payment of the rent therein reserved and the full performance of agreements therein contained on the part of the Lessee to be performed.

I/we understand, by signing this guarantee, that if tenant should default on the rent payments or should breach the terms of said lease, I/we are legally liable, as guarantor/guarantors, for any and all liability for which tenant would be legally obligated as a result of said tenant's default or breach. I/we certify that the below listed information is true and accurate and hereby agree to allow Hometeam Properties Management, LLC, their agents, employees and/or representatives to run any and all necessary credit reports and verifications.

The information below is submitted for the purpose of renting the unit named above. I hereby certify the information to be true, and give Hometeam Properties and/or their agent(s) permission to run any and all credit reports and verifications.

**THIS GUARANTEE IS ABSOLUTE AND UNCONDITIONAL.**

Guarantor of the lessee agrees to remain the guarantor during the entire time of occupancy of the tenant and until exclusive possession is returned to the landlord, including month to month possession and day to day possession.

GUARANTOR IS RESPONSIBLE FOR **1/Number of Tenants** OF LEASE AGREEMENT FOR **ADDRESS** or an equal fractional amount based on the number of tenants.

\_\_\_\_\_  
Name of Tenant for which you are Co-Signing  
SIGNED:

<hr/>	<hr/>	<hr/>	<hr/>
Guarantor Signature	Date	Guarantor Signature	Date
<hr/>	<hr/>	<hr/>	<hr/>
Printed Full Legal Name	SSN	Printed Full Legal Name	SSN
 	( )	 	( )
<hr/>	<hr/>	<hr/>	<hr/>
Street Address	Phone #	Street Address	Phone #
<hr/>	<hr/>	<hr/>	<hr/>
City, State, Zip	Date of Birth	City, State, Zip	Date of Birth

Sworn to me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 200\_

NOTARY  
  
SEAL  
  
NEEDED

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Expiration Date of Notary Commission

\_\_\_\_\_  
Notary Telephone Number

**THIS GUARANTEE FORM MUST BE SIGNED BY AT LEAST ONE GUARANTOR, PREFERABLY BOTH. THIS FORM MUST BE NOTARIZED (INCLUDING SEAL), AND CANNOT BE ALTERED.**