

**APPLE VILLAGE TOWNHOUSES  
LEASE AGREEMENT CONTRACT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, between HoBa Enterprises, Inc. Owner, and \_\_\_\_\_, as Tenant.

**WITNESSED:**

1. The Owner leases to the Tenant and the TENANT leases from the OWNER a Townhouse with stove, refrigerator, and dishwasher located at 393 East Huron Street, Apt. \_\_\_\_\_, Jackson, Ohio 45640, for a term starting \_\_\_\_\_ and ending \_\_\_\_\_ at a monthly amount of \$ \_\_\_\_\_, subject to adjustments as hereinafter provided. Tenant is required to stay at least 12 full months starting \_\_\_\_\_ and ending \_\_\_\_\_. If Tenant vacates premises before the above time period is up, Tenant is responsible for the remaining months of the lease until premises is leased to someone else.

2. Tenant hereby makes a deposit of \$ \_\_\_\_\_ against any damage to assure the Owner that the unit shall be leased for the above mentioned time period and that the property will be kept in good order.

3. Said lease payment shall be payable monthly in advance on or before the first calendar day of each month to the Owner. IF THE TENANT STAYS THE FIRST DAY INTO A MONTH, THEN THE FULL MONTH'S LEASE PAYMENT WILL BE DUE! NO MONTHS LEASE PAYMENT WILL BE PRORATED! A late charge of 10% of lease payment will be charged by the Owner if payment is more than 7 days late. There will be a \$50.00 service charge on any checks refused by the bank.

Rent is to be sent to:                   HoBa Enterprises, Inc.  
  P.O. Box 651  
  Jackson, Ohio 45640

4. Unless terminated as provided herein, the Lease Agreement shall be automatically renewed on a monthly basis following completion of the initial deposit and lease agreement, subject to adjustment as herein provided payable in advance without demand on the first day of each month. If the Tenant terminates contract without giving 30 days advance "WRITTEN" notice, Tenant forfeits the deposit.

5. 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 together than as a private dwelling solely for the Tenant and his/her immediate family.

6. Tenant for him/herself and his/her heirs, executors and administrators agrees as follows:

- A. To pay the rent herein stated promptly when due, without any deductions whatsoever, and without any obligations on the part of the Owner to make any demand for the same;
- B. To keep premises in a clean and sanitary condition and to comply with all laws, health and policy requirements with respect to said premises and appurtenances, and to save the Owner harmless from all fines, penalties and costs for violations or noncompliance's by Tenant with any said laws, requirements, or regulations, and from all liability arising out of such violations or noncompliance;
- C. Not to use 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, 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, (not to exceed 30 calendar days) after the occurrences of such damage, the Owner may at his/her option make such repairs and charge the costs thereof to the Tenant, and the Tenant shall thereon reimburse the Owner for the total cost of damages so caused;
- E. To permit Owner, or his/her agents, when authorized by the Owner, the employees of any contractor, utility company, municipal agency or others to enter the premises for the purposes of making reasonable inspections, repairs, and/or replacements; when a 24 hour advance notice is given unless in the case of emergency;
- F. To park any owned motorized vehicles only on parking areas as assigned and to promptly remove any large, inoperative or unlicensed vehicles, from the premises and to perform no repairs on any such motorized vehicles on the premises;
- G. To not obstruct the furnace room, stairways or hallways of the unit in which he/she leases. The walks and parking are not to be obstructed. Tenant agrees to keep these areas clean;
- H. To conform with the reference to garbage and refuse containers to the standard practices of the Development in which he/she lives, or is to live, as set forth by Owner's Tenants shall under no condition dump or otherwise dispose of garbage on the premises. Fire prevention should be kept in mind at all times. Tenants shall not allow trash of any kind to accumulate, such as papers or combustible materials, that might cause fire;
- I. To keep all personal possessions within the confines of the unit at all times;
- J. To have no animals or pets of any kind on the premises;
- K. To permit the Owner or his/her agents to lawfully evict Tenant(s) in the event of a breach or threatened breach or threatened breach by the Tenant(s) of any of the covenants or provisions of this contract;
- L. To see that the conduct of him/herself, family and guests are never disorderly or boisterous; that is does not disturb or interfere with the rights, comfort or convenience of other violation of the obligations of the Agreement is final and conclusive.

7. 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 Owner will not be required to repaint, replaster or otherwise perform any other work, labor or service which has already performed for the Tenant. The Tenant admits that the premises are in a habitable condition, and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the Owner in as good condition as when received, reasonable wear and tear excepted.

8. No alteration, addition, or improvements shall be made in or to the premises without prior written consent of the Owners or his/her agents.

9. Tenant further agrees that if he/she should fail to pay the lease amount stipulated promptly when due, or should fail to comply with any and all other oppression of this agreement, or in the event that this agreement shall terminate pursuant to the provisions, hereof, then in any of said cases it shall be lawful for the Owner, at his/her election or option, to re-enter and take possession, the Tenant hereby expressly waiving any and all notice to vacate said premises, and thereupon this agreement shall terminate.

10. The Tenant acknowledges that the Owner presently pays for water, sewage and trash collection. Tenant further agrees to pay to owner the amount of \$50.00 for the above utilities. Owner reserves the right to adjust the monthly utility payment of the Tenant with a 30 day advance written notice. Tenant will be solely responsible for all other utilities including, electric, phone, cable, etc. Tenant will be responsible for any required signing for such services before occupying the premises and a final meter reading or determination of amount due for such services shall be made before the refund of any deposit and vacating of the premises.

11. Failure of the Owner or his/her agents 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 of relinquishment of the Owner's right thereafter to endorse any such term, covenant agreement, or condition, but the same shall continue in full force and effect.

12. In return for the Tenant's continued fulfillment of the terms and conditions of this agreement, the Owner covenants that the Tenant may at all times while this agreement remains in effect, have and enjoy for his/her sole use and benefit the property herein above described.

13. Liability; Tenant shall be liable for and shall hold Owner harmless on account of any theft, loss or damage to property or injury to any person regardless of cause. Owner shall not be liable for damages to any property or person arising from acts, neglect or omission of any Tenant in said unit or the elements or from any act over which the owner has no control. Owner shall not be liable to Tenant or any other person for damages resulting from the failure of any appliances and related fixtures. Personal property placed anywhere in the unit by Tenant or Tenant's guest remains at Tenant's sole risk and liability.

14. Entry for Inspection: Twenty-four (24) hour notice will be given for routine inspection. Owner, his/her agents, or employees may enter the unit at any reasonable time with notice, with pass key or otherwise to examine same. Notice need not be given in the event of an emergency or if it is impractical to give notice of intent to enter.

15. Failure to pay lease payment and late charges when due, may, after 3 calendar days result in service by the Owner on the Tenant a 3 day eviction notice which the Tenant agrees to honor.

16. If Tenant completes this lease agreement and stays the full time of 12 months, from \_\_\_\_\_ to \_\_\_\_\_ the Owner shall refund the Tenant's deposit upon the 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:

- \* The unit is left in an undamaged, clean rentable condition to be determined by the Manager. (Entire unit including range, oven, refrigerator, bathroom, closets, cabinets, windows, etc. cleaned. No obstruction or large holes in walls or floors.)

- \* Tenant has provided 30 days advance WRITTEN notice of vacating premises.
- \* No unpaid late charges or delinquent lease payments.
- \* All final payments have been made in regard to utilities.
- \* Forwarding address has been left with the management.
- \* All keys have been returned to management.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
OWNER: HoBa Enterprises, Inc.  
BY: HoBa Enterprises, Inc., Management

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE