



LEASE AGREEMENT

This Agreement made and entered into this . day of between SUMMIT HOUSING DEVELOPMENT CORPORATION, as LANDLORD, 636 West Exchange Street, Akron, Ohio 44302, and , as TENANT.

- 1. The LANDLORD leases to the TENANT and the TENANT leases from the LANDLORD living quarters in the dwelling located at for a term of one year commencing on the day of , and ending on the day of .
2. LANDLORD recognizes that TENANT is residing with other residents and that utility costs will be shared amongst them.
3. The total rent for the house shall be \$ per month. TENANT's portion shall be \$ .
4. The total rent specified in Paragraph 3 shall include the following utilities:
- Water - Lawn Care
- Sewer - Snow Removal
- Trash removal

The total rent stipulated herein does not include the cost of the following utility services:

- Electric - Cable / Television
- Natural gas - Telephone

Charges for such service(s) is (are) to be paid directly by the TENANT to the utility company/companies providing such service(s). Failure to maintain service on any of the above utilities shall be considered a material and substantial breach of this Lease Agreement.

- 5. The rent shall be due and payable and/or received by the first day of each month at the LANDLORD's office located at 636 West Exchange Street, Akron, Ohio 44302, or to such other person, persons, or place as the LANDLORD may from time to time designate in writing. Failure to submit full rental payment by the first of each month shall constitute a late payment. In the event the full rental payment is not received by the 15th of the month, a \$25.00 flat late fee will be assessed for that month, and each month thereafter that month's rent continues to be late. A check returned for insufficient funds or other cause will be considered nonpayment.

- 6. A security deposit in the amount of \$ -0- payable by the TENANT shall be required at the time of the execution of this Agreement.

Accordingly, TENANT hereby makes a deposit of \$ -0- against any damage except reasonable wear done to the premises by the TENANT, his/her family, guests, or agents; and agrees to pay when billed the full amount of any such damage in order that the deposit will remain intact. Upon termination of this Agreement, the deposit is to be refunded to the TENANT or to be applied to any such damage or any rental delinquency. The LANDLORD shall comply with all State and local laws regarding interest payments on security deposits.

- 7. The LANDLORD will not discriminate against the TENANT in the provision of services or in any other manner on the grounds of race, color, creed, religion, sex, familial status, national origin, or disability. Summit Housing Development Corporation's housing is, however, reserved for persons with mental retardation and/or other disabilities.

- 8. Unless terminated or modified as provided herein, this Agreement shall be automatically renewed for successive terms of one month each at the aforesaid rental, subject to adjustments as herein provided.
a.) The TENANT may terminate this Agreement at the end of the initial term or any successive term by giving thirty (30) days written notice prior to the first day of the rental period to the LANDLORD. Whenever the

LANDLORD has been in material non-compliance with this Agreement, the TENANT may in accordance with State law terminate this Agreement by so advising the LANDLORD in writing.

- b.) The LANDLORD may terminate, effective at the end of the initial term or any successive term, by giving the TENANT notification in the manner prescribed by State law.
9. TENANT agrees that the family composition and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy.
  10. At the end of the term and prior to any renewal of this Agreement, LANDLORD agrees to give thirty (30) days written notice of any rent adjustment to the TENANT by an addendum to be made part of this lease, stating the amount of the adjusted monthly rental which the TENANT will be required to pay.
  11. The TENANT shall not assign this lease, sublet the premises, give accommodation to any roomers or lodgers, or permit the use of the premises for any purpose other than as a private dwelling solely for the TENANT. The TENANT agrees to reside in this unit and agrees that this unit shall be the TENANT's only place of residence.
  12. TENANT for himself/herself and his/her heirs, executors and administrators agrees as follows:
    - a.) To pay rent herein stated promptly when due, without deductions whatsoever, and without any obligation on the part of the LANDLORD to make demand for the same;
    - b.) To keep the premises in a clean and sanitary condition, and to comply with all obligations imposed upon TENANTS under applicable provisions of building and housing codes materially affecting health and safety with respect to said premises and appurtenances, and to save the LANDLORD harmless from all fines, penalties and costs for violations or noncompliance by TENANT with any said laws, requirements or regulations, and from all liability arising out of any violations or noncompliance.
    - c.) Not to use the premises for any purpose deemed hazardous by insurance companies carrying insurance thereon;
    - d.) That if any damage to the property shall be caused by his/her acts or neglect, or the acts or neglect of any of his/her family members, guests, or agents, the TENANT shall forthwith repair such damage at his/her own expense, and should the TENANT fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the LANDLORD may, at his/her option, make such repairs and charge the cost thereof to the TENANT, and the TENANT shall thereupon reimburse the LANDLORD for the total cost of the damages so caused;
    - e.) To permit the LANDLORD, or his/her agents, or any representative of any holder of a mortgage on the property, or when authorized by the LANDLORD, the employees of any contractor, utility company, municipal agency or others, to enter the premises for the purpose of making reasonable inspections and repairs and replacements;
    - f.) Not to install a washing machine, clothes dryer, freezer, refrigerator or air conditioning unit in the dwelling without the prior written approval of the LANDLORD; and
    - g.) To permit the LANDLORD or his/her agents to bring appropriate legal actions in the event of a breach or threatened breach by the TENANT of any of the covenants or provisions of this Agreement.
    - h.) To not place any additional locks on any doors or windows without the specific written permission of the LANDLORD.
    - i.) To not disturb the neighbor's peaceful enjoyment of their accommodation.
    - j.) To conduct themselves in a manner conducive to maintaining the project in a decent, safe, and sanitary condition.
    - k.) To refrain from illegal or other criminal activity. Such activity, whether it occurs on the premises or not, shall be considered a breach of this lease.
    - l.) To maintain appliances provided by LANDLORD in good condition.
  13. The TENANT is not permitted to keep common household pets in his/her dwelling unit.
  14. The LANDLORD agrees to comply with the requirements of all applicable Federal, State and local laws, including health, housing and building codes and to deliver and maintain the premises in safe, sanitary and decent condition.

15. The TENANT, by the execution of this Agreement, admits that the dwelling unit described herein has been inspected by him/her and meets with his/her approval. The TENANT acknowledges hereby that said premises have been satisfactorily completed and that the LANDLORD will not be required to repaint, re-plaster, or otherwise perform any other work, labor, or service which it has already performed for the TENANT. The TENANT admits that he/she has inspected the unit and found it to be in good and tenantable condition, and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the LANDLORD in as good condition as when received, reasonable wear and tear excepted.
16. No alteration, addition, or improvements shall be made in or to the premises without the prior written consent of the LANDLORD. The LANDLORD must consent to reasonable modifications needed to permit a person with a handicap full enjoyment of the premises as required by the Fair Housing Act, and the American With Disabilities Act.
17. TENANT agrees not to waste utilities furnished by the LANDLORD; not to use utilities or equipment for any improper or unauthorized purpose; and not to place fixtures, signs, or fences in or about the premises without the prior written permission or the LANDLORD. If such permission is obtained, TENANT agrees, upon termination of this Agreement, to remove any fixtures, signs, or fences, at the option of the LANDLORD, without damage to the premises.
18. Failure of the LANDLORD to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the LANDLORD's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
19. The House Rules are hereby incorporated as part of this Agreement and violation of any rule shall constitute a material violation of this Agreement.
20. The LANDLORD highly recommends that the TENANT make a good faith effort to apply for a Section 8 Voucher, where possible.
21. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties.

**AGREED TO:**

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT / GUARDIAN

\_\_\_\_\_  
Date

**READ AND RECEIVED:**

\_\_\_\_\_  
SERVICE PROVIDER

\_\_\_\_\_  
Date

## **Addendum A:**

### **Home Maintenance**

1. No pets
2. Please maintain proper salt levels in water conditioning systems.
3. Please be responsible, by:
  - a.) Changing light bulbs except in fixtures of ceiling height and above.
  - b.) Not putting grease in drains.
  - c.) Vacuuming carpets on a regular basis.
  - d.) Washing kitchen and bathroom floors regularly.
  - e.) Maintaining all surfaces free from mold and mildew.
  - f.) Removal of snow from walkways.
4. Please maintain appliances by keeping them clean and neat in appearance, including:
  - a.) Removal of lint from dryer lint traps following each use.
  - b.) Not using fabric softener sheets in dryers.
  - c.) Not overloading washers and dryers.
  - d.) Using no more than manufacturer's recommended amount of soap in washers and dishwashers.

## **Addendum B:**

### **Tenant damage**

Damages beyond normal wear caused by tenants, guests, invitees, and other such people at property owned by Summit Housing Development Corporation (SHDC) will be repaired at the direction of SHDC. All costs for repairs will be the responsibility of the lessee(s) at the property where such tenant-caused damage has occurred unless alternative arrangements are agreed upon.

Summit Housing Development Corporation (SHDC) will make arrangements for repairs of property damages caused by tenants, guests of tenants, or other invited persons.

Contractors who provide services to repair such damages will be paid by SHDC.

SHDC will present invoice(s) to the lessee(s), or other agreed-upon party, of the damaged property for reimbursement of the costs to repair damages caused by tenants.

Lessee(s) will be given 30 days to reimburse SHDC for costs to repair damaged property; or regular payments may be made in installments at least once every 30 days until paid in full if mutually agreed upon by all parties.

Any payments received from service providers for repairs reimbursement will be applied first to outstanding maintenance charges and then to rent.

Tenants' have the right to appeal costs and liability for property damages.