

RENTAL AGREEMENT

This Lease Agreement, made this ____ day of _____, 201____, by and between JDC Management, LLC, an Ohio limited liability company (as agent for _____), of 140 E. Dixon Avenue, Dayton, Ohio 45419, hereinafter designated the "LANDLORD", and _____, of _____; _____; _____; _____; _____; and _____, hereinafter jointly referred to as the "TENANTS".

Landlord and Tenants hereby agree as follows:

1. Premises. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenants, does hereby rent the following described premises situated in the City of Dayton, County of Montgomery and the State of Ohio, known as _____, Dayton, Ohio.
2. Term. This Lease shall be for a term beginning on _____, 201____ and ending on _____, 201____ (hereinafter, the "Term").
3. Rent. The Tenants jointly and severally agree to pay the total sum of \$_____. Said rent shall be payable in ____ installments as follows:

The first installment in the amount of \$_____ shall be due _____, 201____.
The second installment in the amount of \$_____ shall be due _____, 201____.

All Rent payments shall be payable at 140 E. Dixon Avenue, Dayton, Ohio 45419 or at such other place as may be designated by Landlord from time to time. Should any payment not be received by Landlord by the above dates, Tenants agree to pay FIVE (\$5.00) per day late fee until full due payment is received. Tenants further agree to pay Twenty-Five Dollars (\$25.00) for each dishonored bank check. Landlord may require a cashier's check, money order or certified check at any time after a previous check has been dishonored.

4. Security Deposit. Tenants have deposited the sum of \$_____ to secure Tenants' performance of the terms of the Lease. Landlord may (but shall not be obligated to) apply all or any portion of said security deposit on account of Tenant's obligations hereunder. So long as Tenants have provided Landlord with a forwarding address, any balance remaining upon termination shall be refunded within thirty days from date possession is delivered to Landlord or his/her authorized agent (the last Tenant has moved from the Premises), together with a statement showing any charges made against such deposits by Landlord. Tenants acknowledge that Landlord may hold the security deposit in Landlord's non-interest bearing general operating account from which expenses of the property are paid.

5. Use. These premises are to be occupied by no more than ____ persons for residence purposes only. Tenants agree to lawfully, peaceably and quietly hold and occupy premises during said term.

6. Joint and Several Lease. The obligations of this lease shall be joint and several and should any Tenant fail to comply with the terms of this Lease regarding payment of the Rent, the remaining Tenants are jointly and severally bound to pay the full amount of said rent.

7. Tenants Property at Own Risk. The Landlord shall not be responsible for the loss or damage to Tenants property due to fire, theft or any other cause. Tenants are responsible for obtaining "renters insurance" if they so choose.

8. Utilities. Tenants will pay all charges for water, gas, and electricity supplied to the Premises during the term of the Lease.

9. Maintenance. Tenants acknowledge that the Premises are in good order and repair. Tenants shall keep the Premises clean and in good order. Upon written notice from Tenants, Landlord will repair any condition which was caused by normal wear and tear and which also materially affects the physical health or safety of an ordinary tenant. However, it is agreed that Tenants shall be responsible for all repairs necessitated by the neglect, misuse, and/or misconduct of Tenants and their guests, and shall further be responsible for the repairs of equipment including furniture and appliances cause by improper use.

11. Entry and Inspection. Tenants shall permit Landlord or Landlord's agents to enter the Premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs, to show the Premises to prospective tenants, purchasers or mortgagees, or to inspect the condition of the Premises and Tenants compliance with the terms of this Lease.

12. Surrender. It is also agreed that prior to vacating the property, Tenants will schedule a "walkthrough" examination of property with the Landlord for the purposes of returning all keys, evaluation of any and all damages and cleanliness of Premises. The determination of cleanliness and necessity of repairs will be based on this "walk- through" and therefore it is imperative that all cleaning and repairs done by Tenants must be complete at the time of this examination. Any cleaning not done by Tenants will be scheduled with a professional cleaning company by the Landlord at a rate of \$25.00 per man hour which will be deducted from Tenants deposit. Carpet cleaning will also be charged to Tenants if the appearance exceeds normal wear and tear standards. Failure to return all keys will result in a change of lock and charge of \$50.00, which will be deducted from Tenants security deposit.

13. Drain Maintenance. Landlord will provide drain cleaning unless the items retrieved from the drain during this service are determined to be foreign objects, excessive grease from kitchen, excessive hair from bathroom sinks or tub, and/or lint from washers. Landlord agrees to provide Tenants with drain screens for all drains. It is the responsibility of the Tenant to use them.

14. Pets. No pets of any kind are allowed on the premises. There are no exceptions. Tenants may not "temporarily" keep any pet for any reason whatsoever. Failure to abide by this rule may result in eviction of the offending Tenant.

15. Beer Kegs. The use of beer kegs on the Premises is prohibited. Violation of this will result in a \$250.00 charge. Further violations may result in eviction.

16. Rules, Ordinances and Statutes. Landlord reserves the right to make reasonable rules and regulations for the use and occupancy of the Premises from time to time during the term of the lease. The faithful observance of such rules and regulations is hereby made a condition of this lease. Tenant shall also comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use and maintenance of the Premises.

17. Assignment and Subletting. Tenant shall not assign this agreement or sublet any portion of the Premises without the prior written consent of the Landlord.

18. Damages to Premises. If the Premises are rendered untenable by fire or other casualty, either party shall have the right to terminate this Lease as of the date upon which such damage occurred. The termination shall be effected by written notice to the other party within fifteen (15) days after the occurrence of the damage. If the damage is the result of the abuse or negligence of Tenants, or their invitees, only the Landlord shall have the right to terminate this Lease. Should this right to terminate be exercised by either Landlord or Tenants, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenants as provided herein. If this Lease is not terminated, then Landlord shall promptly repair the Premises and there shall be a proportionate reduction of rent until the Premises are repaired and ready for Tenants' occupancy. The proportionate reduction shall be based upon the extent to which the making of repairs interferes with Tenants' reasonable use of the premises.

19. Default. If the Tenants shall fail to pay rent within ten (10) days of when the same is due, or perform any term hereof, after not less than five (5) days written notice of such default given in the manner required by law, the Landlord, at Landlord's option, may terminate all rights of Tenants hereunder, unless Tenants, within said time period shall cure such default. If Tenants abandon or vacate the property, either at the termination of the Lease or while in default of the payment of rent, Landlord may consider any property left on the Premises to be abandoned and may dispose of the same in any manner. In the event the Landlord reasonably believes that such abandoned property has no value, it may be discarded. All property on the Premises is hereby subject to a lien in favor of Landlord for the payment of all sums due hereunder to the maximum extent allowed by law.

20. Collection Costs. In any legal action brought by Landlord to enforce the terms hereof or relating to the demised Premises, Landlord shall be entitled to all costs incurred in connection with such action.

21. Waiver. No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner's right to the full amount thereof.

22. Notices. Any notice which either party may or is required to give, may be given by mailing the same to Tenant at the Premises or to Owner at the address shown above or at such other place as may be designated by the parties from time to time.

23. Time. Time is of the essence of this agreement.

Signed in the Presence of:

LANDLORD:

JDC Management, LLC

By: _____

Signed in the Presence of:

TENANTS:

Fair Housing Statement
Ohio Revised Code 4735.55

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

