

# OHIO LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**LANDLORD:**

\_\_\_\_\_ (hereinafter referred to as "Landlord"), with a mailing address of:

\_\_\_\_\_  
\_\_\_\_\_

AND

**TENANT(S):**

\_\_\_\_\_ (hereinafter referred to as "Tenant").

**I. PROPERTY**

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the real property and improvements located at the following address (hereinafter referred to as the "Premises"):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: Ohio Zip Code:

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## II. TERM

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** This Agreement shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and end on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon the end of the term, this Agreement shall:

☐ Terminate unless a new agreement is signed.

☐ Convert to a Month-to-Month tenancy.

☐ **MONTH-TO-MONTH:** This Agreement shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and continue on a month-to-month basis until terminated by either party with at least thirty (30) days written notice.

## III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$

\_\_\_\_\_ per month.

The rent shall be due on the \_\_\_\_\_ day of each month (the "Due Date").

Rent shall be paid by the following method(s):

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#### **IV. LATE FEES AND RETURNED CHECKS**

If rent is not received by the Landlord within \_\_\_\_\_ days after the Due Date, the Tenant agrees to pay a late fee of \$ \_\_\_\_\_ .

If any check offered by the Tenant to the Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, the Tenant shall pay the Landlord a returned check fee of \$ \_\_\_\_\_ .

#### **V. SECURITY DEPOSIT**

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ \_\_\_\_\_ as security for any damage caused to the Premises during the term hereof.

##### **A. Interest on Deposit (Ohio Revised Code § 5321.16):**

If the security deposit is in excess of one month's rent and the Tenant occupies the Premises for more than six (6) months, the Landlord shall pay interest on the excess amount at the rate of five percent (5%) per annum.

##### **B. Return of Deposit:**

Pursuant to Ohio Revised Code § 5321.16(B), any deduction from the security deposit shall be itemized and identified by the Landlord in a written notice delivered to the Tenant together with the amount due, within thirty (30) days after termination of the rental agreement and delivery of possession.

## **VI. UTILITIES**

The parties agree that utilities shall be the responsibility of the following:

Electricity: ☐ Landlord ☐ Tenant

Gas/Heat: ☐ Landlord ☐ Tenant

Water/Sewer: ☐ Landlord ☐ Tenant

Trash: ☐ Landlord ☐ Tenant

Internet/Cable: ☐ Landlord ☐ Tenant

Other: \_\_\_\_\_ ☐ Landlord ☐ Tenant

## **VII. OCCUPANTS**

The Premises shall be occupied only by the Tenant and the following individuals:

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## **VIII. USE OF PREMISES**

The Tenant shall use the Premises for residential purposes only. The Tenant shall not use the Premises for any illegal or unlawful purpose. The Tenant shall not engage in any activity that disturbs the peace and quiet of other tenants or neighbors.

## **IX. MAINTENANCE AND REPAIR**

**A. Landlord's Obligations (Ohio Revised Code § 5321.04):**

The Landlord shall:

1. Comply with the requirements of all applicable building, housing, health, and safety codes.
2. Make all repairs and do whatever is reasonably 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 and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances.

**B. Tenant's Obligations (Ohio Revised Code § 5321.05):**

The Tenant shall:

1. Keep that part of the Premises that the Tenant occupies and uses safe and sanitary.
2. Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner.
3. Use and operate all electrical and plumbing fixtures properly.
4. Personally refrain and forbid any other person who is on the Premises with the Tenant's permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the Premises.
5. Maintain the smoke detectors in good working order.

**X. RIGHT OF ENTRY**

Pursuant to Ohio Revised Code § 5321.04(A)(8), the Landlord may enter the Premises to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Except in the case of an emergency or if it is impracticable to do so, the Landlord shall give the Tenant reasonable notice of intent to enter and enter only at reasonable times. Twenty-four (24) hours is presumed to be reasonable notice in the absence of evidence to the contrary.

## **XI. PETS**

☐ **NO PETS ALLOWED:** No pets shall be kept on the Premises.

☐ **PETS ALLOWED:** The Tenant is permitted to keep the following pet(s) on the Premises:

Description of Pet(s):

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Pet Fee (Non-Refundable): \$ \_\_\_\_\_

Pet Deposit (Refundable): \$ \_\_\_\_\_

## **XII. LEAD-BASED PAINT DISCLOSURE**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure)

☐ After 1978

## **XIII. DEFAULT AND TERMINATION**

If the Tenant fails to pay rent when due, or violates any other term of this Agreement, the Landlord may terminate this Agreement in accordance with Ohio law.

**A. Non-Payment of Rent:**

If the Tenant is in default for non-payment of rent, the Landlord may initiate eviction proceedings pursuant to Ohio Revised Code Chapter 1923.

**B. Drug Offenses:**

Pursuant to Ohio Revised Code § 5321.17, the Landlord may terminate this Agreement if the Tenant or any occupant is involved in the illegal use, manufacture, or distribution of controlled substances on the Premises.

**XIV. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**XV. ADDITIONAL TERMS AND CONDITIONS**

Additional provisions of this Agreement are:

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**XVI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be modified in writing

and signed by both parties.

## **XVII. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **SIGNATURES**

### **LANDLORD:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

### **TENANT:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

### **TENANT (Co-Signer if applicable):**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

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## **NOTARY ACKNOWLEDGMENT**



**\*Note: Under Ohio Revised Code § 5301.01, any lease for a term of three (3) years or more must be acknowledged by a notary public.\***

**STATE OF OHIO**

**COUNTY OF \_\_\_\_\_**

**On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_**

**(Landlord) and \_\_\_\_\_ (Tenant), known to me to be the persons who executed the foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed.**

**IN WITNESS WHEREOF, I have hereunto set my hand and official seal.**

**Signature: \_\_\_\_\_**

**Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_**

**Print Name: \_\_\_\_\_**

**(Seal)\*\***

**My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_**