

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: (Resident/Tenant)

Apartment Address: Deer Creek Dr Suite
Xenia, OH 45385

Start Date of Lease:
Ending Date of Lease:

Base Rent: \$ _____/per month
+ Water/Sewer Surcharge \$ 10.00 / per month
Month to Month Fee \$ \$0 per month
Total due each month \$ _____/ per month
Concession \$ _____
Deposit: \$ _____
Prorated Amount \$ _____

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

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

Total Amount per month not including any Pet/Garage/Appliance fees and or rentals.

The above Resident agrees to rent the subject premises on a monthly basis at rental of \$ _____ / 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 3rd day of the month, it is considered delinquent. Rent will be payable to **Deer Creek of Xenia**. A **\$25.00** late fee is applied on the 4th of the month and **\$5.00** per day fee will accrue until rent is paid. **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.** Cash not accepted for rental payment.

The Resident further agrees:

1. During the term of this Lease, the Apartment will be occupied only by LESSEE(S) and (list all other occupants):

Name(s):	Birthdate:	Name(s):	Birthdate:
(1) _____	_____	(3) _____	_____
(2) _____	_____	(4) _____	_____

Persons not listed above must not stay in the Apartment for more than three (3) consecutive days without management written consent.



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. Resident is required to give a **written 60 day advance notice** prior to vacating premises, or they will be subject to pay thru the written 60 day notice. The lease shall be automatically renewed on a month-to-month basis if a new lease has not been signed or a 60 day notice has not been given.
4. Resident 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), plus initial and daily late charges owed. After the second NSF the Resident has to pay by certified funds or money orders for the remainder of the lease.
6. **Early Termination.** Resident agrees to pay an **\$800.00 Early Termination Fee** if he/she terminates the Lease agreement prior to expiration. Resident will be responsible for any damages in addition to a **60 days advance written notice** which is required prior to vacating the premises. Deposits will be forfeited. All concessions must be re-paid (ie Rent discounts, etc.).
7. No alterations of any kind to the apartment or area surrounding apartment (i.e. patio/balcony), shall be made without prior written consent of the Owner.
8. The Resident acknowledges that any security measures provided by the Landlord shall not be treated by the Resident as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Resident, the Resident guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. The Landlord shall not be liable to the Resident, guest or occupant for personal property from fire, flood, water leaks, rain, hail, ice, smoke, lighting, wind, explosions and interruption of utilities unless cause by the Landlord negligence. The Landlord has a duty to remove ice, sleet or snow; but the Landlord may do so in whole or in part, with or without notice. If the Landlord's employees are requested to render services not contemplated in the lease, the Resident shall hold the Landlord harmless from all liability for same.
9. Resident 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 Resident, 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. Resident shall not transfer her/his interest in and to this rental agreement, nor shall the Resident 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, Resident agrees to pay all costs of such action, including such reasonable attorney's fees as may be fixed by court.
13. Resident 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. Resident 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 Resident property.
15. **Vehicles:** Resident 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. 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. **One upfront parking space per bedroom is allotted for Residents** (garages considered an upfront parking space); all other vehicles must park in overflow parking areas.
16. **Pet Policy:** Dogs and Cats are allowed, but require a per month pet fee. A refundable deposit of \$200. Dogs must not weigh in excess of 35lbs at full grown maturity. In no case is any Resident permitted to have more than two (2) permissible pets. Owner reserves the right to charge for damages that exceed the applicable deposit. No visiting pets.



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 (ie Toys, tools, etc.). Patio and balconies must be free of bicycles, trash and unsightly clutter. 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 16 and under must be accompanied by their parent/guardian at all times in the Clubhouse/Fitness Center/Pool. A keycard to the Fitness Center is available only to Deer Creek Residents 18 years of age or older (one keycard issued per apartment home). Please remember, guests are NOT allowed to use clubhouse/community amenities unless accompanied by their sponsoring Deer Creek Resident.
19. Resident 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. The Resident agrees the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by Landlord because of fire or any other risk or in any manner which would disturb the peaceful, quiet enjoyment of any other occupant of the apartment community of which the Premises are a part. The Landlord reserves the right of eviction for the illegal manufacture, distribution, use or other illegal activities in connection with controlled substances. A criminal conviction shall not be necessary before the landlord can institute an eviction action.
21. **Lock out charge:** A fee of \$25.00 will be charged for a lock out. This payment (must be check/cash/money order) must be given to the Deer Creek staff member granting the Resident access at the time of entry into the apartment home.
22. **Satellite dishes** need to have management approval along with proper insurance and paperwork filled out before they can be installed. See management office for details.
23. **Construction, Casualty and Environmental Issues:** In the event that the apartment community is under construction. Residents, occupants of the unit or their guest agree to observe all warning signs and blockades and stay away from construction areas. Owner, and manager, are not responsible for personal injury or damage to personal property. If there is a delay in delivery of possession of the Apartment, rent shall be abated pro-rated on a daily basis. If possession is not granted within 15 days after the beginning date of the lease term, Resident may cancel this Agreement by written notice, and have full refund of any monies paid Management, less application processing fees. Management shall not be responsible for damages caused by the delay in possession.
24. **Mold and Mildew.** Residents need to keep their apartment clean to prevent mold and mildew. If mold or mildew arises in your apartment you must contact management immediately. Please understand that neither Owner or Management is responsible for any injury, illness, harm or damage to the apartment or any person or property caused by or arising from, in whole or on part, mold or mildew.
25. **Resident Duties:** The Resident shall:
 - a. Keep the premises that he/she occupies and uses safe and sanitary;
 - b. Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the landlord;
 - c. Keep all plumbing fixtures in the premises or used by Resident as clean as their condition permits;
 - d. Use and operate all electrical and plumbing fixtures properly;
 - e. Comply with the requirements on Residents by all applicable state and local housing, health and safety codes;
 - f. Maintain in good working order and condition any range, refrigerator, washer, dryer, or other appliances supplied by landlord;
 - g. Personally refrain, and forbid any other person who is on the Premises with his/her permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or, other part of the Premises or the Property;
 - h. Promptly notify the landlord of the need for repairs;
 - i. Conduct him/herself and require other person on Premises with his consent to conduct themselves in a matter that will not disturb his neighbors "peaceful enjoyment" of the Premises;
 - j. Not unreasonably withhold consent for the Landlord or his/her agents to enter Premises
 - k. Resident shall regularly test all smoke detectors, supply electric current thereto (Battery or electric current if required by lease) and notify Landlord in writing of any mechanical failure, need for repair, or replacement.
 - l. Keep all common areas (including patio/balcony areas around apartment) of the premises in a safe and sanitary condition;
 - m. Landlord will not be liable for the loss with respect due to deliveries and package acceptance.
 - n. Solicitation will not be allowed at the community.
26. Actual size of these units may vary from the dimensions in the brochure.

Leasee (1) _____ DATE _____

Leasee (2) _____ DATE _____

Leasee (3) _____ DATE _____

OWNER: _____ DATE _____

