

MOKAS MANAGEMENT LEASE AGREEMENT

READ CAREFULLY, THIS IS A LEGAL AND BINDING CONTRACT

This Lease Agreement, made this _____ day of _____, by and between, MOKAS MANAGEMENT, the owner of the premises, described below, said owner being hereinafter referred to as "Owner", and _____, hereinafter referred to as "Resident".

WITNESSETH, that Owner, in consideration of the rent to be paid And the covenant and agreements to be performed by Resident, does hereby rent the following described premises, to wit: Situated in the City of Columbus, County of Franklin and State of Ohio, known as 101 E. 14TH Avenue, Apt. Columbus, Ohio 43201.

TERMS AND PAYMENTS

Owner hereby leases the Premises to Resident to begin on or about _____ at 12:00 o'clock Noon and continuing to 12:00 o'clock Noon on the date _____ and agrees to pay without demand the rental of \$ _____ in equal monthly installments of \$ _____ on or before the 1st day of each and every month commencing _____. Any and all payments to be paid by the Resident under this agreement are to be paid to the Owner, **MOKAS MANAGEMENT at 101 E. 14TH AVENUE, APT. K, COLUMBUS, OHIO 43201**, or such other place shall be designated by Owner. All payments are to be made by using personal checks, money orders, or other method approved by the Owner.

LATE CHARGE

In the event Resident pays any monthly installment after the 5TH day of the month, there will be a late charge of \$30.00. Rent checks returned for insufficient funds, or any other reason shall be subject to a \$35.00 charge in addition to a late fee.

1. ACCELERATION - If Resident fails to pay any installment of rent when same becomes due and payable, the entire amount due under this agreement shall at once become due and payable together with any costs and expenses incurred in collecting such amount and interests on that part of the balance due representing past due monthly installments at the rate of 1-1/2 % per month (18% annually).

2. SECURITY DEPOSIT- Resident shall deposit with the Owner a Security Deposit in the amount of \$ _____. Said Security Deposit is to guarantee the return of the premises to the Owner in the same or better condition as when accepted by the Resident, with reasonable wear and tear expected. The Security Deposit is to indemnify Owner against damage and/or loss of value as a result of Resident's action, mistake, or inaction during the term of occupancy. The Security Deposit may not be applied by the Resident as and for payment of any rent due to the Owner, prior to the vacation of the premises by the Resident. Should the Resident be responsible for damage and/or loss of value to the premises greater than the value of the Security Deposit, Resident agrees to reimburse the Owner for such loss immediately upon presentation of a bill for said damage and/or loss.

3. NOTICE TO TERMINATE AND RENEWAL - If Resident has lived up to terms of this Lease and desires to sign up for a new lease for the following year, Owner would like to be notified by **February 1st** during the term of this Lease Agreement. Until a new lease is completed and signed by the parties hereto, it will be assumed the premises are available for rent and will be shown to prospective Residents, with 24-hour notice to current Residents. If Resident shall remain or continue in possession of the leased premises or any part of it after the termination of this lease, as herein provided, Owner may rely on the terms and provisions of the section of this Lease Agreement entitled, "Hold Over Tenancy."

Upon vacating the Premises, Resident agrees to return the premises to the Owner in the same or better condition as when received, reasonable wear and tear expected. Under no circumstances shall a dirty or broken condition of the premises, appliances or fixtures be considered to have resulted from reasonable wear.

4. EXAMINATION OF PREMISES - Resident has examined the premises and has accepted same as habitable and satisfactory. Resident shall have 48 hours after entering the premises in which to examine same for defects of damages and report said findings to the Owner. Resident agrees that no representations as to the condition of the premises have been made by the Owner and Owner has made no promise to decorate, alter, repair, or improve the premises, unless otherwise specified in writing attached hereto. Resident while residing in said premises shall observe and act in accordance with all Rules and Regulations attached hereto and made part hereof as if fully rewritten herein.

5. LIABILITY OF RESIDENTS AND GUARANTORS - Each Resident is required to have a Guarantor regardless of age and financial ability. Each Resident and Guarantor is responsible for the performance of all obligations and terms under this or future leases executed, including extensions or renewals of the lease terms, or the substitution or transfer to a different rental unit or an increase in the rental amount. The failure of any Resident to perform his duties shall never excuse any other Resident from performance of all obligations required by this lease. Owner can at its option, proceed against the Resident of his choice without proceeding against the other Residents or Guarantors. In doing so, Owner will in no way relinquish or diminish any additional legal remedies against the remaining Residents and Guarantors. Guarantors shall be fully liable for performance of their son/daughter, and all Guarantors hereby consent to legal action in any court in Franklin County, Ohio, for damages for breach of the obligations assumed by this lease and that service of summons may be effected at the address given in the lease at any time. In no case shall the amount recovered against any one Resident or Guarantor exceed the total rents and damages due under this lease.

6. RESIDENT'S RESPONSIBILITY - The Resident shall:

1) KEEP THAT PART OF THE PREMISES THAT HE OCCUPIES AND USES SAFE AND SANITARY;

2) DISPOSE OF ALL RUBBISH, GARBAGE, AND OTHER WASTE IN A CLEAN, SAFE AND SANITARY MANNER;

3) KEEP ALL PLUMBING FIXTURES IN THE DWELLING UNIT OR USED BY RESIDENT AS CLEAN AS THEIR CONDITION PERMITS;

4) USE AND OPERATE ALL ELECTRICAL AND PLUMBING FIXTURES PROPERLY;

5) COMPLY WITH THE REQUIREMENTS IMPOSED ON RESIDENTS BY ALL APPLICABLE STATE AND LOCAL HOUSING, HEALTH AND SAFETY CODES; PROVIDED SAID VIOLATION HAS BEEN CAUSED BY THE RESIDENT;

6) PERSONALLY REFRAIN AND FORBID ANY OTHER PERSON WHO IS ON THE PREMISES WITH HIS PERMISSION , FROM INTENTIONALLY OR NEGLIGENTLY DESTROYING, DEFACING, DAMAGING OR REMOVING ANY FIXTURE, APPLIANCE OR OTHER PART OF THE PREMISES;

7) MAINTAIN IN GOOD-WORKING ORDER AND CONDITION, ANY RANGE, REFRIGERATOR, DISHWASHER, WASHER, DRYER OR OTHER APPLIANCES SUPPLIED BY THE OWNER AND REQUIRED TO BE MAINTAINED BY THE RESIDENT UNDER THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT. THIS PROVISION DOES NOT REQUIRE THE RESIDENT TO MAKE MAJOR REPAIRS UNLESS THE DAMAGE IS CAUSED BY THE RESIDENT;

8) CONDUCT HIMSELF AND REQUIRE OTHER PERSONS ON THE PREMISES WITH HIS CONSENT TO CONDUCT THEMSELVES IN A MANNER THAT WILL NOT DISTURB HIS NEIGHBORS' PEACEFUL ENJOYMENT OF THE PREMISES;

9) THE RESIDENT SHALL NOT UNREASONABLY WITHHOLD CONSENT FOR THE OWNER TO ENTER ON THE PREMISES IN ORDER TO INSPECT SAID PREMISES, MAKE ORDINARY, NECESSARY OR AGREED REPAIRS, DECORATIONS, ALTERATIONS OR IMPROVEMENTS, DELIVER PARCELS WHICH ARE TOO LARGE FOR THE RESIDENT'S MAIL FACILITIES, SUPPLY NECESSARY OR AGREED SERVICES, EXHIBIT THE PREMISES TO PROSPECTIVE OR ACTUAL PURCHASERS, MORTGAGEES, OTHER RESIDENTS, WORKMEN OR CONTRACTORS.

7. OWNER'S RESPONSIBILITY - The Owner shall:

1) COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE BUILDING, HOUSING, HEALTH AND SAFETY CODES WHICH MATERIALLY AFFECT HEALTH AND SAFETY;

2) MAKE ALL REPAIRS AND DO WHATEVER IS NECESSARY TO PUT AND KEEP THE PREMISES IN A FIT AND HABITABLE CONDITION;

3) KEEP ALL COMMON AREAS OF THE PREMISES IN A SAFE AND SANITARY CONDITION;

4) MAINTAIN IN GOOD-WORKING ORDER AND CONDITION, ALL ELECTRICAL, PLUMBING, HEATING AND/OR AIR CONDITIONING FIXTURES AND ALL OTHER APPLIANCES SUPPLIED OR REQUIRED TO BE SUPPLIED;

5) WHEN HE IS A PARTY TO ANY RENTAL AGREEMENTS THAT COVER FOUR OR MORE DWELLING UNITS IN THE SAME STRUCTURE, PROVIDE AND MAINTAIN APPROPRIATE RECEPTACLES FOR THE REMOVAL OF GARBAGE, RUBBISH OR OTHER WASTE INCIDENTAL TO THE OCCUPANCY OF THE DWELLING UNIT AND ARRANGE FOR THEIR REMOVAL;

6) SUPPLY RUNNING WATER, REASONABLE AMOUNTS OF HOT WATER, AND REASONABLE HEAT AT ALL TIMES;

7) NOT ABUSE THE RIGHT OF ACCESS CONFERRED BY DIVISION (B) OF SECTION 5321.05 OF THE REVISED CODE;

8) EXCEPT IN THE CASE OF EMERGENCY OR IF IT IS IMPRACTICAL TO DO SO, GIVE THE RESIDENT REASONABLE NOTICE OF HIS INTENT TO ENTER AND ENTER ONLY AT REASONABLE TIMES. TWENTY-FOUR HOURS IS PRESUMED TO BE A REASONABLE NOTICE IN THE ABSENCE OF EVIDENCE TO THE CONTRARY.

8. OWNER'S LIABILITY - Owner shall not be liable for any damages or losses to person or property caused by anyone not under the direct control and specific order of the Owner, Owner shall not be liable for personal injury or damage or loss of Resident's personal property from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, or other causes not within the direct control of the Owner and Resident hereby releases Owner from all liability for such damage. If protection against loss is desired it is suggested that Resident secure insurance coverage from a reliable company. Owner shall not be responsible for any damage or injury caused by the failure to keep the premises repaired if the need for said repair was not communicated to the Owner by the Resident and was not reasonably within the knowledge of the Owner.

9. HOLD OVER TENANCY - If Tenant holds over in said Premises without notice to Landlord and without executing new Lease, Tenant will be considered on a month-to-month tenancy at an increased installment of twice the normal rental amount under the same terms and conditions of this Lease. Failure of Tenant to pay rent current until the last day of this Lease, or any renewals thereof, shall at the sole option of Landlord, (1) make Tenant responsible for actual costs of re-renting the Premises for an incoming Tenant, and (2) make Tenant responsible for all rental Landlord shall lose between the time Tenant vacates the Premises and a new Tenant commences to pay rent on the subject Premises, said rental not to exceed a term of one (1) year. Landlord and Tenant specifically agree to the foregoing in consideration of Landlord not requiring Tenant to pay the full rental amount for the term of this lease in advance, but rather, allowing Tenant to pay said rental in monthly installments.

10. UTILITY CHARGES - Resident agrees to pay all charges and bills incurred for, but not limited to, electricity, cable and telephone, which may be assessed or charged against the Resident or Owner for the premises during the term of this Rental Agreement or any continuation thereof except those charges and bills which Owner has herein agreed to pay. The Owner shall not be liable to anyone for any damages caused by interruption, modification, discontinuance or failure of any utility.

11. ALTERATIONS - Resident agrees not to make any alteration or paint or cover walls or surfaces of the rental premises with any material whatsoever without prior written consent of the Owner.

12. RE-RENTAL CHARGE - If the Resident vacates the premises prior to fulfillment of this Agreement, or Resident is signing a lease that is less than 12 months, an additional \$250.00 over and above the monthly rental amount will be assessed to cover ALL costs incurred by the Owner-Rental Agent in the re-rental of this unit.

13. EMINENT DOMAIN - If all or any part of the premises is taken by or sold under the threat of appropriation, this agreement will terminate as of the date of such taking or sale. The entire award or compensation paid for the property taken or acquired and for damages to residue, if any, will belong entirely to the Owner and no amount will be payable to the Resident.

14. PETS - No pets or animals of any kind shall be kept, harbored or allowed to visit the leased premises without prior written consent from Owner. At Owners option, an additional \$ 300.00 deposit will become due by Resident, in the event that permission is granted. Any permission so granted, may be revoked at any time by Owner, if the presence of such pet proves to be undesirable. Resident shall be responsible for any injury or damage to persons or property caused by any pet.

15. ASSIGNMENT - Resident may not assign this Rental Agreement or sublet the premises or any part thereof without the prior written consent of the Owner. The Owner's consent to any assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person and is done solely as a convenience to the original Resident. An assignment or sublet granted with permission shall not be interpreted as a waiver of the Owner's subletting or assignment rights under this lease. It shall not act to release other Residents or Guarantors in the rented unit or other units. Under no circumstances shall a sublet agreement release the original Resident and/or Guarantor from the obligations of the original lease terms for the defaulted Subtenant.

16. OCCUPANCY - Resident agrees that the premises will be used for residential purposes only and will be occupied only by _____. An additional roommate must receive Landlords consent and shall cost an additional \$100.00 per month. The premises will not be used or allowed to be used for unlawful or immoral purposes, nor for any purposes deemed hazardous by Owner or Owner's insurance company because of fire or other risks.

17. PROPERTY DAMAGE - In case of partial destruction or injury to the premises by fire, the elements or other casualty not the fault of the Owner or Resident, the Owner shall repair the same with reasonable dispatch after notice of such destruction or injury. In the event said premises are rendered totally uninhabitable by fire, the elements or casualty not the fault of the Owner or Residents, or in the event the building of which the above premises are a part (though the premises covered hereunder may not be affected) be so injured or destroyed that the Owner shall decide within reasonable time not to rebuild, the term of this agreement shall cease and rent shall be due only through the date of such injury or damage.

18. COMPLIANCE - Owner shall have the right at all times to require compliance with all provisions of this lease, notwithstanding any practices of the Owner in refraining from so doing at any time. Any breach of condition of this agreement by Resident shall not effect any changes in the terms hereof or become a waiver of subsequent breaches.

19. PARKING - It is agreed by and between the Owner and Resident that parking is not granted as part of the leased premises. There are limited parking spaces in the back of the building that will be sold on a first come, first served basis. In return for a revocable license to use the parking facilities at a cost of \$15.00 per month and a payment of a deposit fee of \$25.00 per parking permit, Resident agrees to abide by the rules for the use of it, including placing the parking permit in plain view at the designated place. Owner may cause any vehicle to be removed at any time after written notice has been served by placement upon the vehicle and delivery to the apartment, for any reason, and this license shall never require the Owner to reimburse the Resident for expense in reclaiming the automobile so removed that have violated the parking regulations, or that of the neighboring properties. At no time shall any Resident park their vehicle on the yard, sidewalks or in front of the dumpster. Owner shall not be held responsible for any damage to or loss of any vehicle stored or parked therein, nor for any part or accessories or any property of any kind.

20. OWNER'S ACCESS - The Resident agrees that the owner, its agents, janitor, watchman and employees may enter said premises with a pass key or otherwise to examine the same or to make needed repairs to said premises. By making a service request, the Resident consents to having the requested service considered an emergency and gives consents to enter. Except in emergency cases or if it is impractical to do so, the Owner will give the Resident reasonable notice to his intent to enter and shall enter only at reasonable times. In emergency cases the Owner shall have the right to enter any apartment at reasonable hours to examine same, or to make repairs, additions and alterations as Owner shall deem necessary for the safety or convenience of the occupants thereof. Owner may display rental signs and enter the leased premises without prior notice if the unit is not occupied, or with 24 hour written notice if the unit is occupied, for the purpose of exhibiting the premises to potential Residents if the current Resident has not indicated a desire to renew their lease term. Owner shall retain duplicate keys to all doors of the leased premises and Resident shall not allow any duplicate keys to be made. No adding locks or changing locks for any door is allowed.

21. POSSESSION - It is understood that if the Resident shall be unable to enter into and occupy the premises leased 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 of any cause or reason beyond the direct control of the Owner, the Owner shall not be liable in damages to the Resident therefore, but during the period the Resident shall be unable to occupy said premises as herein before provided the rent shall be abated.

22. WARRANTY OF TRUTHFULNESS OF REPRESENTATIONS - Resident has made numerous representations of fact, in an application to the Owner, to induce the Owner to enter into this apartment lease agreement. Resident warrants that the representations are correct and that Owner shall be reimbursed for damage and expense resulting from reliance upon any untrue or incomplete representation by Resident.

BREACH OF CONTRACT: In the event Lessee(s) is in default of any of the terms or obligations of this Rental Agreement (which includes nonpayment of rent, or any rules or regulations herein or hereafter adopted by the Lessor for its buildings, its balconies, its courts, its drives, its parking areas or grounds) and Lessor requests Lessee(s) to vacate the premises as a result thereof or because of said default by Lessee(s), Lessor initiates a forcible entry and detainer action, by delivering a notice to vacate the premises to Lessee(s) as prescribed by Ohio Law, or lessor files a complaint in forcible entry and detainer with the court, or Lessor is awarded a judgement order for restitution of the premises, the mere act of vacating the premises by Lessee(s) as a result of any of the foregoing acts does not terminate the obligation of the Lessee(s) to pay the rent for the remainder of the rental period for which no rent has been paid. Lessee(s) remains liable to Lessor for all rent and any other damages incurred until the end of the lease term or when the premises are re-rented, whichever event occurs first.

THIS LEASE SHALL NOT BE BOUND BY ANY TERM, CONDITION, OR REPRESENTATION ORAL OR WRITTEN, NOT SET FORTH HEREIN.

IN WITNESS WHEREFORE, Lessor and Lessee (s) have executed this Lease in duplicate on the day and year first written above.

{Signatures on next page}

**MOKAS MANAGEMENT LEASE AGREEMENT
101 E. 14TH AVENUE- SIGNATURE PAGE**

LESSOR _____ **DATE** _____
MOKAS MANAGEMENT

1.) _____
PLEASE PRINT- FULL NAME

SIGNATURE DATE

HOME ADDRESS

CITY, STATE, ZIP CODE

() HOME TELEPHONE #

BIRTH DATE SOCIAL SECURITY #

2.) _____
PLEASE PRINT- FULL NAME

SIGNATURE DATE

HOME ADDRESS

CITY, STATE, ZIP CODE

() HOME TELEPHONE #

BIRTH DATE SOCIAL SECURITY #