



# Kind Bug Rentals

Property Address: \_\_\_\_\_

Date of Lease: \_\_\_\_\_

Terms of Lease: \_\_\_\_\_ through \_\_\_\_\_

Rent: \$ \_\_\_\_\_ /month; (\$ \_\_\_\_\_ total) Renewal: \_\_\_\_\_

Payment Terms: Monthly payments due by the 3<sup>rd</sup> of each month starting \_\_\_\_\_

Deposit: \$ \_\_\_\_\_

This deposit is required at the time the lease is signed. No tenants will be issued a key, garage door openers, nor be permitted to move in until all payments are made in full.

Lessor: Kind Bug Rentals

Lessee: Collectively, each named Tenant below (unless under 18 years of age)

**- Tenant #1 -**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone/cell numbers

\_\_\_\_\_  
Email address

**- Tenant #2 -**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone/cell numbers

\_\_\_\_\_  
Email address

**- Tenant #3 -**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone/cell numbers

\_\_\_\_\_  
Email address

**- Tenant #4 -**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone/cell numbers

\_\_\_\_\_  
Email address

\_\_\_\_\_  
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1. Each Tenant(s) hereby agrees that they are jointly and severally liable for the performance of all obligations created by this Lease Agreement or imposed by law. Each Tenant guarantees the faithful performance of this Lease Agreement by all other Tenants.

2. Lessee stipulates that [he/she/they] has examined the leased premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease Agreement, in good order, good repair, safe, clean, and tenantable condition. Any additional repairs Lessees wish to make are to be requested in writing as a condition of this Lease Agreement. At the time of occupancy any repairs that have been overlooked should be brought to the attention of the management.

During the term of residency, Tenant(s) shall keep said premises in a clean, sightly and healthy condition (walls, ceilings, floors, pipes, fixtures, and appurtenances). Said premises shall be delivered back to the Lessor, upon vacating the premises, whether such vacating shall occur by expiration of, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightlines as the date of execution, reasonable wear and tear excepted. Lessee will be charged a general cleaning fee of \$30.00 per hour if it is necessary for Lessor to clean windows, baths, kitchens, floors, walls of premises upon Lessee's departure and does not include items listed under standard deductions in paragraph 7.

Tenants shall make no changes of any nature in the house, including redecoration, without first obtaining written permission from Lessor. No changing or adding of locks without Lessor's permission. Lessee is responsible for replacing light bulbs and batteries in smoke alarms.

The Lessor shall have the right to enter said premises at any reasonable time to inspect, repair, alter, etc. as may be necessary for the safety, comfort, and preservation of the building.

3. The deposit indicated above is to be held by the Lessor and shall not be applied toward any rent payment, but may be held by the Lessor as partial liquidated damages in the event of default. If this Lease Agreement is terminated by the Lessee for any reason prior to the end of the term of the Lease Agreement, the deposit will be forfeited. Landlord shall refund said security deposit, less deductions for damages in excess of normal wear and tear and any Deductions listed in STANDARD DEDUCTIONS paragraph of this lease, within 30 days of Tenant's vacating of the premises. Should Landlord, upon inspection of the premises discover damages to the premises that exceed normal wear and tear, Landlord shall have the option to demand an additional security deposit from Tenants not to exceed the original security deposit amount. Said additional security deposit shall be deposited with Landlord not less than 14 days subsequent to Tenants receipt of notification of such demand or be in breach of this Lease Agreement.

4. Late Payments: Any Tenant whose payment is more than 1 day overdue and has not made prior arrangements with the Lessor in writing will be charged a \$25.00 late fee and an additional \$25.00 for each month thereafter where a balance is due as referenced in "Payment Terms" on page 1. A payment is considered late if received by our office after the due date. If payment is not made within 10 days of the due date, Lessor may terminate this Lease Agreement.

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5. The Tenant(s) shall pay a charge of \$35.00 for any check given to the Lessor or his agent that is returned for any reason by the drawer's bank and shall immediately redeem said returned check with currency or money order (no replacement check will be accepted). In addition, the provisions of paragraph 4 concerning late payment will be applicable until such time as the returned check is redeemed as provided herein. These provisions are not in lieu of any other legal remedies available to the Lessor or his agent for nonpayment or late payment of rent by the Tenant(s).

6. The Tenant(s) agree to observe and abide by all rules and regulations which are hereinafter made a part of this Lease Agreement, and to observe all reasonable rules and regulations of the complex or which may be promulgated in the future.

7. STANDARD DEDUCTIONS: Lessee agrees to pay the following cleaning and replacement charges as liquidated damages and consents to having such charges deducted from Lessee's security deposit. All charges are current cost of labor and materials to repair unless otherwise noted:

- a. Clean plugged drains/disposal etc. due to actions of Lessee
- b. Cost of replacement keys - \$10/key
- c. Keys/garage door openers not returned at end of lease term
- d. Unauthorized locking devices or doors
- e. Missing or broken fire alarms, smoke detectors and/or fire extinguishers
- f. Carpets/other flooring burned, torn or dirty
- g. Nail holes/damage to walls

Any items not specifically identified in this paragraph shall be charged to the Lessee at the cost of total replacements by Lessor, including the cost of all labor and materials.

8. Repair Calls: In the case of problems or emergency repair call 524-0800 or 237-0337 or 652-8168. An emergency is defined as one in which either Tenant or property will suffer loss if the situation goes uncorrected until the following day. If there are minor water leaks, please call before they become major, otherwise any damages resulting will be tenants responsibility.

9. Tenant(s) hereby release Lessor from any and all damages to both person and property during the term of the Lease Agreement unless due to Lessor's negligence.

10. Should fire destroy or damage said premises so as to make them untenable, this Lease Agreement shall cease from date of fire and rent will be refunded, prorated to date of fire. Tenants shall not engage in any acts which would violate or increase the fire insurance policy on said premises; nor shall said premises be used for any illegal purposes.

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11. Pets shall be allowed unless otherwise forbidden by certain association or complex rules. Tenant must disclose pet information at time of lease signing. A pet deposit of \_\_\_\_\_ will be obtained at the time of the signing of the lease. Any damage caused by pet above and beyond the given deposit will be the responsibility of the Tenant. Number and types of pets on premises \_\_\_\_\_, other(specify) \_\_\_\_\_, weights \_\_\_\_\_. Tenant will clean up after their pet and not allow waste to build up on or around the surrounding grounds. Failure to observe this rule will constitute a material breach of this Lease Agreement on the part of the Tenant(s) and will be strictly enforced. Tenant agrees that if a pet that is not specified is found on said premises, the entire security deposit shall be retained by the Lessor.

12. No Tenant or their guest shall cause excessive noise or disturbances so as to disturb neighbors. Tenants are responsible for any and all damages caused by their own visitors. This includes any damages resulting from any parties.

13. All garbage or refuse must be disposed of utilizing curbside trash pickup and recycling (or use of the dumpster/wastewheeler where required) occurring on a weekly basis. If there is garbage or trash in the front or surrounding area of unit, the trash will be removed at the Tenant's expense.

14. Tenant shall under no circumstances turn the heat off completely in said premises . When departing for break or vacation, Tenants shall set the thermostat at no lower than 55 degrees F. If damage to pipes occurs because of disregard for this clause, said damages shall be the responsibility of the Lessee, as well as any structural damages and cost of repairs.

15. In the event Tenant(s) fail to remove all of his/her personal property from the premises upon the termination of the Lease Agreement, the Lessor may, at his option, remove all or any part of said property in any manner. The Lessor may choose to store the same without liability to Tenant(s) for loss or damage, and Tenant(s) shall be liable to the Lessor for all expenses incurred in such removal and storage of such property. Upon termination of the Lease Agreement, Lessor shall have a lien upon the personal property and effects of Tenant(s) in said premises. The Lessor may, at his option, without notice, sell at private or public sale all or any part of said property and effects for such price as the Lessor may deem best. Proceeds of such sale may be applied to any amounts due under the Lease Agreement from Tenant(s) to Lessor, including the expenses of removal and sale. After the Lease Agreement has expired, Tenant(s) are totally responsible for any personal items left on the premises. Any items left will be removed and discarded. Lessor is not responsible for items left in apartments over breaks, vacations, or summer recess. Tenant(s) should carry his/her own household insurance (a.k.a. renters's insurance).

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16. Lessor has the right to show property during the leased period. This is subject to either the new prospective tenants, or Lessor giving reasonable notice to present Tenant(s) if present Tenant(s) so request with regard to showing property. If this presents a problem, please contact Lessor to make other arrangements.

17. Tenant agrees not to sublet said premises, or any part thereof, without the written consent of the Lessor.

18. In the event one or more of the Tenant(s) named in the Lease Agreement desires to vacate the premises, it is not the obligation of the Lessor to find suitable sub-lessees of the premises. If Lessor is notified in writing of the Tenant(s) desire to vacate, Lessor will try to find a replacement. The remaining Tenant(s) will be responsible for all obligations (including unpaid rent) under this Lease Agreement. Any assistance given in securing replacement tenant(s) by the Lessor shall in no way excuse the Tenant(s) rent obligation or any other obligation enumerated herein. If the Lessor is able to secure replacement tenants or a sublease there will be an additional charge of \$200.00.

19. This Lease Agreement is not automatically renewable. Lessee should sign a lease extension (addendum) for the next rental period by \_\_\_\_\_ or 60 days prior to the lease end date, whichever is earlier; otherwise the unit will be made available to others for lease on a first-come first-served basis. The terms of the new lease (addendum) shall be agreed upon by the Lessor or his agent and Tenant(s) for the new term, and shall not necessarily be the same terms as the prior lease.

20. Lessee agrees that the demised premises shall be occupied by no more than \_\_\_\_\_ persons, consisting of \_\_\_\_\_ adults, without the prior, express, and written consent of Lessor.

21. Lessee shall be responsible for arranging and paying for all utility services required on the premises, except \_\_\_\_\_ shall be provided by Lessor.

22. This Lease Agreement and Lessee's leasehold interest under this Lease Agreement are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the leased premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

23. It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of Ohio.

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24. It is specifically declared and agreed that time is of the essence of this Lease Agreement.

25. In the event that any action is filed in relation to this Lease Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

26. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding on either party except to the extent incorporated in this Lease Agreement.

27. We, the undersigned, jointly and severally guarantee that we are eighteen (18) years of age and have read and understand the terms of this Lease Agreement and have or will receive a copy of this Lease Agreement. We agree by signing this Lease Agreement that we have read the Lease Agreement thoroughly and completely and if we did not understand any of the terms or conditions of this Lease Agreement we consulted or had the right to consult an attorney, parents or someone who could explain what we are signing. We also agree that we have inspected the premises and leasing the unit as is and with no required undertakings by the Lessor unless otherwise agreed upon in writing with the Lessor prior to the signing of this Lease Agreement.

28. If the rent herein provided for shall at any time be in arrears or unpaid, or if the Lessee should violate or fail to perform any of the covenants, terms and conditions contained in this lease, this shall constitute a default and a forfeiture of any and all rights of the Lessee under this lease (excepting those enumerated in Section 5321.04 of the Ohio Revised), and further occupancy of said leased premises after such forfeiture shall be deemed and taken to be forcible detainer of such premises by such Lessee and will subject Lessee to an action by Lessor for forcible detainer.

Tenant #1: \_\_\_\_\_

Tenant #2: \_\_\_\_\_

Tenant #3: \_\_\_\_\_

Tenant #4: \_\_\_\_\_

Kind Bug: \_\_\_\_\_

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## Important Information

Water/Refuse: City of Oxford, 15 S. College Ave., 513.524.5221  
Electric: Duke Energy, 800.544.6900  
Gas: Glenwood Energy, 5181 College Corner Pike, 513.523.2555  
Phone: Frontier, 800.483.4600  
Cable/Internet: Spectrum, 866.442.2253  
Kind Bug contact #'s 513.524.0800 or 513.652.8168 (cell)

*Kind Bug Rentals, Lessor*

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