

RESOLUTION NO. 53-21
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Serr ON THE
17th DAY OF May, 2021.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROPERTY MANAGEMENT AGREEMENT WITH HERITAGE HOME SERVICES, LLC D/B/A COLDWELL BANKER HERITAGE REALTORS FOR THE MANAGEMENT OF PROPERTY LOCATED AT 54 WEST FRANKLIN STREET AND AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO EXECUTE DOCUMENTS TO EFFECT THE LEASING OF SAID REAL PROPERTY.

WHEREAS, the City of Centerville owns the property located at 54 W. Franklin Street (the "Property"); and

WHEREAS, Council has determined that it would be in the best interest of its citizens to lease the Property for the time being; and

WHEREAS, the City of Centerville desires to engage Heritage Home Services, LLC d/b/a Coldwell Banker Heritage Realtors to manage the Property upon terms acceptable to the City; and

WHEREAS, the City Manager, in prior consultation with the City Council at open meeting work sessions called pursuant to Section 121.22 of the Ohio Revised Code, discussed the management of the Property with the intent to lease said Property; and

WHEREAS, Council has the power to enter into such agreements by virtue of its Charter and the provisions of Article VIII, Section 16 and Article XVIII, Section 3 of the Ohio Constitution;

NOW, THEREFORE, BE IT RESOLVED:

Section 1: That the City Council hereby authorizes the City Manager to execute a Property Management Agreement for the management of the Property located at 54 W. Franklin Street. Said Management Agreement is marked as Exhibit "A" and incorporated herein.

Section 2: That the City Manager shall take all necessary steps to execute any documents to facilitate the leasing of the Property.

Section 3: That the City Manager is hereby authorized and directed to do any and every thing further necessary to carry out the terms of the Management Agreement, including, but not limited to, entering into lease agreements for the Property.

Section 4: That this resolution shall take effect at the earliest time allowed by law.

PASSED THIS 17th day of May, 2021.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 53-21, passed by the Council of the City of Centerville, Ohio on the 17th day of May, 2021.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

Exhibit "A"



PROPERTY MANAGEMENT AGREEMENT

This property management agreement (hereinafter referred to as the "Agreement") made and entered into this 29 day of April, 2021, by and between The City of Centerville Ohio (hereinafter referred to as "Owner") and Heritage Home Services, LLC d/b/a Coldwell Banker Heritage (hereinafter referred to as "Heritage"). Owner and Heritage shall be collectively referred to herein as (the "Parties").

1. **Property:** Owner is the owner of certain real property situated in Montgomery County, Ohio, such real property having a street address of 54 W. Franklin St, Centerville, OH 45459 (hereinafter referred to as the "Premises").

2. **Notices:** Any notice which either Party may give or is required to give, may be given by mailing the same, postage prepaid, to the other Party at the address shown below or at such other places as may be designated by the Parties from time to time.

Owner Name and Address:
The City of Centerville OH
100 West Spring Valley Pike
Centerville, OH 45458

Heritage Name and Address:
Dan Hauser/Graeter-Ellis LLC
2000 Hewitt Ave
Kettering, OH 45440

3. **Agreement Term/Termination:** This Agreement shall expire twelve months from the date that it is signed by Owner and shall renew automatically each year thereafter the expiration date. The Agreement may be terminated by either Party by delivering written notice of intent to terminate such to the other Party no later than thirty (30) days the expiration of the then-current term. This Agreement may not be terminated by Owner, nor may Owner attempt to collect any rents directly from tenants until after any deficit balance due Heritage in Owner's rental management account has been paid in full. Additionally, Owner may terminate this Agreement early by: 1) electing to occupy the Premises personally as long as such does not constitute a breach of any then-existing lease agreement pertaining to the Premises, or 2) electing to market the Premises for sale following the expiration of any then-current lease agreement pertaining to the Premises. If Owner elects to market the premises for sale prior to the expiration this Agreement, Owner agrees to retain Heritage as its exclusive listing agent for the marketing and sale of the Premises and pay Heritage a commission in the amount of six percent (6%) of the total sales price of the Premises.

4. **Heritage's Responsibilities:** Pursuant to this Agreement, Heritage agrees to serve as Owner's property manager for the Premises and perform all duties as such in a commercially reasonable manner including:

- a. Marketing the Premises for rent, identifying and evaluating prospective tenants, and serving as Owner's agent relative to lease agreements and other matters related to the Premises;
- b. Holding in trust and disburse to or on behalf of Owner, as hereinafter set forth, all rents and moneys received from or on account of the renting and management of the Premises;
- c. Rendering statements of money received as required under Ohio licensure law but under no circumstances less than once per quarter;
- d. Paying bills associated with the Premises related to Heritage's services as property manager or otherwise as authorized by Owner;
- e. Disbursing net proceeds directly to or as otherwise specified by Owner;
- f. Managing maintenance and repairs of the Premises;
- g. Assessing property conditions from time to time and recommending improvements;
- h. Managing tenant, third-party, and other Premises-related issues;
- i. Performing occasional drive-by inspections and, as necessary, internal inspections; and
- j. Issuing Owner's 1099 and supporting year end statement.
- k. Assisting in retaining counsel on behalf of the Owner to bring such action to recover possession and/or rents and damages of said property as Heritage may deem necessary.

5. **Agency Authority:** In furtherance Heritage's obligations under this Agreement, Owner expressly authorizes Heritage to serve as its exclusive agent to:

- a. Negotiate, execute, acknowledge and deliver on behalf of Owner any and all agreements to lease the Premises to any individual(s) or entity(ies) and upon such terms and conditions agreed between Owner and Heritage. Owner shall have final decision on whether to lease the Premises to any specific tenant.
- b. Collect on behalf of Owner all rents and moneys payable under any agreement to lease the Premises.
- c. Make or cause to be made such repairs and maintenance of the Premises at cost not to exceed two hundred dollars (\$200.00) for any one item without the prior approval of Owner. The above two hundred dollars limitation shall not apply in such emergency cases where the safety or health of any person or damage to property are at risk and time is of the essence.

6. **Qualification of Tenant:** Heritage will exercise its discretion in a commercially reasonable manner to qualify any prospective tenant including evaluation of gross monthly income, credit and rental history, and other factors. Heritage will have sole discretion to make changes in its qualification criteria as it deems reasonably necessary and without need for Owner approval.

7. **Licensure:** Owner is retaining the services of Heritage to perform property management services that, if performed for another for a fee, requires an Ohio real estate license under Ohio Revised Code § 4735.01(A). As such, Property Manager agrees that all such services will be performed by a properly licensed real estate broker or salesperson in compliance with the requirements of Ohio law.

8. **Property-Specific Lease Terms:** Owner authorizes Heritage to enter into one or more lease agreements on Owner's behalf relative to the Premises on the following terms.

Monthly Rental Rate: \$ 795.00 ~~Security Deposit: \$ 795.00~~

Pets: Yes No¹ If yes, please list any and all restrictions:

Pet Deposit: \$ 0.00 Refundable Non-Refundable

Maximum Occupants: 3 Section 8 Rentals: Yes No Assignment/Subletting: Yes No

Minimum Lease Term: Monthly Student Rentals: Yes No

Permit Registered Sex Offender Tenant: Yes No Smoking: Yes No

Other restrictions:

¹ If you elect not to rent to individuals with pets or to rent with restrictions, state and federal housing laws may require that an individual be permitted to keep a service animal or emotional support animal. Where such an animal is required by law to be permitted, no additional deposit or surcharge can be collected. Owner will be liable for any and all legal expenses relative to assessing or challenging any attempt to keep such an animal at the Premises. ~~Owner agrees to indemnify and hold Heritage harmless relative to any claims arising out of or relating to a decision not to permit a tenant to keep a claimed service or emotional support animal.~~

The following equipment/appliances will remain at the Premises:

Range & Refrigerator are the property of the tenant



- Range Refrigerator Disposal Dishwasher Water -softener
- Washer Dryer Microwave
- Garage door opener and _____ remote controls

Other: _____

The following utilities at the Premises will become the responsibility of any lessee:

- Gas Electric Water/Sewer
- Trash Other _____

The following utilities at the Premises will remain the responsibility of Owner:

- Gas Electric Water/Sewer
- Trash Other _____

Heritage will use its best efforts to lease the Premises pursuant to the terms set forth above. Owner understands that any changes in such terms must be provided to Heritage in writing and may not be able to be implemented depending upon the terms of any then-existing lease and a tenant's willingness to alter such prior to expiration of said lease.

9. **Lease Agreement:** Owner has reviewed the "Residential Lease-Rental Agreement" form attached hereto as Appendix A and expressly authorizes Heritage to lease the Premises pursuant to the terms set forth therein subject to the incorporation of the provisions and restrictions set forth above in paragraph ____.

10. **Payments of Recurring Charges:** Owner may direct Heritage to pay one or more recurring charges relative to the Premises as long as such payments do not exceed any amounts held in trust relative to the Premises. Heritage may not be directed to make any mortgage payments relative to the Premises. It is ultimately Owner's responsibility to make any payments that Owner is obligated to make relative to the Premises and Owner acknowledges that it cannot depend upon timely receipt of monthly rental proceeds in order to meet any such obligations.

11. **Deposits:** All advances and deposits are required to be maintained in a property management trust account under Ohio Administrative Code § 1301:5-5-11. Heritage is not required to maintain such funds in an interest-bearing account, and the Parties agree that interest earned from such account, if any, will be payable to and the property of Heritage. Prior to leasing Owner's Premises to a tenant, Ohio Administrative Code § 1301:5-5-11(D) permits Owner and Heritage to agree concerning the handling of any deposits. Owner and Heritage agree as follows:

- a. All security and pet deposits will be held in a property management trust account by Heritage;
- b. Heritage will retain in said account on Owner's behalf an amount at least equal to the amount of any tenant's security and pet deposits at all times.
- c. Should such amount fall below the required amount but remain positive, Owner will not be required to remit the difference if the cash flow on the Premises will cover the deficit within thirty (30) days. Should the account become negative, the owner shall make up the difference immediately.

If a dispute arises between Owner and any tenant relative to a security deposit, ~~Owner agrees to defend, indemnify, and hold Heritage harmless relative to such.~~ Heritage agrees to provide reasonable assistance to Owner in any such dispute including providing affidavits, testimony, and documentary assistance as needed.

Owner's initials

Agent's initials 
04/28/21
3:25 PM EDT
dotloop verified

12. **Heritage's Compensation:** For services rendered under this Agreement, Owner shall pay Heritage as follows:

- a. Owner shall pay Heritage the amount of a full month's rent on the Premises payable upon receipt of the first rent payment under any newly-executed lease agreement. Should Owner procure its own tenant prior to signing this Agreement, Owner will not be required to make this payment to Heritage.
- b. Owner shall pay Heritage ten percent (10%) of all gross monthly rents received relative to the Premises during the term of this Agreement with the exception of any month wherein a full month payment has been made to Heritage by Owner under the immediately preceding subparagraph.

13. **Distribution of Receipts:** All moneys received by Heritage relative to the Premises under this Agreement will be applied and distributed by Heritage as follows and in this order of priority:

- a. Apply such to any deficit balance on Owner's account;
- b. Retain Heritage's compensation;
- c. Deduct all costs for property maintenance, repair, or approved upgrades.
- d. Deduct other moneys, as may have been disbursed and/or other expenses as may have been incurred on behalf of Owner.
- e. Deduct legal fees as may be incurred by reason of Heritage having retained legal counsel on behalf of Owner.
- f. Pay insurance premiums, tax bills, HOA fees, etc. as directed by Owner
- g. Remit the net balance of said rent and other moneys to Owner or Owner's designee.

~~14. **Indemnification:** Owner agrees that it defend, indemnify, and hold Heritage harmless for any and all costs, fees, damage awards, and other expenses relative to any action, claim, or other proceeding relative to the Premises by or between Heritage and any third party.~~

15. **Insurance:** Heritage assumes no liability relative to property insurance, general liability insurance, or any other insurance relative to the premises. Owner shall maintain liability insurance for at least \$100,000.00 per occurrence, name Heritage as an additional insured, and provide Heritage with a copy of the policy declarations.

16. **Disclaimer of Liability:** Heritage shall not be liable for any damage or injury to any person or property occurring on the Premises, or any part thereof, or in common areas thereof, unless such damage is the result of the negligence or unlawful act of Heritage, its agents, or its employees. ~~Owner agrees to hold Heritage, its agents, and its employees harmless from any claims for damages no matter how caused, except for injury or damages for which the Heritage is legally responsible.~~ Heritage assumes no liability and shall not be held responsible for damage to or destruction of said real property and/or chattel items on or about the premises.

17. **Attorney Fees.** Should any disagreement or dispute arise among the Parties to this Agreement, each Party shall be responsible for the payment of its own costs, attorney fees, and other related expenses. However, should the matter proceed to judgment in litigation, the Parties agree that the prevailing Party shall be entitled to recover its reasonable costs, attorney fees, and litigation expenses from the other Party.

18. **Modification.** The Parties hereby agree that this document contains the entire Agreement between the Parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties hereto.

19. **Home Owners Association.** Owner agrees to provide to Heritage a true and accurate copy of any HOA agreement or by-law and acknowledges that Heritage will provide a copy of such to any tenant(s).

20. **Waiver.** Should either party waive or fail to enforce any term or provision of this Agreement at any given time, such does not constitute a waiver of said term or provision at any other time or of any other term or provision in this Agreement.

21. **Ordinances and Statutes.** The Parties shall 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 this Agreement and the lease of the Premises to any tenant.

22. **Entire Agreement.** The foregoing constitutes the entire agreement between the Parties and may be modified only by a writing signed by both Parties.

23. **Choice of Law/Venue.** This Agreement shall be governed by and interpreted under the laws of the State of Ohio. The Parties agree that the lowest State of Ohio court having jurisdiction over the county in which the Premises authorized to hear any dispute will be the venue for any action relative to this Agreement.

24. **Multiple Owners.** If more than one individual is an Owner under this Agreement, each individual will be fully responsible to Heritage for any and all payments or obligations required of Owner under this Agreement irrespective of the non-performance of the other individual.

25. **Miscellaneous Information.** Owner certifies that is has provided the information set forth in Appendix B and Appendix C, attached hereto, and that such information is complete, true, and accurate to the best of Owner's knowledge:

Owner(s):

Heritage:

Signature

Date

Signature

Date

The City of Centerville

Daniel Hauser

Print Name

Print Name

Signature

Date

Gerald Ellis

Print Name

THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF HERITAGE IS SIGNING SOLELY AS REPRESENTATIVE OF HERITAGE HOME SERVICES, LLC d/b/a COLDWELL BANKER HERITAGE AND NOT IN HIS OR HER INDIVIDUAL CAPACITY. ~~IF OWNER CONSISTS OF ONE OR MORE ENTITIES, THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF SUCH ENTITY AGREES TO BE PERSONALLY LIABLE FOR ANY AND ALL OBLIGATIONS OF OWNER UNDER THIS AGREEMENT.~~

Approved as to form:

Municipal Attorney

APPENDIX A
LEASE AGREEMENT

Fair Housing Statement: 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 any dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.



RESIDENTIAL LEASE-RENTAL AGREEMENT & DEPOSIT RECEIPT

This lease agreement (hereinafter referred to as the "Agreement") made and entered into this ___ day of _____, 20___, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant"). Landlord and Tenant shall be collectively referred to herein as (the "Parties").

1. **Property:** Landlord is the owner of certain real property situated in _____ County, Ohio, such real property having a street address of _____ (hereinafter referred to as the "Premises").

2. **Parties:**

Landlord Name(s):

Tenant Name(s):

Landlord has appointed Coldwell Banker Heritage (hereinafter referred to as "Heritage") to be its agent. Heritage is not a party to this Agreement.

3. **Lease Term:** Landlord shall lease to Tenant the above described Premises for a term of ___ months, such term beginning on the ___ day of _____, 20___, and ending on the ___ day of _____, 20___. Upon the expiration of the term of this Agreement, Landlord has the right to renew or not to renew this lease.

4. **Monthly Rent Payment:** Landlord shall lease to Tenant the above described Premises for the sum of _____ dollars (\$ _____) per month, payable on the first day of each month. The first month's rent shall be due and payable at the time of execution of this agreement. Each payment by Tenant under this Agreement shall be made to Heritage, as agent on behalf of Landlord, at 8534 Yankee Street, Centerville, Ohio 45458 or at such other places as may be designated by Landlord from time to time.

5. **Late Rent:** Date of payment is determined by post-mark or actual rent receipt date. If monthly rent is not paid within five (5) days after it becomes due, Tenant agrees to pay a late charge in the amount of ten percent (10%) of the monthly rental rate. If monthly rent remains unpaid by for ten (10) days after it becomes due, Tenant agrees to pay an additional late charge in the amount of ten percent (10%) of the monthly rental rate. The late charge period is not a grace period, and Landlord is entitled to make written demand for any rent if not paid when due. Any unpaid balances remaining after termination of occupancy are subject to 1 ½% interest per month or the maximum rate allowed by law.

6. **Dishonored Check:** Dishonored checks constitute late payment. In addition to the charges set forth above, a processing fee in the amount of Sixty dollars (\$60) will be charged for dishonored check tendered by Tenant under this Agreement.

Landlord _____ Tenant _____

7. **Security Deposit:** Upon the execution of this Agreement, Tenant agrees to pay to the Landlord, a security deposit on the above described Premises in the amount of _____ dollars (\$ _____) (the "Security Deposit"). The Security Deposit may be automatically forfeited, if any covenants of this agreement are broken by tenant. The Security Deposit, less any costs of repairs/replacements other than normal and acceptable wear and tear, cleaning, or any uncollected charges/fees will be refunded within 30 days after tenant has returned possession of the property, turned in all keys and garage door opener remote controls and provided a forwarding address for mailing. Any costs mentioned herein will be documented and mailed with the refund. The tenant is responsible for any costs, which exceed the Security Deposit and for uncollected rent and late charges for every day the property remains vacant through the term of this agreement. Tenant agrees to indemnify and hold Heritage harmless from any actions, demands or claims by Tenant regarding the Security Deposit, including costs and reasonable attorney fees. Heritage is an intended third party beneficiary of this provision.

Tenant acknowledges that this Agreement is between Tenant and Landlord, and any dispute over any un-refunded portion of the Security Deposit is necessarily between Tenant and Landlord. Therefore, Tenant acknowledges that no action will lie against Heritage or its employees, agents, insurers, and representatives related the Security Deposit. () Tenant Initials

8. **Use of Premises:** The Premises shall be used exclusively as a residence for no more than _____ persons. Guest staying more than a total of fourteen (14) days in a calendar year without written consent of Landlord shall constitute a violation of this Agreement.

9. **Assignment or Subletting.** Tenant shall not assign this Agreement or sublet any portion of above described Premises without prior written consent of the Landlord.

10. **Alterations and Improvements.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without prior written consent of the Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Premises by Tenant shall, unless otherwise provided by written Agreement between Landlord and Tenant, be and become the property of the Landlord and remain on the Premises at the termination of this Agreement.

11. **Delivery of Premises.** If Landlord is unable to deliver possession of the Premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this Agreement be void, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within 30 days of the commencement of the terms herein.

12. **Condition of Premises.** Tenant has inspected the property and there are no damages except as noted on the inspection report, which will be made part of this lease upon return by tenant within 3 days of occupancy date. Tenant shall not be held responsible for damages noted on the report. Landlord is not responsible for the extermination of common bugs or rodents except such that may cause damage to the unit, i.e. termites, carpenter ants etc., if not evident within 30 days after move-in. Any defects have been provided to Landlord in writing and Tenant waives any rights, claims, and demands with respect to any and all defects, substantial issues, or unsatisfactory items not so provided to landlord in writing.

13. **Maintenance and Repairs.** Tenant shall, at its own expense, keep and maintain the Premises in good and sanitary condition and repair during the terms of this Agreement and any renewal thereof. Specifically, Tenant shall:

- a) Keep all driveways, sidewalks, courts, entry ways, stairs and/or halls free from obstruction.
- b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair.
- c) Keep all windows or doors free from obstruction.
- d) Not leave windows or doors in an open position during any inclement weather.
- e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air dry any of the same within any yard area or space.
- f) Obtain prior written consent of Landlord prior to causing or permitting any locks or hooks to be placed upon any door or window.

Landlord _____ Tenant _____

- g) Keep all air conditioning filters clean and free of dirt. Changing of filters should be at least once every month. Tenant is responsible for the purchase of furnace filters.
- h) Keep all lavatories, sinks, toilets and all other water and plumbing fixtures in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by the Tenant.
- i) Maintain order at all times while occupying Premises. No loud, improper or disturbing noise will be tolerated.
- j) Keep all radios, television sets, stereos, phonographs, etc. turned down to a level of sound that does not annoy or interfere with other residents.
- k) Deposit all trash, garbage, rubbish or refuse in the locations provided thereof and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements.
- l) Not paint, wallpaper or otherwise redecorate or make alterations to the Premises without the prior written consent of the Landlord.
- m) Irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish and weeds if such grounds are a part of the Premises and are exclusively for the use of the Tenant.
- n) Keep driveway and all sidewalks free of snow and ice during the winter months.
- o) Minimize placement of holes in walls and ceiling. All holes will be repaired prior to vacating Premises.
- p) Be responsible for all normal maintenance (and supplies to perform such) to the Premises. This includes carpet cleaning, light bulbs, batteries for smoke detector, furnace filters, etc.
- q) Ensure that the yard is maintained and that weeds therein are controlled, and shall bear the cost of hiring a yard service to do so should Tenant fail to perform such task to Landlord's satisfaction.

15. **Utilities.** The following utilities are the responsibility of Tenant, and will be put in Tenant's name for billing prior to occupancy, and have final readings done by _____ (the date of occupancy) or before. Any usage after this date will be billed separately to Tenant. Tenant further expressly authorizes any utility company to notify Landlord or Heritage of its intent to shut off utilities due to non-payment by Tenant.

- Gas- _____
- Electric- _____
- Water/Sewer- _____
- Trash- _____
- Other- _____

Landlord will not be required to provide or pay for any utilities or services relative to the Premises not expressly identified in this Agreement.

16. **Damages to Premises.** If the Premises is so badly damaged by fire or from any other cause as to render them uninhabitable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after the occurrence of such damage, except that should such damage or destruction occur as a result of the abuse or negligence of the Tenant, or its invitees, then Landlord only shall have the right to termination. Should this right be exercised by Landlord or Tenant, 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 Tenant. If lease is not terminated, then Landlord shall promptly repair the Premises and there shall be a proportionate deduction of rent until the Premises has been repaired and is ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with tenant's reasonable use of the residence.

17. **Landlord's Inspection of Premises.** Landlord shall have the right to enter the Premises: 1) in case of emergency, 2) to perform inspections of the Premises, 3) to make necessary or agreed repairs, 4) to supply necessary or agreed services, 5) exhibit the Premises to prospective or actual purchasers, mortgages, tenants, workmen or contractors, and 6) if Tenant has abandoned or surrendered the Premises. Except for Items #1 and #6, entry may not be made other than during normal business hours, and with not less than 24 hours prior notice to Tenant.

18. **Tenant's Hold-Over.** Any holding over after expiration of lease agreement, with the consent of Landlord, shall be construed as a month-to-month tenancy in accordance with the terms and conditions hereof, as applicable, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by certified mail.

Landlord _____ Tenant _____

19. **Surrender of Premises.** Upon the expiration of the terms thereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted. Any excessive damages to the Premises and/or property will be deducted from the Security Deposit.

20. **Pets.** The following pets are permitted: _____. Tenant agrees to pay a monthly pet fee of _____ dollars (\$ _____) per pet in addition to the monthly rent. Tenant further agrees to pay, prior to occupancy, a refundable pet deposit in the amount of _____ dollars (\$ _____). Any refunds will be due only if no damage or contamination has been made by said pet/s and will be mailed to Tenant along with the Security Deposit refund, if any.

21. **Indemnification.** Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, unless such damage is the result of the negligence or unlawful act of the Landlord, Heritage, its agents, or its employees. Tenant agrees to hold Landlord, Heritage, its agents, and its employees harmless from any claims for damages no matter how caused, except for injury or damages for which the Landlord is legally responsible.

22. **Default.** If Tenant shall fail to pay rent when due and/or breaches any other term of this Agreement, upon notice from Landlord, Tenant shall have three (3) days to cure such breach. If such breach is not so cured, the Landlord, at his option, may terminate all rights of Tenant hereunder. If Tenant abandons or vacates the property, 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 allowed by law. 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 the Landlord for the payment of all sums due hereunder, to the maximum extent allowed by law. () Tenant Initials

23. **Attorney Fees.** Should Landlord employ an attorney to review, advise upon, and/or enforce any of the conditions hereof, including the collection of rentals or gaining possession of the Premises, or to defend Heritage from any claim by Tenant, Tenant agrees to pay all expenses incurred, including reasonable attorney fees and costs.

24. **Modification.** The Parties hereby agree that this document contains the entire Agreement between the Parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties hereto.

25. **Move-Out.** All carpets are to be PROFESSIONALLY cleaned (receipt required) at Tenant's expense upon vacating the Premises.

26. **Military Clause.** If Tenant is transferred from place of employment in excess of forty (40) miles from current location, tenant may terminate this Agreement by providing Landlord thirty (30) days written notice and a copy of Tenant's transfer orders. If Landlord is transferred back to this area and wishes to re-occupy the Premises, Landlord may terminate this Agreement by providing Tenant sixty (60) days written notice and a copy of Landlord's transfer orders.

27. **Extension of Lease Term.** At least thirty (30) days prior to expiration of this Agreement, Tenant shall give written notice of Tenant's intent to renew/extend the lease term. If not renewing/extending, Tenant shall allow showings of the Premises to prospective tenants with twenty-four (24) hours notice during the final 30 days of occupancy.

28. **Sale of the Premises.** Landlord may place the Premises on the market for sale at any time. Tenant shall allow showings to prospective buyers with twenty-four (24) hours notice. Tenant's rights of occupancy through the term of this agreement are protected under Ohio law.

29. **Waterbeds.** Landlord does not permit waterbeds at the Premises. Tenant is responsible for cost of any repairs required due to leakage or weight of waterbeds.

Landlord _____ Tenant _____

30. **Tenant's Duty to Report.** Tenant shall promptly report any damage or equipment malfunction to Heritage in order to mitigate damage to the Premises. Tenant is responsible for any damage resulting from delays in reporting under this provision.

31. **Sewer and Draining.** Landlord shall deliver the Premises with all sewer drain lines, and gutters/downspouts open and draining freely. Tenant is responsible for keeping gutters/downspouts clear, removal of snow and ice, except if this service is provided by Landlord or H.O.A., and for costs of clearing any drain clogged by other than natural causes, such as roots, earth movements, or critters.

32. **Renter's Insurance/Hold Harmless.** Landlord's homeowner's insurance does not cover loss to Tenant's belongings. Tenant agrees to maintain renter's insurance in an amount sufficient to cover replacement of Tenant's belongings in the event of loss and to hold Landlord harmless for loss or damage to Tenant's property.

33. **Smoking.** There is to be no smoking in the home, garage, or enclosed patio areas.

34. **Equipment Remaining for Tenant's Use.** The following equipment/appliances will remain at the Premises for Tenant's use during the term of this Agreement.

- Range Refrigerator Disposal Dishwasher Water -softener
- Washer Dryer Microwave
- Garage door opener and _____ remote controls

Other: _____

Landlord is responsible for normal equipment maintenance/repairs, except tenant shall pay for repairs required due to negligence or miss-us. Landlord will not repair:

Tenant shall maintain proper use of water softener, if provided, including purchase of salt pellets. If heating/cooling system requires filters, Tenant shall install new ones or clean washable ones every month. Tenant shall be responsible for replacement of light bulbs and smoke detector batteries.

35. **Furnishings.** No furnishings shall be provided for use by Tenant under this Agreement unless specifically inventoried in a separate document signed by both Parties. Landlord shall not be responsible for the repair or replacement of any furnishings, and Tenant is liable for damage to any furnishings belonging to Landlord beyond ordinary wear and tear.

36. **Waiver.** Should Landlord waive or fail to enforce any term or provision of this Agreement at any given time, such does not constitute a waiver of said term or provision at any other time or of any other term or provision in this Agreement. Allowing continued occupancy in view of a default by Tenant shall not constitute a waiver of any right to recover unpaid or past-due rent, and Landlord reserves all rights with regard to such.

37. **Ordinances and Statutes.** Tenant shall 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 of the Premises. If the Premises are located in a rent control area, contact Rental and Arbitration Board for your legal rights.

38. **Notices.** Any notice which either Party may give or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the Premises or to Heritage as Landlord's agent at the address shown herein or at such other places as may be designated by the Parties from time to time.

39. **Entire Agreement.** The foregoing constitutes the entire agreement between the Parties and may be modified only by a writing signed by both Parties.

40. **Choice of Law/Venue.** This Agreement shall be governed by and interpreted under the laws of the State of Ohio. The Parties agree that the lowest State of Ohio court having jurisdiction over the county in which the Premises authorized to hear any dispute will be the venue for any action relative to this Agreement.

Landlord _____ Tenant _____

41. Multiple Tenants. If more than one individual is Tenant under this Agreement, each individual will be fully responsible to Landlord for any and all payments or obligations required of Tenant under this Agreement irrespective of the non-performance of the other individual.

Landlord:

(Print Name)

(Signature)

Date

Landlord:

(Print Name)

(Signature)

Date

Landlord:

(Print Name)

(Signature)

Date

Tenant:

(Print Name)

(Signature)

Date

Tenant:

(Print Name)

(Signature)

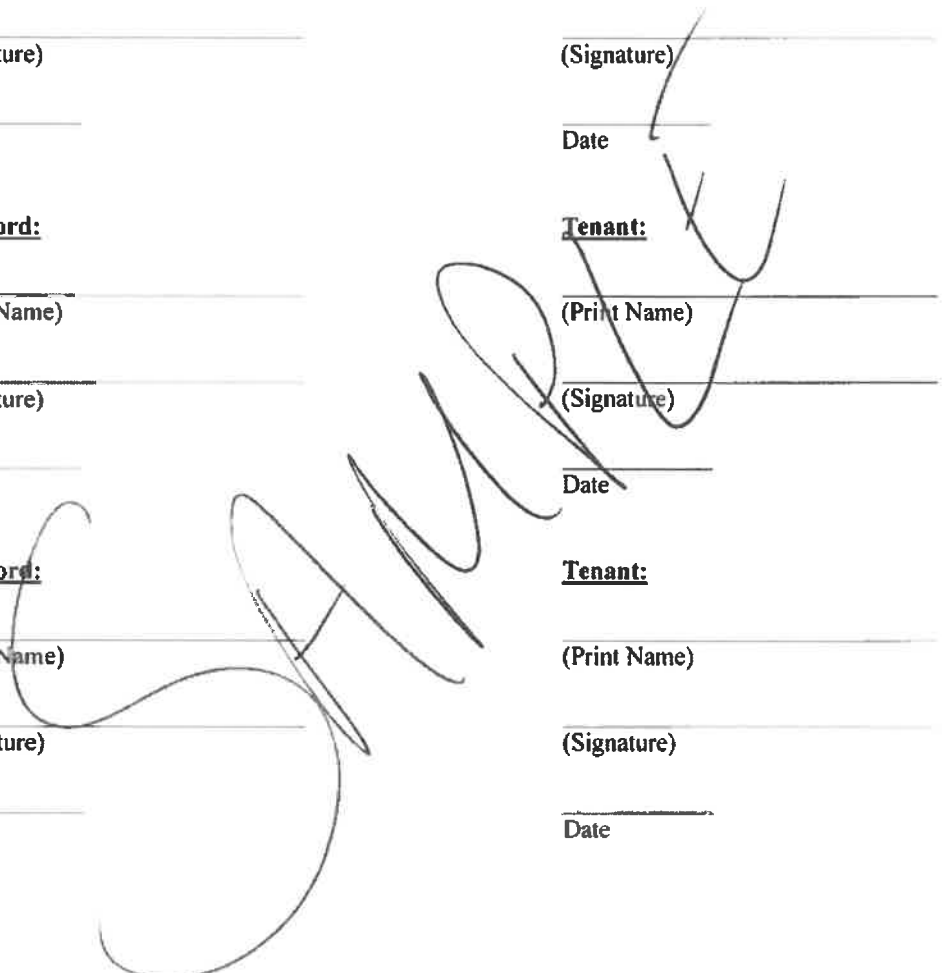
Date

Tenant:

(Print Name)

(Signature)

Date



APPENDIX B

OWNER CONTACT INFORMATION

Owner's Name (Print): _____

Co Owner's Name (Print): _____

Owner's Address (Print): _____

City, State and Zip (Print): _____

Home Phone: _____ Work Phone: _____

Cell Phone 1: _____ Cell Phone 2: _____

Email address (**PRINT**): _____

Emergency Contact: _____ Phone: _____

Owner Signature: Date: _____

Co-Owner's Signature: Date: _____

Referring Realtor: _____ From: _____

Coldwell Banker Property Management: _____ Date: _____

APPENDIX C

Utility Companies / HOAs Serving the Rental Property (Names and Phone Numbers):

Electric: _____ **Phone:** _____

Gas/Oil: _____ **Phone:** _____

Water/Sewer: _____ **Phone:** _____

Trash: _____ **Phone:** _____

HOA and or Historic information (where applicable)

Association name: _____

Address: _____

Phone Nr.: _____ **Fax Nr:** _____

Email address: _____

1. Please list information about any warranties on appliances or systems, and any repairs that have been recently made.

2. List any contractors' names and phone numbers that you prefer to have performed any repairs / maintenance on your property.

3. Write any other helpful information for tenants such as operation or maintenance instructions for appliances, systems, alarms, or other items.

**APPENDIX D
HERITAGE EVICTION PROTECTION PROGRAM**

Property: _____ (the "Property")

All individuals or entities that enter into property management agreements with Heritage are eligible to participate in Heritage's Eviction Protection Program (the "EPP"). The EPP is designed to provide certainty to Heritage's landowner clients and avoid unforeseen costs and expenses to remove a tenant should it become necessary to do so. Even with the best screening, and especially in turbulent economic times, an eviction can become necessary for any landlord, and the unplanned expenses relating to such can exceed \$1,000. For clients participating in the EPP, Heritage will bear the following costs relative to obtaining restitution of premises for non-owner-caused evictions for cause (i.e., tenant non-payment of rents, violation of house rules, etc.):

1. Eviction notice preparation and service;
2. Eviction case filing and service fees;
3. Eviction attorney fees;
4. Court costs;
5. Broker representation fees; and
6. Writ of possession fees.

The EPP expressly excludes any obligation on the part of Heritage to pay for or otherwise reimburse Owner for damage to the Property, unpaid rent, costs of a jury trial, or anything not expressly identified above. Moreover, the EPP does not require Heritage to take any action or bear any costs or expenses relative to recovery of damages or unpaid rent on behalf of Owner apart from reasonable cooperation in such proceedings such as providing affidavits, testimony, documents, and otherwise assisting as witness relative to any such claim.

The EPP is not a pre-paid legal program and it is not insurance.

Cost to participate in the EPP is \$75 per year (the "Participation Fee"). If accepted, Owner authorizes Heritage to deduct future Participation fees from rent payments when such fees become due without any further authorization. Owner may withdraw from the EPP by providing written notice to Heritage, and withdrawal shall become effective at the end of the then-current period.

- Owner accepts
- Owner declines

Owner(s):

Signature **Date**

Print Name

Heritage:

Signature **Date**

Print Name

Signature **Date**

Print Name