

AGREEMENT OF LEASE

For and in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. LEASE TERMS

Payment of Rent

- (a) NAME AND ADDRESS OF LANDLORD:
(b) TENANT'S NAME:
(c) HOUSE OR APARTMENT NUMBER:
(d) TERM OF LEASE: From To:
(e) MONTHLY RENTAL
(f) SECURITY DEPOSIT
(g) DATE LEASE SIGNED

- (h) UTILITIES:
Trash LANDLORD PAYS TENANT PAYS
Electric LANDLORD PAYS TENANT PAYS
Gas LANDLORD PAYS TENANT PAYS
Water LANDLORD PAYS TENANT PAYS

(i) NAME AND ADDRESS OF LANDLORD'S AGENT: HAWKINS REALTORS; 20 S. Breiel Blvd.; Middletown, Ohio 45044

SECTION I. As of, Hawkins Realtors, hereafter referred to as Lessor, agrees to rent the property located at, City of Middletown, County of Butler, State of Ohio to hereafter referred to as Lessee.

SECTION II. Lessee agrees to pay Lessor the sum of per 1 year in rent.

Clause A. Rent is due on a Monthly basis, and said rent must be in the Lessor's possession on the first day of the month. Failure to uphold this clause on the part of the Lessee will result in additional rent for that month of \$50.00 plus \$5.00 additional rent for each further day that rent is not paid. If the premises are rented in the middle of a rental period, rent shall be pro-rated to the first day of the next rental period and shall be due in advance of occupancy. LESSEE'S INITIALS

Clause B. The rental period starts on the day Lessee is delivered the key to the rental unit.

Clause C. If Lessee pays Lessor by check and said check is returned by the bank for non-sufficient funds, a \$50.00 service charge will be levied plus late fees. Thereafter, all subsequent rent payments must be made by money order, or cashier's check.

Clause D. ALL RENT MUST BE CURRENT

Clause E. Rent is to be made by check or money order. Lessee agrees to not pay rent in cash.

Clause F. Monies received by lessor will be applied in this order to indebtedness by Lessee.

Utilities due, Bad Checks, Late Charges, Damages to premises beyond normal wear and tear. Unpaid rent.

Clause G. Acceptance by landlord of any and all monies after a late charge has been imposed does not constitute a waiver of said late charges.

Clause H. Lessor retains the options to increase the rent at the end of the rental period.

Security Deposit

SECTION III. Lessee agrees to pay Lessor, in advance, the sum of \$ to be held by the Lessor as a security deposit against any damage that might be done by the Lessee to said premises during occupancy.

Clause A. It is understood by the Lessee that the entire amount of the security deposit will be refunded upon the proper termination of this Rental Agreement provided that all of the following requirements have been met to the satisfaction of the Lessor: (1) All appliances are left clean and in good repair, (2) All trash, garbage, and debris has been removed, (3) woodwork, walls, and floors are free of dust or stains which were a result of carelessness on the part of the Lessee, (4) windows and screens are left clean and in good repair, (5) rents have been paid and (6) this Rental Agreement has been properly terminated (See Section IV, Clauses A, B, and C) by the Lessee. If the above is not satisfactorily accomplished, the costs incurred to do so will be deducted from the security deposit. NOTE: THE SECURITY DEPOSIT IS NOT TO BE CONSIDERED AS THE LAST PAYMENT OF RENT.

Clause B. Upon proper termination of this Rental Agreement by the Lessee (See Section IV, Clauses A, B, and C) and upon removal of Lessee's personal belongings, Lessor will inspect the premises to determine whether all requirements have been met to lessor's reasonable satisfaction.

Clause C. Lessee agrees to wave security deposit if lessee violates any terms of this lease which results in eviction notice served. LESSEE'S INITIALS

Condition of Premises

Lessee is given three(3) days from the date of original occupancy, as per Section I, to submit to Lessor, a checklist, to be furnished by Lessor, of damages or defects in or on the premises which were already present upon Lessee taking occupancy. This list must be submitted in writing and signed by the Lessee. Failure to fulfill this requirement on the part of the Lessee will automatically make herein named Lessee responsible for said damages or defects upon termination of this Rental Agreements.

Termination of Lease

SECTION IV. Lessee (tenant) is required to give Lessor (Landlord's Agent) a thirty (30) day written notice of intent to vacate on the first of the month. A copy of a 30 day notice form will be given with this lease for the lessee's use upon vacating the property. Signing the lease is lessor and lessee's proof of receiving 30 day notice form. Said thirty (30) day written notice becomes null and void if tenant has not vacated on or before the thirtieth day after Lessor's receipt of said written notice. Notice to vacate shall be given on similar written notice from lessor. In the event Lessee owes more that one (1) week's rent, an eviction notice will be served, requiring Lessee to give immediate possession. Damage deposit will be forfeited. Eviction does not release Lessee from lease.

Clause A Lessee must maintain occupancy for a period of not less than 12 months.

Clause B Property can not be sublet without the written permission of the Landlord.

Clause C. Once Lessee has given official notice of termination of this Rental Agreement, any tenant holdover during the following month will require a full month's rent to be paid

Clause D. The Lessee covenants that his occupancy of the said premises beyond the term of this lease shall not be deemed as a renewal of this lease for the whole term or any part thereof, but that the acceptance by the Lessor of rent accruing after the expiration of this lease shall be considered as a renewal of this lease for one month only and for successive periods of one month only.

Clause E. Lessee agrees to be responsible for the complete time of occupancy including any holding over.

Non-Liability of Lessor

SECTION V. Lessor is not responsible for fire, or theft, or any damages which may occur to the Lessee, his personal property, or his vehicles(s) which may be parked on the premises, unless caused by Lessor's employees or agents.

Right of Re-Entry

SECTION VI. Lessor may enter said property at any reasonable time to inspect, repair, or maintain the premises. Once notice of termination has been given, Lessor may show the property to prospective tenants at any reasonable time. However, Lessor will try to contact Lessee if he plans to show the property.

Clause A. If upon an inspection, Lessor discovers that the Lessee is not keeping the premises clean and orderly, Lessor may terminate the Rental Agreement.

Responsibility for Negligence

SECTION VII. If a plumber, electrician, repairman, or exterminator is called due to negligence on the part of the Lessee or any member of his family, Lessee will be responsible for the entire cost.

Animals No Exceptions

SECTION VIII. Absolutely NO animals will be permitted on the premises – NO Exceptions. If animals are found on the premises, Lessee will be given notice that this rental agreement will be terminated. Lessee will be entirely responsible for any and all damages done by an illegally kept animal. The cost of repairing said damages shall be deducted from the Security Deposit. Our Policy does not allow for pets of any kind on the premises. There will be a \$200 charge per day for violators. LESSEE'S INITIALS: _____

Baby-sitting

SECTION IX. Absolutely NO BABY-SITTING OR CHILDCARE is to be done on the premises, except for the care of the Lessee's children.

Trash

SECTION X. If a dumpster is available, Lessee agrees to use the dumpster only to dispose of trash. If no dumpster is available, tenant agrees to furnish either metal or plastic trash cans. Lessee/tenant is responsible for the removal of any and all trash on a weekly basis. Under no circumstances shall there be any trash on balconies, porches, or patios. If municipality levies a fee for trash collection, said fee shall be paid to landlord.

Parking

SECTION XI. The property shall not be used for any unlawful purpose.

SECTION XII. Lessor has provided space for one vehicle at _____.

Clause A. There shall be absolutely no motorcycles on the premises.

Clause B. Lessee/tenant agrees that the vehicles of his/her invitees, agents, and/or contractors shall not be parked in other than designated parking areas.

Clause C. Parking areas shall be assigned for one vehicle.

Clause D. There shall be no semi-tractor trailers on the premises.

Clause E. There shall be no mechanical work done on any motor vehicle on the premises.

SECTION XIII. Locks must not be added or changed without the written consent of the Management.

Locks & Keys

Clause A. A \$2.00 charge will be made for any additional key made due to loss. A \$25.00 charge will also be made for a lock-out call. If keys are not returned to Lessor upon move-out, \$45.00 will be deducted from the security deposit to have the locks replaced or re-keyed.

KEYS ISSUED: _____ LOCK #: _____ LESSEE'S INITIALS: _____

Utilities

SECTION XIV. Lessor agrees to furnish the following utilities: _____.

Clause A. Furnished utilities are expected to be used normally. However, should Lessor note an increase in his payments for furnished utilities, Lessee will be billed for the excessive use of utilities. Water furnished by Landlord is for the use inside the leased premises only, and not for washing of vehicles or filling swimming pools, or using hose for children to play in water.

SECTION XV. Lessee is to use this property for living quarters for the residence of: _____ persons: _____.

Clause A. Only the above named number of people are to reside on the property named herein. Any changes in these numbers will result in termination of this Rental Agreement at the discretion of the Lessor.

SECTION XVI. The following items are inventory of the property: _____.

SECTION XVII. Lessee covenants and agrees that he/she will not park motor vehicles upon any grassy area of the dwelling unit or permit any vehicle to be driven upon or across such areas by his/her invitees, agents, and/or contractors.

SECTION XVIII. Lessee/tenant must obtain contents insurance. Lessee/tenant must provide Lessor (landlord's agent) with a copy of said contents insurance within ten (10) days after the date of this lease.

SECTION XIX. Lessee/tenant must give Lessor (landlord's agent) written notice of the presence of any water bed.

Clause A. Lessee/tenant shall pay to Lessor (landlord's agent) a \$10.00 flat fee to fill the water bed only when Landlord furnished water.

Clause B. Lessee/tenant may have a water bed on the premises only if Lessee/tenant provides Lessor (landlord's agent) with a copy of appropriate insurance covering loss by water bed related accidents.

SECTION XX. Lessee/tenant; Lessor/Landlord's Agent shall be responsible for all lawn care.

Effect of 3 Day Notice

SECTION XXI. Lessee/tenant shall be responsible for all snow and ice removal.

SECTION XXII. In the event that Lessor (landlord's agent) shall properly serve upon Lessee/tenant a three-day notice pursuant to Ohio Revised Code Chapter 1923, and/or Ohio Revised Code Chapter 5321, thereby electing to forfeit this lease, Lessee/tenant shall have a continuing liability upon his or her covenants and stipulations in this lease, including subsequently accruing rents, utilities, bad checks, late charges, and damages to the premises beyond normal wear and tear, until such time as Lessor (landlord's agent) can in all due diligence re-rent the premises.

Re-Rental Fee

SECTION XXIII. In the event that Lessor (landlord's agent) shall properly serve upon Lessee/tenant a three-day notice pursuant to Ohio Revised Code Chapter 1923 and Ohio Revised Code Chapter 5321, Lessee/tenant agrees that there shall be a re-rental fee, which must be reasonable under the circumstances and must have a reasonable relationship to expenses reasonably anticipated by the landlord, not to exceed \$150.00

SECTION XXIV. At the end of the tenancy hereby created, Lessee will notify Lessor or Lessor's agent in writing as to the next address of Lessee, per the provision of Section 5321.16(B), Ohio Revised Code, in order to receive the amount due from Lessor from the Security Deposit.

SECTION XXV. No kerosene heaters permitted in any rental property.

SECTION XXVI. Tenant is to maintain smoke detectors in all rental properties.

SECTION XXVII. Tenant is not to attach any objects to doors, windows or building exterior. LESSEE'S INITIALS _____

Maintenance

SECTION XXVIII. Maintenance - Lessee/Tenant shall report to Lessor the need for repairs or other maintenance which is the responsibility of the Lessor to repair or maintain, in a timely manner. Lessor will schedule such repair or maintenance as soon as practicable. Thereafter, the maintenance person will knock on Lessee/Tenant's door prior to entering to perform the needed services.

LESSEE'S INITIALS: _____

In the event this matter needs to be turned over to collections the Lessee/Tenant agrees to pay all costs of collections including court and filing fees but not limited to attorney fees. _____

WE, (I), the undersigned, have read this Rental Agreement and agree to it fully.

Accepted By:

We (I) have received a copy of this lease

Lessee/Tenant

Lessee/Tenant

Date