

RENTAL AGREEMENT

Deer Creek Community, LLC (Owner)
(d/b/a: Deer Creek of Xenia)

1600 Clubhouse Dr., Xenia, OH 45385
Phone: (937) 376-0400
Fax: (937) 376-0401

Resident Name(s): _____ (**hereinafter referred to, collectively, as: Tenant**)

Current Address(es): _____

Current Address(es): _____

Apartment Address: _____

Start Date of Lease: _____

Ending Date of Lease: _____

Base Rent: \$ _____ /per month
+ Water/Sewer Surcharge \$ _____ /per month
+ Pet Fees (totaling) \$ _____ /per month
+ Garage Fees (totaling) \$ _____ /per month
+ Month-to-month Fee \$ _____ /per month
Total Amount/per mo. \$ _____ /per month

Security Deposit: \$ _____

Tenant pays for: ELECTRIC, GAS, CABLE, INTERNET, PHONE,
\$10.00/MONTH surcharge for WATER, SEWER

Owner pays for: TRASH, WATER, SEWER, COMMON AREA CARE

The above Tenant agrees to rent the subject premises on a monthly basis at rental of \$ 669.00 per month payable in advance on the 1st day of each and every month. If the monthly rental payment is not paid and received by the 1st day of the month it is considered late. If the rental payment is not received by the close of the 5th day of the month, it is considered delinquent. Rent will be paid to **Deer Creek of Xenia**. A **\$20.00** late fee is applied after the 5th of the month. After the 10th of the month another late fee of \$10.00 will be added on for a total a \$30. **If rental payment is not received by the 15th day of the month, legal action will be taken against the resident for possession of the apartment and Owner's remedies.**

The Tenant further agrees:

1. To use said premises as a residence only. No more than 4 persons may reside in this apartment.
2. **A deposit is required.** This deposit will be returned upon Tenant's vacating if all the provisions of this agreement are complied with, and more specifically, but not limited to compliance with the following provisions:
 - a. That the apartment is left in an undamaged, clean, and in a rentable condition (to be determined by the Property Manager).
 - b. No unpaid late charges, fees, or delinquent rents.
 - c. Forwarding address left with the management.
 - d. All keys must be returned and be in good standing
3. Tenant is required to give a **written 30 day advance notice** prior to vacating premises, or they are subject to paying a month's rent.
4. Tenant agrees to vacate premises within 3 days after being notified in writing due to non-payment of rent, breach of this agreement, or any other reason at the discretion of management. In such an event, Tenant is still financially and legally obligated to Owner.
5. **Returned Checks.** A \$25.00 fee will be charged, each time, for any check returned to Owner (E.g. NSF, closed account, etc).
6. **Early Termination.** Tenant agrees to pay the sum of two (2) month's rent if he/she terminates the Lease agreement prior to expiration. Resident will be responsible for all turnover costs in addition to a 30 days advance written notice which is required prior to vacating the premises. Security Deposit will be forfeited.

7. No alterations of any kind to the apartment (including painting) shall be made without prior written consent of the Owner.
8. It is expressly understood and agreed that the Owner, or its agents, will not be liable for any damage or any injury to Tenant(s) or her/his family or to her/his family's property from whatever cause arising from the occupancy of said premises by tenant and her/his family; this includes construction activity on the site and/or the presence of sub-contractors or public utility companies working in and on the site.
9. Tenant hereby gives the Owner, in addition to the lien given by law, a lien upon all property situated upon the said premises, including all furniture and household furnishings, whether said property is exempt from execution or not, for the rent agreed to be paid here under, for any damage caused by tenant, and for Court costs and attorney's fees incurred under the terms hereof.
10. It is understood and agreed that Owner, or its agents, shall have the right to enter and inspect premises at all reasonable times to insure maintenance and safety of premises.
11. Tenant shall not transfer her/his interest in and to this rental agreement, nor shall the Tenant assign or sublet the said premises or any part thereof or, in her or his absence or otherwise, permit others to occupy the apartment without first having obtained the written consent of the Owner.
12. The violation of any of the conditions of this agreement shall be sufficient cause of eviction from said premises, Tenant agrees to pay all costs of such action, including such reasonable attorney's fees as may be fixed by court.
13. Tenant agrees to keep the volume of any radio, television, stereo systems, musical instrument, party, or any other source of noise, at a level that is not disturbing or annoying to others, at anytime. Tenant may be kicked out of the community and be held financially responsible.
14. **Renter's Insurance:** Resident agrees to provide a copy of renter's insurance to Owner. Owner not responsible for Tenant's property.
15. **Vehicle Parking:** Tenant agrees to maintain vehicles in an operable condition and properly licensed. Vehicles leaking oil, in poor condition, with flat tires, are not permitted on the premises. Vehicles found in such condition, if not removed within 24 hours, will be towed at the Tenant's expense. All parking spaces are on a first come basis. Two spaces are available for each apartment. Short-term parking for any recreational vehicles must get written permission from management. No semis or large trucks permitted over-night. No driving or parking on the lawn is permitted at any time.
16. **Pet Policy: No dogs are allowed.** Cats are allowed for a \$20.00 per month pet fee. **A non-refundable** deposit of \$150 for one (1) cat, \$200 for (2) cats and \$250 for three (3) cats. In no case is any Tenant permitted to have more than two (3) permissible pets. Owner reserves the right to charge for damages that exceed the applicable non-refundable deposit.
17. Clothes lines, clothes, towels, rugs etc. may not be hung on the patios, balconies, halls, entrances, corridors or any place visible to others. Patios and balconies are not to be used for the storage of personal property. No grills are allowed on patios due to safety precautions, melting of siding, and the situation of grease dripping onto the patio/balcony below.
18. Children under the age of 18 years old must be accompanied by an adult resident at all times when using the clubhouse.
19. Tenant agrees to give the owner proper notice of defects in fixtures, appliances, plumbing, heating or cooling equipment or any part of the Apartment or any other related facilities.
20. **Lock out charge:** A fee of \$25.00 will be charged for a lock out.
21. Actual size of these units may vary from the dimensions in the brochure.

TENANT (1) _____ DATE _____

TENANT (2) _____ DATE _____

OWNER: _____ DATE _____

The following section is to be utilized for times when tenant(s) are executing a lease outside of the presence of the owner/management.

IN WITNESS WHEREOF, Tenant has hereunto set its hand this _____ day of _____, 2004

WITNESS _____ TENANT (1)

BY: _____

Print: _____

WITNESS _____ TENANT (2)

By: _____

Print: _____

STATE OF OHIO
COUNTY OF _____

On this _____ day of _____ in the year 2004, before me personally appeared _____ whom I know to be in the lease described above and he/she/they executed the foregoing lease with Deer Creek of Xenia Apartment Community as a tenant.

Notary Public

County, OH