

# A&M Rentals Lease Agreement

Adrian Hershberger : 740.801.0082

This Lease, entered into this the \_\_\_\_ day of \_\_\_\_\_,  
by Adrian Hershberger (A&M Rentals) and between

\_\_\_\_\_

called respectively Landlord(s) and Tenant(s).

**Witnessed:** that for and in consideration of the payment of the rents and performance of the covenants contained on the part of the Tenant(s), and Landlord(s) does/do hereby demise and let unto Tenant(s) and Tenant(s) hire from Landlord(s) for use as a business those premises described as a house or apartment located at \_\_\_\_\_.  
for the tenancy commencing on the \_\_\_\_ day of \_\_\_\_\_, thru the \_\_\_\_ day of \_\_\_\_\_.

## The Unit Rent -

For the term of this lease is \$\_\_\_\_\_ which shall be paid in monthly installments of \$\_\_\_\_\_.  
and are due and payable on the first (1st) day of each and every month thereafter. Failure to pay on the due date constitutes a breach of this lease by Tenant(s). The Tenant(s) agree(s) with the following TERMS AND CONDITIONS/BUILDING RULES:

**1. Occupants.** The said premises shall be occupied by no more than \_\_\_\_ Person(s) that is equal to \_\_\_\_ adult(s) and \_\_\_\_ child/children.

Name(s)

Age(s)

**2. Waterbeds.** No waterbeds shall be brought on the premises without the prior written consent of the Landlord(s). Landlord(s) written consent for the use of the waterbeds will be given only after proof of insurance is established.

**3. Ordinances and Statues.** Tenant(s) shall comply with all statues, ordinances and requirements of all municipal, state and federal authorities now in force, which may hereinafter be in force pertaining to the use of the premises. The volume of any and all noise (i.e. radios, televisions, parties, etc.) should be kept at a level as not to disturb other tenants. Excessive noise or high levels during inappropriate times of the day may cause for termination. No open containers. No use of liquid fuel heaters is permitted. No inside pets. No open fires except in fire ring. No live Christmas trees are permitted. No dumping of tires, mattress and furniture on or around the premises.

**4. Repairs or Alterations and General Upkeep.** Tenant(s) shall be financially responsible for damages caused by Tenant(s) negligence and that of the Tenant(s) invitee guests. Tenants shall not repair anything without prior written consent of the Landlord(s). All alterations, additions, or improvements made to the premises with the consent of the Landlord(s) shall become the property of the Landlord(s) and shall remain upon and be surrendered with the premises. (i.e. removing carpet, hanging border or wallpaper, etc) Tenant shall be responsible for general upkeep of the residence, both on the interior and the exterior (i.e. trash). Inspections will be conducted to insure this is not a problem.

**5. Upkeep of the Premises.** Tenant(s) shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the Landlord(s) in a good condition as when received, ordinary wear and damaged by the elements excepted. No unsightly or large holes in wall or ceiling are permitted. Then Tenant(s) is/are responsible to clean carpeting at own expense during the tenancy. Garbage is to go into garbage cans and/or dumpster with lid on top. Or tie garbage in a plastic bag (no paper bags are to be used) we cannot allow garbage to be spilled or lying about the premises. You are responsible for your own garbage getting to the designated areas appropriate for disposal. Tenants and guest are not to litter the premises. We ask Tenant to keep the premises picked up and clean. We realize that sometimes papers and debris that belong to someone else end up on the premises. Please help pick it up so the property remains nicer looking. Weekly garbage pick up is the responsibility of the Tenant.

**6. Assignment & Subletting.** Tenant shall not assign this Lease or sublet any portion of the premises. Any guest staying longer than 7 days are considered a tenant and must be approved by management.

**7. Utilities.** Tenant shall be responsible for the payment –circle all that apply- electric, water, gas, phone, cable, other \_\_\_\_\_. Receipt that these utilities have been established in tenants name is required before keys are given. Any utilities that we pay for and at any time your usage of this utility become excessive and exceeds \_\_\_\_per month will be responsible for that amount.

**8. Default.** If Tenant(s) shall fail to pay rent when due, or comply with any of the terms stated in the agreement, after not less than three (3) day written notice of such default given in the matter required by law, Landlord(s), at Landlord(s) option, may terminate all rights of the Tenant(s) hereunder, unless Tenant(s), within said time, shall cure such default. If Tenant(s) abandon(s) or

vacates the property, while in default of the payment of the rent, Landlord(s) may consider and property left on the premises to be abandoned and may dispose of the property in a manner allowed by law.

9. **Security.** The security deposit set fourth shall be equal to one month's rent and secure the compliance of Tenant(s) obligations hereunder and due prior to occupancy. Landlord(s) may but shall not be obligated to, apply all the portions of said deposit on account of Tenant(s) obligations hereunder. Tenant(s) agree to pay Landlord(s) for all cost and expenses in excess of the security deposit. Any balance remaining upon termination shall be returned to Tenant(s). Tenant(s) shall not have the right to apply the security deposit in payment of the last month's rent. Unit security deposit is on file in the sum of \*\$\_\_\_\_.\_\_\_\_\* see below.

- A. The full term of this contract has elapsed and written notice of intent to vacate is received by Landlord(s) thirty (30) days prior to vacating.
- B. Resident has caused the entire unit, not limited to carpets, floors walls, appliances, bathroom fixtures to be cleaned, and premises have been inspected and found to be in rent able conditions.
- C. There is no damage to the property other than reasonable wear.
- D. Tenant(s) allows Landlord(s) to show unit by appointments during 30 day notice period.
- E. Tenant(s) has paid all unpaid charges, including delinquent rents, late charges, bills on utilities, etc.
- F. All original keys have been returned.
- G. Tenant(s) has/have left a forwarding address in writing with Landlord(s).

\*Payment received will be applied in the following order: Property damages, bad checks charges, late charges, pet or other fees, delinquent rent, and the balance to current rent, no matter what may be specified on the memo portion of the check.

10. **Deposit Refund.** The balance of all deposits shall be refunded within thirty (30) days from the date of said lease, together with a statement showing any charges made against such deposits by Landlord(s). Any Tenant not providing, fulfilling, or complying with Tenant(s) 30-day notices to vacate will automatically forfeit the entire security deposit.

11. **Right of Entry.** Landlord(s) reserve(s) the right to enter the unit at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs, maintenance and alterations to the premises. Tenant(s) hereby grant(s) permission to Landlord(s) to show the premises to prospective purchaser, mortgages, tenants, workmen, or contractors at reasonable hours of the day.

12. **Termination/Renewal.** This Agreement and the tenancy granted may be continually renewed until such time as it is terminated by either party hereto given to the other party notice in written and postmarked not less than thirty (30) days prior to the date consisting the last day of any said Term.

**13. Attorney's Fees.** The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenants herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions herein, shall be awarded all of the costs in connection therewith included, but not by way of limitation, reasonable attorney's fees.

**14. Rent.** Rent is due and payable on the first (1st) day of each month. Payments postmarked after the 5th of the month will be assessed a \$25.00 late fee. Any payments received with a postmark after the 15th of the month will be assessed a \$2.00 a day late fee. Please make checks and money orders payable to: A & M Rentals. Each time payments are returned for non-sufficient funds there will be an assessment of a \$25.00 NSF charge and applicable fees.

**15. Parking Lot.** No parking or driving is permitted for any reason on the lawns. Tenant(s) will be charged for any damage Tenant(s) or Tenant(s) guests create. Please see attached form: Parking Contract. No vehicle(s) shall be parked without plates, oil changes.

**16. SMOKING. ABSOLUTELY NO SMOKING INSIDE OF RESIDENCE.**

**17. Insurance.** The Landlord(s) is/are NOT responsible for any loss or damage of the Tenant(s) personal property for any reason therefore it is advised that the Tenant(s) purchase Tenant(s)/Renter's insurance to cover all personal belongings.

**18. Smoke Detector/Alarm.** Tenant(s) acknowledge(s) that a smoke detector/alarm is installed in the unit and it is in proper working order. For the time that the Tenant(s) occupy/ occupies the unit, the Tenant(s) is/are responsible for the smoke detector/alarm and assuring that it is in proper working order at all times.

**19. Appliances.** Tenant(s) acknowledges that all appliances including range, refrigerator, washer, dryer, dishwasher, disposal and other appliances placed in the units a courtesy and Landlord(s) do NOT guarantee the use of such and will not be responsible for any financial loss in Tenant(s) using of the appliances.

**20. Pro-rated rent.** If possession of the premise is given to the Tenant(s) prior to the commencement of the term, Tenant(s) agree(s) to pay Landlord(s) a prorated amount of rent based upon the number of days in such month and possession is given prior to the first of the Term, shall be due and payable upon execution of this Lease. Tenant(s) have paid prorated rent for \$\_\_\_\_ based on a \$\_\_\_\_ per day charge multiplied by \_\_\_\_ day(s) of tenancy for the remaining days in said month for a total prorated rent in the amount of \$\_\_\_\_ and agrees to comply and be subject to all the items in said Lease from entered into date.

**21. Abandonment.** If a tenant's occupancy appears to indicate abandonment from and of the premises for five (5) consecutive days, while all or any portion of the rent is unpaid, the premises

shall be deemed abandoned. The agreement, at Landlord(s) option, may immediately terminate and the unit may be entered. The unit may be re-entered without any liability of the Landlord(s) to the tenant whatsoever.

**22. Pets.** No pets will be permitted on the premises without the written consent of the Landlord(s).

**23. Outside Furniture.** No furniture shall be placed outdoors other than furniture that is designed for such purpose.

**24. Illegal Substance Affirmation.** Tenant(s) confirm that they, their children (if applicable) and all guests visiting the unit do not sell or use illegal substances on or off the property now or will not in the future. Tenant(s) understand that if they are caught violating this agreement they will be subject to an immediate eviction.

Tenant Signature

Leasing Agent Signature

Co-Tenant Signature

Co-Signer Signature

The parties hereto have executed this agreement the day and year first written above.

**WARNING: This is a binding and legal contract. Do not sign without fully understanding. Consult an attorney if you have any questions.**

Tenant Signature

Leasing Agent Signature

Co-Tenant Signature

Co-Signer Signature