

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2023-54**

APPROVING A REVISED LEASE AGREEMENT FOR LAWSON PLACE APARTMENTS

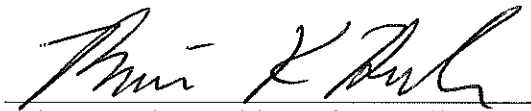
WHEREAS, the Village has owned and operated Lawson Place since 2022; and,

WHEREAS, with the benefit of a year's worth of experience, Village administration has recommended revisions to the Lawson Place lease,

NOW THEREFORE, Council for the Village of Yellow Springs, Ohio hereby resolves that:

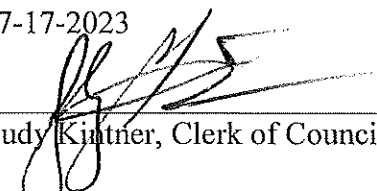
Section 1. The Village Manager is authorized to execute updated Lease agreements, in a form substantially similar to that attached as Exhibit A.

Section 3. This resolution shall take effect immediately upon approval by Council.



Brian Housh, President of Council

Passed: 7-17-2023

Attest: 

Judy Kintner, Clerk of Council

ROLL CALL:

Brian Housh __Y__

Kevin Stokes __Y__

Marianne MacQueen __Y__

Carmen Brown __Y__

Gavin DeVore-Leonard __Y__

Exhibit A to Resolution 2023-54

OHIO RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT hereinafter known as the "Lease" is entered into this day of , 20, by and between The Village of Yellow Springs with mailing address at 100 Dayton St Yellow Springs, OH 45387 hereinafter known as the "Landlord" and , hereinafter known as the "Tenant(s)."

WHEREAS, the Landlord desires to lease the Property defined herein under the terms and conditions as set forth herein; and

WHEREAS, the Tenant(s) desires to lease the Property defined herein from the Landlord under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

PROPERTY. The Landlord owns property and improvements located at Lawson Place Apt Yellow Springs, OH 45387 (hereinafter referred to as the "Property").

LEASE TERM. This Lease shall commence on day of , 20, and end on day of , 20 (hereinafter referred to as the "Term"), unless otherwise terminated in accordance with the provisions of the Lease. Upon the end of the Term, Tenant shall vacate the Property and deliver the same to the Landlord unless:

- the Lease is formally extended by the Landlord and the Tenant in a writing signed by both parties; or
- The Landlord willingly accepts Rent from the tenant for a period beyond the original Term. Where the landlord accepts Rent for a period beyond the original Term, without a formal extension agreed to in writing by both parties, a month-to-month tenancy will be created.

RENT. The Tenant shall pay to Landlord the sum of \$ per month (hereinafter referred to as "Rent") for the duration of the Term of the Lease. The Rent shall be payable on or before every 1st day of the month (hereinafter referred to as the "Due Date"), notwithstanding that the said date falls on a weekend or holiday.

- A. **Late Rent.** If Rent is not paid within 5 days of the Due Date, the Rent shall be considered past due and a late fee of \$25 of the Rent past due shall be applied for every occurrence Rent is late.

- B. **Returned Checks.** In the event that a check intended as payment for Rent is dishonoured for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.
- C. **Application of payments.** Whenever there are different sums owed by the Tenant to the Landlord, any payment shall be applied first to those obligations other than rent including but not limited to association/community dues, Late Fee, repairs chargeable to the Tenant, and other charges notwithstanding any notations or specifications made by the Tenant on the application of any payment paid to the landlord.
- D. **Rent Increases.** The Rent payable shall not be increased or otherwise modified during the Term of this Lease. Any increase in Rent shall only take effect after the expiration of the Term provided in this Lease. Any increase in Rent to take effect upon renewal or extension of the Term of this Lease must be preceded by a 30- day notice of the same from the Landlord to the Tenant.

SECURITY DEPOSIT. The Tenant has paid to the landlord the amount of \$721 as Security Deposit upon the execution of the original Lease (the "Security Deposit"). The receipt of such Security Deposit is hereby acknowledged by the Landlord who undertakes to hold the same in compliance applicable laws, rules and regulations. The Security Deposit shall serve as security for the return of the Premises at the expiration of the Term of this Lease in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely and complete performance of all other terms, conditions and covenants of the Lease.

- A. **Deductions.** Upon the termination of the Lease, the Landlord may deduct the following from the Security Deposit:
- Unpaid rent;
 - Late fees;
 - Unpaid utilities
 - Cost of repairs beyond ordinary wear and tear;
 - Cleaning fee in the amount of: cost plus 10% admin fee;
 - Early Termination Fee
 - Others:
- B. **Return.** The Security Deposit or the balance thereof shall be returned by the Landlord to the Tenant within 30 days after the termination of the Lease or in accordance with the applicable law on Security Deposit, whichever is sooner. Tenant shall not be entitled to interest on the Security Deposit. In the event that the Landlord shall make any allowable deduction, the Landlord shall provide the tenant with an itemized list of all deductions made specifying the amounts and the respective expenses to which the Security Deposit or parts of it was applied.
- C. **Tenant's Forwarding Address:** Upon vacating the Property any and all notices, communication and any other delivery may be made to the Tenant's forwarding address at:

USE OF PROPERTY. The Property as defined herein shall be for the sole and exclusive use and occupation by the Tenant(s) and the following other occupants not signing this lease:

- 1.
- 2.
- 3.
- 4.
- 5.

Tenant(s) and the occupants listed above are the "Permitted Occupants". NO OTHER PERSONS MAY LIVE OR STAY AT THE PREMISES FOR MORE THAN THREE (3) DAYS WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT, which may be given or withheld in Landlord's sole and absolute discretion, except that the Permitted Occupants shall be permitted to occupy the Premises. The Property shall be used solely and exclusively as a residence and single-family dwelling. The Property or any part of it shall not be used for any business, profession, vocation or trade of any kind. Tenant shall not use the Premises or any portion of the Building for any illegal purpose. Tenant agrees to comply with and abide by all federal, state, county and municipal laws and ordinances in connection with Tenant's occupancy and use of the Premises. No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant's family, visiting friends, dependents, guests, licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. Tenant agrees to refrain from using the Premises in any way that may result in an increase of the rate or cost of insurance on the Premises. No hazardous or dangerous activities are permitted on the Premises. Absolutely no excessive drinking, illegal drug use, public disturbances, physical abuse, verbal abuse, threats, or unauthorized pets, firearms or smoking is permitted on the Premises. Any violations of the foregoing paragraph shall be an immediate and incurable default of this Lease and shall be cause for eviction.

CONDITION. The Tenant stipulates that the Property has been examined and that the Property is in good repair and is tenantable.

ASSIGNMENT. Under this Lease:

Subletting Not Allowed. The Tenant acknowledges that this Lease is not transferrable and that the Tenant may not assign the Lease, any part of the Lease or any of the rights or obligations herein. The tenant shall not sublet, sublease or otherwise grant any other party any license or right in relation to the Property or this Lease. Any license, assignment sublease or agreement in violation of this clause shall be null and void with not legal force whatsoever.

RIGHT OF ENTRY. The Landlord shall have the right to enter the Property during normal working hours by providing at least 24 hours' notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may

exhibit the Property to prospective purchasers, mortgagees, or lessees upon 24 hours' notice.

IN THE EVENT OF AN EMERGENCY SITUATION WHICH RENDER 24 HOURS' NOTICE IMPRACTICABLE, LANDLORD SHALL HAVE THE RIGHT TO ENTER THE PROPERTY WITH LESS THAN 24 HOURS' NOTICE, OR NO NOTICE AT ALL, IF THE SITUATION SO WARRANTS.

ALTERATIONS AND IMPROVEMENTS. No alterations to or improvements on the Property shall be made by the Tenant without prior expressed consent of the Landlord to the same in writing.

A. **Unauthorized Alterations or Improvements.** In the event that the Tenant shall undertake alterations or improvements relating to the Property in violation of this section the same shall be considered a material breach of this Lease putting the Tenant in default. The Landlord may, upon the Landlord's discretion, require the Tenant to undo the alterations or improvements and restore the Property to its condition prior to any unauthorized alteration or improvement at the sole expense of the Tenant.

B. **Ownership of Alterations and Improvements.** In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Property without destroying or otherwise deteriorating the Property or any surface thereof shall, upon creation, become the Landlord's property without need for any further transfer, delivery or assignment thereof.

NON-DELIVERY OF POSSESSION. The Landlord shall deliver to the Tenant possession of the Property on or before the commencement of the Term of this Lease. If occupancy is or will be delayed due to construction, repairs, cleaning, or a previous resident's holding over, Landlord is not responsible for the delay. Delay in the delivery of possession of the Property shall cause the abatement of the Rent until the date until such time the possession is delivered. In any event, the possession of the Property must be delivered no later than 5 days after the commencement of the Term of this Lease and the Tenant agrees to accept the same until such date despite the delay. Failure of the landlord to deliver possession of the Property within this period, shall automatically terminate the Lease. Upon such Termination, the Landlord shall return to the Tenant the Security Deposit, any advance rent and other sums not otherwise consumed on account of the Tenant never having occupied the Property such as, but not limited to cleaning fees if already collected. Thereafter the Parties shall have no further obligation to each other.

HAZARDOUS MATERIALS. Tenant shall not keep on the Property any item of a dangerous, flammable or explosive nature that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

UTILITIES. The Landlord shall provide the following utilities and services to the Tenant(s): Water, Heating and Solid Waste Services. Any other

utilities or services not mentioned will be the responsibility of the Tenant(s).

MAINTENANCE, REPAIR, AND RULES. The maintenance of the Property, minor repairs and servicing shall be the responsibility and sole expense of the Tenant, including but not limited to HVAC/air-conditioning units, plumbing fixtures (e.g. showers, bath tubs, toilets or sinks). For the entirety of the term of this Lease, the Tenant shall keep the property clean and in good repair. The Tenant shall:

- A. Comply with any and all rules or regulations covering the Property including but not limited to local ordinances, health or safety codes, those set forth in the Master Lease, and Condominium or Homeowner's associations, where applicable.
- B. Dispose of any and all waste properly.
- C. Not obstruct any structure intended for ingress, egress, passage, or otherwise providing some type of access to, from or through the property.
- D. Keep all windows, balconies, railings and other fixtures or structures visible from outside of the property free from laundry at all times.
- E. Obtain consent of the Landlord prior to replacing or installing new deadbolts, locks, hooks, doorknobs and the like
- F. Refrain from all activities that will cause unreasonable loud noises or otherwise unduly disturb neighbors and/or other residents.

PETS. Under this Lease:

Pets Not Allowed. There shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability. Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodents, or insects on the Property.

SMOKE AND CARBON MONOXIDE DETECTORS The Property has been equipped with ☐ hard wired / ☐ battery powered smoke detectors and carbon monoxide detectors. Tenant agrees these detectors are in working order and agrees to periodically test and maintain the smoke detectors and keep them in working order by, at minimum, replacing batteries as needed.

QUIET ENJOYMENT. The Landlord warrants that the Tenant shall have quiet and peaceful enjoyment of the Property and hold the same free from molestation or interference from the Landlord or any other person or entity whose claim to the Property comes from the Landlord, subject to the terms and conditions of this Lease and compliance by the Tenant with the same.

DESTRUCTION OF PREMISES: If the Premises shall be destroyed or rendered untenable by fire, accident or other casualty, without fault or neglect of Tenant, then Tenant or Landlord may terminate this Lease upon written notice to the other and upon surrender of possession of the Premises to

Landlord, and without further rental obligation beyond the time of such destruction.

LIABILITY, INDEMNIFICATION AND RENTERS INSURANCE: Tenant understands and agrees that Landlord has no obligation to obtain or maintain insurance for Tenant including, but not limited to, liability, hazard, or contents insurance. Landlord is not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law. Tenant is advised, at Tenant's sole cost and expense, to obtain renter's insurance covering the full value of all personal property of Tenant in the Premises, and providing liability coverage to Tenant in an amount not less than \$100,000.00, which policy shall name Landlord as an additional insured. Tenant shall maintain such renter's insurance at all times during the Term of this Lease. Tenant shall provide a certificate of insurance to Landlord demonstrating that Tenant has procured the required insurance coverage within thirty (30) days after the first day of the Term of this Lease and within thirty (30) days after any renewal or change in such insurance coverage. If Tenant fails to procure the required insurance, allows such insurance to be cancelled or to lapse, or fails to timely provide the required certificates of insurance, the same shall be a default under this Lease. In addition to the foregoing, Tenant acknowledges that if Tenant fails to obtain and maintain renter's insurance, Tenant alone shall bear the consequences of the loss or damage to Tenant's personal property. Landlord shall not be held liable for any acts by, or injury or damage to any persons on or about the Premises. Tenant shall indemnify, defend, and hold Landlord and its employees, agents, representatives and contractors harmless from all injury, loss, claim, action, suit, damage, cost and expense to any person or property while on the Premises, or arising in any way out of Tenant's use or occupancy of the Premises, except to the extent caused by the gross negligence of Landlord. Tenant's obligations set forth in the preceding sentence shall survive expiration or termination of this Lease.

DEFAULT.

The following list, though not an exclusive list, shall constitute default under this Lease:

- (a) if Tenant shall at any time fail to pay when due the Rent or any other payments required of Tenant hereunder, or any part thereof; or
- (b) if Tenant or any other person on the Premises with Tenant's consent and/or knowledge conducts themselves in a manner so as to violate appropriate state and local laws that relate to controlled substances; or
- (c) if Tenant shall be in default in any of the other covenants and conditions of this Lease to be kept, observed and performed by Tenant; or

(d) if this leasehold interest shall be levied on or taken or attempted to be taken on execution, attachment or other process of law; or

(e) if any execution or attachment shall be issued against Tenant, or any of Tenant's property in the Premises, whereby the Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or

(f) if a receiver, assignee or trustee shall be appointed for Tenant or Tenant's property; or

(g) if this Lease shall by operation of law devolve upon or pass to any person or persons other than Tenant.

Upon any default of Tenant hereunder, Landlord may, upon the giving of any notice required by applicable law (if such notice is required), at any time thereafter either (a) terminate the Lease and repossess the Premises, or (b) re-enter the Premises by summary proceedings or otherwise, expelling Tenant and removing all property therefrom and relet the Premises and receive the rent therefrom; but Tenant shall remain liable for the equivalent of the amount of all Rent reserved herein less the amount of reletting, if any, after deducting therefrom the cost of obtaining possession of the Premises (including but not limited to Landlord's attorneys' fees and court costs) and of any repair and alterations necessary to prepare them for reletting and any expenses of reletting (including but not limited to advertising). In the event of a default, Tenant shall also be responsible for any other damages, costs or expenses incurred by Landlord.

No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as the occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

ABANDONMENT. The Premises will be deemed abandoned if Tenant defaults in Rent payment, appears absent from the Premises for more than sixty (60) days, and there is reason to believe that Tenant will not be returning to the Premises, as determined by Landlord in its reasonable discretion. In the event that the Tenant(s) abandons the Property the Landlord may declare the Lease terminated, recover possession of the Property, enter the premises, remove the Tenant's belongings and lease the same to another without incurring any liability to the Tenant for doing the same. In the event of

the abandonment of the Property, the Landlord may recover from the Tenant unpaid rent until the Property is leased to another person or otherwise occupied by the Landlord or another under the Landlord's right.

ATTORNEYS' FEES. In the event that Landlord should require the services of an attorney, file a suit or resort to other procedures in order to compel the Tenant's compliance with the Tenant's obligations, the terms of this Lease or other applicable laws, rules or codes, the Tenant agrees to reimburse all expenses incurred by the Landlord in doing the same, including reasonable attorney's fees as allowed by Ohio law.

COMPLIANCE WITH LAW. The Tenant undertakes to comply with any and all Federal or state laws, municipal or county ordinances, rules, regulations, codes and all other issuances from authorized government authorities respecting the Property and the Tenant's occupation and use thereof.

SEVERABILITY. Should any provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

BINDING EFFECT. The terms, obligations, conditions and covenants of this Lease shall be binding on Tenant, the Landlord, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

NOTICE. All notices in relation to this Lease shall be delivered to the following addresses:

To the Tenant at the address:

Lawson Place Apt Yellow Springs, OH 45387;

and

To Landlord at the address:

100 Dayton St Yellow Springs, OH 45387.

PARKING. The Landlord:

Shall not provide dedicated parking spaces, however, on-site parking is available.

EARLY TERMINATION. The Tenant(s):

Shall have the right to terminate this Lease at any time by providing at least 30 days' written notice to the Landlord along with an early termination fee of \$700. During the notice period for termination, the Tenant(s) will remain responsible for the payment of rent.

SMOKING POLICY.

Smoking and vaping are prohibited inside the building. Smoking and vaping are permitted in designated outside smoking area(s) only.

DISPUTES. If a dispute arises during or after the term of this Lease between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

EQUAL HOUSING. If the Tenant(s) possesses any impairment, mental or physical, the Landlord agrees to provide reasonable modifications to the Property in order to accommodate such impairments except in the case of modifications that would be too difficult or too expensive for the Landlord to provide. The Tenant(s) are encouraged disclose to the Landlord any impairment(s) that may be aided by reasonable modifications to allow the parties to identify the most beneficial modifications to the Property.

PROPERTY DEEMED UNINHABITABLE. If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Lease by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the property back to a liveable condition in addition to any other losses that can be proved by the Landlord.

LEAD-BASED PAINT DISCLOSURE. The Property was constructed in 1965. The parties acknowledge completion of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards form attached hereto as Exhibit A, as required by the residential Lead-Based Paint Hazard Reduction Act of 1992; and Tenant agrees and acknowledges that Tenant has received from Landlord a copy of the pamphlet titled *Protect Your Family from Lead in Your Home*, developed by the EPA, HUD, and the Consumer Product Safety Commission, which is attached hereto as Exhibit B and expressly incorporated herein.

ENTIRE AGREEMENT. This Lease and, if any, attached documents are the complete agreement between the Landlord and Tenant concerning the Property. There are no oral agreements, understandings, promises, or representations between the Landlord and Tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the

Property shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Landlord and the Tenant in a written instrument signed by both parties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease in multiple originals as of the undersigned date(s).

Landlord's Signature _____ Date _____

Print Name _____

Tenant's Signature _____ Date _____

Print Name _____

Tenant's Signature _____ Date _____

Print Name _____

**REQUIRED LEASE DISCLOSURES &
ADDENDUMS IN OHIO**

The following disclosures or addendums are either required for some or all residential lease agreements in Ohio.

- A. Lead Based Paint Disclosure - for rental units built prior to 1978.
- B. *Protect Your Family from Lead in Your Home*, developed by the EPA, HUD, and the Consumer Product Safety Commission

Exhibit A

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED
PAINT HAZARDS LEAD WARNING STATEMENT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b) Records and reports available to the lessor (check (i) or (ii) below):

i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

c) NA Lessee has received copies of all information listed above.

d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

e) NA Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor Date

Lessor Date

Lessee Date

Lessee Date

Agent Date

Agent D