

**VICTORIAN VILLAGE APTS.**  
**P.O. Box 471, Nelsonville, Ohio 45764**  
**740-707-5851- Owner**

Roommate: \_\_\_\_\_

**RENTAL/LEASE AGREEMENT**

TENANT NAME: \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_

Nearest Relative: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone No: \_\_\_\_\_ SS#: \_\_\_\_\_

Cell Phone # \_\_\_\_\_

Vehicle Color: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

This rental agreement is between James E. and Jolinda Edwards dba Victorian Village (The Owners) and \_\_\_\_\_ (the Tenant) is for a period of \_\_\_\_\_ months for the rental unit located at \_\_\_\_\_ Nelsonville, Ohio 45764, who shall agree to the following terms and conditions:

**Please circle your option below:**

<u>Doubles</u> 12 month lease \$325.00 per month 9 month lease \$375.00 per month	Per Person Per Person
<u>One Person - In Double</u> 12 month lease \$625.00 per month 9 month lease \$675.00 per month	Per Person Per Person
<u>Singles - One Person</u> 12 month lease \$500.00 per month 9 month lease \$550.00 per month	Per Person Per Person
<u>Single - New</u> 12 month lease \$525.00 per month 9 month lease \$550.00 per month	Per Person Per Person
<u>2 Bedroom Townhouses</u> 12 month lease \$375.00 per month 9 month lease \$400.00 per month	Per Person Per Person
<u>3 Bedroom Townhouses</u> 12 month lease \$275.00 per month 9 month lease \$300.00 per month	Per Person Per Person
Deposit / \$225.00 per person	

Apt: \_\_\_\_\_  
Type: \_\_\_\_\_  
Term: \_\_\_\_\_  
Rent: \_\_\_\_\_

## APARTMENT LEASE

### VICTORIAN VILLAGE APTS. P.O. Box 471 Nelsonville, Ohio 45764 740-753-5274

THIS LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Victorian Village Apartments hereinafter designated as Lessor, and \_\_\_\_\_, hereinafter designated as Lessee's,

#### WITNESSETH:

The Lessor, in consideration of the rent reserved herein to be paid by said Lessee/s and of the other covenants, rules, agreements and conditions hereinafter contained to be kept, performed and observed by said Lessee/s, does hereby let and lease unto said Lessee/s, Apartment \_\_\_\_\_ in the Victorian Village Apartments located at \_\_\_\_\_, in the City of Nelsonville, County of Athens, and State of Ohio, to be used and occupied by the Lessee/s as a private residence, and for no other purpose, for the term beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Lessee/s shall pay each month during the term the sum of \$ \_\_\_\_\_ as basic rent. Each payment shall be made by a single check (no post dated or third party checks) or money order in advance on the 15th day of each month during said term at P.O. Box 471, Nelsonville, Ohio 45764, or such other places as said Lessor may direct hereinafter in writing.

1. The Lessee/s accepts said premises in their present condition, and agrees to keep said premises in a good and clean condition; to make no alterations, including partitions, to the same; to commit no waste thereon; to obey all laws and ordinances affecting said premises; to repay the Lessor the cost of all repairs made necessary by the negligent or careless use of said premises; to obey and abide by the rules and fees specifically itemized in Paragraphs 23 and 24, and to surrender the premises at the termination hereof in like condition as when taken.

2. It is understood that if the Lessee/s shall be unable to enter and occupy the premises at the time above provided by reason of said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result to any cause or reason beyond the control of the Lessor, the Lessor shall not be liable in damages to the Lessee/s. If said Lessor is not able to deliver possession to said Lessee/s within five days of the date named for the commencement of said term, the Lessee/s may cancel and terminate the Lease.

3. In case of partial destruction or injury to said premises by fire, the elements, or other casualties, the Lessor shall repair the same with reasonable dispatch after notice to him in writing of such destruction or injury. The Lessee/s shall be liable for all such destruction or injury to the premises caused by Lessee's negligence or violation of any covenant, rule or regulation within this Lease. In the event the premises are rendered totally untenable by fire, the elements, or other casualty, or in the event the building of which the demised premises are a part, though the demised premises may not be effected, is so injured or destroyed that the Lessor shall decide within a reasonable time not to rebuild, the term hereby granted shall cease and the rent shall be paid up to the date of such injury or damage.

4. Lessor shall furnish water and sewer and refuse removal for ordinary domestic use. Lessee/s shall pay for all other utility services.

5. The Lessor, his agents and employees may enter said premises at any time with a key or otherwise to examine same or to make needed repairs to said premises upon 24 hours notice to the Lessee/s, or in lieu of 24 hours notice at the request of any said lessee of the applicable apartment. Said 24 hour notice shall not be necessary where it is impracticable to give the same or if there is an emergency situation. It is agreed by all parties to this lease that a pest control service schedule given to each lessee at the beginning of said lease giving notice of a monthly pest control treatment shall meet the statutory 24 hour notice requirement. Similarly, Lessor, its agents and employees may enter the premises at reasonable times to install or repair pipes, wires, and other appliances deemed by the Lessor essential to the use and occupation of other parts of the building, and to perform extraordinary pest control services with 24 hours notice, except in the case of impracticable or emergency situations. Inside chain or security locks are prohibited!

6. The Lessee/s further covenants that he will not allow anyone to share said premises, keep illegal boarders, nor assign, sublet or transfer said premises or any part thereof. Absolutely no subletting or assigning of said lease on the premises. All parties living in an apartment must be on the applicable lease, except for minor children of the lessee/s. An illegal boarder is defined as a person inhabiting the apartment for more than six (6) days per calendar month or inhabiting said apartment for two (2) days continuously during any period of time.

7. The Lessee/s covenants that the Lessor shall not be liable for any damage or injury of the Lessee/s, the Lessee's agents or the Lessee/s children or to any person entering the premises or the building of which the demised premises are a part or to goods or machinery or other chattels therein resulting from any defect in the structure or its equipment, or equipment within, or in the structure or equipment of the structure of which the demised premises are a part and further to indemnify and save the Lessor harmless from all claims of every kind and nature. Victorian Village Apartments advises all tenants to obtain their own "Apartment Dwellers Insurance" as the Lessor's insurance policy does not cover tenant belongings.

8. The Lessee/s covenants that in the event of a partial eviction occasioned by any act or neglect of the Lessor that does not materially affect the beneficial use by the Lessee, the obligation to pay rent shall not abate but possession shall be restored or the rent shall be reduced proportionately at the option of the Lessor.

9. The Lessee/s covenants and agrees that he/she (a) will keep the part of the premises he uses and occupies safe and sanitary; (b) will dispose of all rubbish, garbage and other wastes in a clean, safe and sanitary manner in the large outside steel dumpsters only; (c) will keep all plumbing fixtures in the dwelling unit or used by him clean; (d) will use and operate all electrical and plumbing fixtures functioning properly and comply with the requirements imposed by all applicable State and local housing, health and safety codes; (e) will refrain and forbid any other person who is on his premises with his permission from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or other parts of the premises; (f) will keep in good working order and condition and keep clean any range, refrigerator, furnace filter, smoke alarms, or other appliance supplied by the Lessor and; (g) will conduct himself and require others on the premises with his consent to conduct themselves in a manner which will not disturb his neighbors peaceful throughout this document, will be obeyed. Lessee/s further covenants that he will be liable for all fees itemized in Paragraph 24, and that he will be responsible for all applicable fees incurred by acts and omissions of his family and guests, whom Lessee/s will see obey all covenants and rules in this lease.

10. The Lessee/s covenants that he shall promptly report to the Lessor any smoke detectors or other fire protection apparatus located on the premises which is not working properly. However, it will be the lessee/s responsibility and expense to keep working batteries in the battery operated smoke alarms during the term of this lease.

11. The Lessee/s covenants that his/her 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 lease for one month only and for successive periods on month only. This only occurs with permission from the Lessor.

12. Absolutely no option to renew lease! There shall be no option of the lessee/s to renew this lease. Lessee/s may apply for a new lease on the premises without having to pay an application fee. Lessee/s must notify Lessor in writing one-hundred and fifty (150) days in advance of the termination date of the Lease of their wish to apply for this apartment. Failure to provide such notification will be considered by the Lessor as Lessee/s intent that Lessee/s does not wish to lease the apartment.

13. Lessee/s on this lease in violation of any rule, regulation, or covenant of this lease or their current lease prior to the beginning of this lease shall be subject to the immediate cancellation of this lease at the discretion of Lessor.

14. All Lessee/s executing this Lease acknowledge that they are jointly and severally liable as Co-Tenants for all rents, fees, damages, and expenses charged to their account.

15. In the event of legal proceedings being instituted to collect for past due rent, damages, unpaid bills, or evict Lessee/s said Lessee/s shall be liable to the Lessor for all court costs.

16. If said premises shall be abandoned, deserted or vacated, then it shall be lawful for said Lessor, his agents, attorney, successors or assigns to reenter, repossess said premises and upon reentry as aforesaid this Lease shall terminate. However, Lessee/s shall remain liable for all covenants of this lease breached and for all future rents under the terms of this lease until the apartment is re-rented along with the applicable administrative and advertising costs of re-renting the apartment. An apartment shall be considered abandoned if the monthly rent is past due, and the tenant has moved all chattels out of the apartment.

17. It is understood and agreed that the terms Lessor and Lessee/s shall include the executors, administrators, successors, heirs and assigns of the parties hereto.

18. In the event Lessor or its agent is required to process a check of the Lessee/s which has been returned by the bank for any reason, the Lessor or its agent will notify said Lessee/s and thereupon the amount of that check plus a handling charge itemized in Paragraph 24 shall become due and payable within 24 hours of said notification. Lessee/s rent shall be considered unpaid until paid by money order or certified check. All subsequent rents, fees, etc. due Lessor shall be paid by money order or certified check by Lessee/s who have given a check returned by their bank for any reason.

19. Lessee/s agrees to pay stipulated rent in advance, and agrees further that the acceptance by the Lessor's Agent of rental payments after the due date shall in no manner constitute a waiver of Lessor's rights in the event of Lessee's failure to make rental payments as herein prescribed and agreed, nor will it be considered as a change in the date upon which the Lessee/s is required to pay said rent. For each day thereafter, that rent is late, the charge shall be \$2.00 per day for a maximum charge of \$20.00. Any past due rents after the 15th of the month said rent is due, shall incur a finance charge of one and one-half percent (1 1/2%) per month until collected.

20. Lessee/s agree to abide by any rules and regulations implemented during the term of this lease for the personal security of the apartment buildings and tenants. Absolutely No Hookah pipes used in apartments!

21. Lessor shall have the right at all times to require strict compliance with all covenants and provisions of this lease, notwithstanding any conduct or custom on the part of the Lessor in refraining from so doing at any time or times, and the waiver by Lessor at any time of any breach or condition of this lease by the Lessee shall not be or affect any change in the terms hereof or constitute or become a waiver of a subsequent breach, and Lessor may discontinue any facilities furnished and services rendered by the Lessor, not expressly covenanted for herein, it being expressly understood that they constitute no part of the consideration for this lease. Furthermore, Lessor may initiate eviction procedures against any Lessee/s upon the statutorily required notice for any breach of any covenant, rule, or regulation of this lease, and Lessee shall remain liable for any unpaid rents, fees, and waste committed upon the premises. In addition, if Lessee/s is evicted he shall remain liable for the balance of all future rents and the expenses of re-renting the apartment due under the terms of this lease until the apartment is re-rented.

22. Lessee/s has deposited with Lessor \$\_\_\_\_\_ as security for the full and complete performance of the duties and obligations imposed upon the Lessee/s by the terms and provisions of the lease. In the event of a default by the Lessee/s in such performance, Lessor may apply such portions of such deposit as necessary in order to compensate Lessor for any damages sustained by Lessor by reason of such default. All portions of such deposit which are not so applied by Lessor or necessary to be so applied in order to compensate Lessor for damages sustained by Lessor shall be returned by Lessor to Lessee/s within 30 days of the expiration of this lease and delivery of possession provided, however, that Lessee/s has occupied the premises or paid rent for same for full term of this lease and delivery of possession provided, however, that Lessee/s has occupied the premises or paid rent for same for full term of this lease. In the event that the Lessee/s vacates the premises prior to the expiration of the lease term, in addition to other remedies due Lessor, the entire Security Deposit will be retained by the Lessor to cover its costs in obtaining another occupant for the premises vacated.

a. IN NO CASE CAN THE LESSEE/S USE THE SECURITY DEPOSIT AS THE LAST MONTH'S RENT! Lessee/s further covenants and agrees that upon the expiration of said term or upon the termination of the Lease for any cause, he/she will yield immediate possession to Lessor and return the keys for said premises to Lessor. Lessee/s agrees to vacate premises in clean condition and notify in writing to Lessor 30 days in advance of his/her intention to vacate. Security Deposits will be returned only if proper notice is given as required by the landlord and the law of the State of Ohio. Furthermore, all other requirements of the law as to the return of security deposits must be strictly complied with. Lessee will be responsible for removal of smoke odor if applicable.

23. Lessee/s agrees and covenants that he will abide by the covenants contained herein and the rules and regulations listed below and that failure to abide by any one of such covenants, rules, and regulations shall constitute a breach of this lease allowing Lessor to evict Lessee/s and hold Lessee/s liable for all rents due, past, present, and future, and any other applicable damages incurred by Lessor:

a. The yards, sidewalks, halls, passages, and stairways shall not be obstructed by any of the tenants, or used by them for any other purpose than those of ingress and egress to and from their respective apartments; nor shall any tenant, tenant's guest, or employee of any tenant go upon the roof under any conditions.

b. Floors, doors and windows reflecting or admitting light into passageways or elsewhere in the building shall not be covered or obstructed by Lessee/s and nothing shall be thrown by Lessee/s out of the windows or doors or down the passages, halls, or elevators of the buildings.

c. The Lessor shall in all cases retain the right to control and prevent access to the building or any part thereof, of all persons whose presence, in the judgment of the Lessor, or its employees, shall be prejudicial to the safety, character, reputation or interests of the building or its occupants.

d. The toilets and water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, ashes, medicines, chemicals, sanitary napkins, or other improper articles shall be thrown therein. Any damage resulting by such misuse shall be borne by the Lessee/s.

e. No signs, awnings, screens, paper, advertisements or notices shall be placed or fixed upon any part of the premises, outside or inside, nor shall any articles be suspended outside the building or placed on the windows or window sills thereof, save with the consent, in writing, of the Lessor.

f. No tenant shall do or suffer or permit anything to be done in said premises, or being or keep anything therein which will in any manner be construed to be a fire hazard or increase the rate of fire insurance on said building or on property kept therein, obstruct or interfere with the rights of other tenants, or do or suffer or permit anything to be done which shall conflict with the laws, regulations, rules and ordinances of the Fire Department, of the Department of Buildings, of the Department of Health, or of any other of the constituted authorities of the City of Nelsonville, County of Athens, or the State of Ohio. Specifically, no extension cords shall be permitted, except power strips and heavy duty extension cords as approved by the City of Nelsonville Fire Department and Office of Code Enforcement.

g. No noisy or disorderly conduct or conduct annoying or disturbing to other occupants of the building, shall be permitted. Underage alcohol consumption or illegal drugs of any kind is not allowed on the premises, and its discovery will result in immediate eviction of the culpable party and/or lessee/s of the applicable apartment.

h. No pets of any kind, including but not limited to domestic or wild animals and birds, shall be maintained in or about the building; not even to visit, and the Lessee/s authorize Lessor to remove any such pet found in the apartment or on the apartment building premises to the local animal shelter, and to charge Lessee/s the cost of removing and transporting said pet, such charge to be a minimum of \$50.00

i. No picture hooks, nails or other devices for suspending pictures, mirrors, etc. shall be driven in any part of the building, nor shall any portion of the same be marked, defaced, or otherwise altered, save with the written consent of the Lessor, nor shall nails, tacks, or other devices for securing rugs, carpets or other floor coverings upon the floors be driven into or fastened to the floors without the written consent of the Lessor.

j. Any fixtures or chattels left in the premises upon the termination of this lease shall be declared abandoned and will become the property of the Lessor.

k. No additional electric pipes or wires or radiators or fixtures of any kind shall be put in or changed in any way altered, save with the written consent of the Lessor.

l. The Lessor reserves the right to prescribe the weight and proper position of heavy articles, and the manner of placing them in position. The Lessee shall be liable for all damages to the building caused by taking in, moving or removing the same. Beer kegs are absolutely prohibited from the premises.

m. Property left by or for tenants with employees of the Lessor will be received by such person as agents of the Lessee/s and Lessor will not be responsible for its loss or damage.

n. Lessee/s shall not use any electrical appliance that will interfere in any way with the radio or television reception of other tenants, nor in any event build or use any outside aerials for any purpose.

o. Lessee/s shall install only draperies on any exterior window or door and all draperies must be white or lined with white fabric and must cover the entire glass area in the window or door. In the event of failure to comply with this rule after one warning notice, lessee/s authorize Lessor to enter Lessee/s apartment, remove the existing draperies, replace them with draperies that comply with this rule, and charge the Lessee/s for the new draperies and an installation charge of \$50.00.

p. No waterbeds are permitted on the premises, save with the written permission of the Lessor and compliance with certain insurance requirements.

q. No trailers, motor homes, or boats will be allowed to park on the premises, save with the written consent of the Lessor. No vehicles are permitted on property with flat tires or inoperable. They are subject to being towed.

r. No assemblies of any nature shall be held in any apartment that exceed eight (8) persons or four (4) times the number of tenants occupying said apartment including the tenants occupying the apartment, whichever number is greater.

s. Any tenant found vandalizing or attempting to circumvent the security door system will be immediately prosecuted and evicted!

24. Lessee/s agrees to pay the following fees when applicable:

a. Lease Change .....	\$30.00
b. Lock Out-To 11 P.M.....	10.00 After 11P.M. - \$25.00
c. Keys Made.....	5.00 per key
d. Check Returned by Bank for any reason.....	25.00
e. Lock Change.....	35.00
f. Removal of Trash Per Bag.....	20.00
g. Cleaning Refrigerator .....	40.00
h. Cleaning of Apartment (extensive).....	10.00 per hour per person
i. Non-Return of Key .....	25.00
j. Painting and patching of walls and ceilings.....	12.00 per hour per person (labor) plus cost of materials
k. Structural Damage To Apartment.....	15.00 per hour per person (labor) plus cost of materials
l. Light fixtures, Traverse rods, Refrigerator parts, etc.....	12.00 per hour per person (labor) plus cost of materials
m. Plumbing, electrical, or appliance repair due to tenant's negligence or carelessness .....	12.00 per hour per person (labor) plus cost of materials
n. Moving Furniture at Tenant's Request.....	12.00 per hour per person (labor)
o. Bookkeeping Charge for using Security Deposit as last month's rent.....	100.00 (Beginning date of lease): Forfeiture of Security Deposit No cancellation allowed; Liable for all rent until apartment re-rented!
p. Fee Schedule for Cancellation of lease prior to Move-In	
1. Over 60 days prior to Move-In .....	
2. Within 60 days of Move-In.....	
q. Forfeiture of deposit if you choose to sublet apartment.	

25. Tenant/s must have the electric service provided by AEP for the applicable apartment on this lease put in their name/s no later than the beginning date of this lease, and leave said electric service in the tenant/s name/s until the ending date of this lease. Failure to comply will result in the tenant/s being charged a \$50.00 bookkeeping fee and being billed for the applicable electric charges.

26. ONE parking pass will be issued to each tenant IF a vehicle is listed on the front of this lease. This permit is to be posted in the front windshield clearly. In the event you change your vehicle for any reason, you need to exchange the parking pass. ALL vehicles parked outside of visitors parking without a valid pass will be towed at owner's expense. It will be tenant's responsibility to change the vehicle type on front of lease, if applicable. \$10.00 fee for replacement of pass.

27. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

28. This lease contains all agreements, promises and undertakings between Lessor and Lessee/s and there are no verbal or oral agreements, promises or undertakings of any kind or nature and no verbal or oral agreements, promises, or undertakings hereafter made shall be binding upon either Lessor or Lessee/s unless reduced to a writing and signed by the parties and this lease cancels and terminates any and all prior leases and agreements between the parties relating to said premises. This lease shall not be binding on Lessor until executed by Lessor or an authorized employee of Lessor.

29. In the event you are responsible for bed bugs in your apartment, you are responsible for the removal of and all costs involved. If you choose to not remedy the problem, you will be subject to eviction.

The name and address of the owner of Victorian Village Apartments is Jim/Jolinda Edwards, P.O. Box 471, Nelsonville, Ohio 45764.

IN WITNESS WHEREOF, the Lessor and the Lessee/s have executed these presents, the day and year first above written.

\_\_\_\_\_  
Lessor:

\_\_\_\_\_  
Lessee/s:

\_\_\_\_\_  
Date: