

# FIXED TERM LEASE

This agreement is entered into on \_\_\_\_\_ between GERBER HOLDINGS, LLC hereinafter referred to as "landlord" and \_\_\_\_\_, referred to as "tenant."

**1. PREMISES.** Landlord rents to tenant those premises commonly known and referred to as \_\_\_\_\_, for use and occupancy as a residence for aforesaid individuals only. No other persons may occupy the premises without the express written consent of landlord obtained in advance. Said tenancy shall commence on \_\_\_\_\_ and continue for a period of one year through \_\_\_\_\_. After this lease period tenancy shall continue on a month to month basis under the same terms of this lease.

**2. MOVE-IN COSTS.**

Rent	\$ _____
Security Deposit	\$ _____
Pet Fee	\$ _____
Other	\$ _____
Total due	\$ _____

**CHARGE / DESCRIPTION**

Monthly or biweekly rent (circle one)
Refundable deposit per agreement
Non-refundable pet fee – see attached pet addendum

**3. PAYDAY RENT PAYMENT OPTION.** Tenant has the option to pay rent monthly, rent of \$\_\_\_\_\_ payable in advance on the first day of each calendar month. Or, if tenant prefers and considers it more convenient, tenant may pay rent biweekly (every two weeks to coincide with paychecks), rent of \$\_\_\_\_\_ payable in advance on or before \_\_\_\_\_ of every other week (Biweekly Payday Plan). If the Biweekly Payday Plan is selected rent must be paid by electronic debit from a checking / savings account or by payroll deduction directly from employer. **Tenant chooses to use the Monthly Plan or the Biweekly Payday Plan (circle one).**

We require a full first rent payment regardless of move-in date. If applicable, the second rent payment will be prorated in the amount of \$\_\_\_\_\_. In the event a rent payment is due on a legal holiday, then payment shall be due and payable on the first business day thereafter. All payments will be applied first to outstanding late fees and repairs, and finally towards rent. Rent not paid in accordance with this paragraph shall be deemed in default.

**4. STANDARD PAYMENT METHODS.** Tenant may use any of the following check marked payment methods for paying rent during the rental term. Tenant agrees by signing this agreement to give permission and authorization to arrange for rent collection by the method selected and debit appropriate account(s).

- Electronic debit from checking / savings account (Biweekly Payday Plan only)
- Payroll deduction sent directly from employer (Biweekly Payday Plan only)
- Deposit check, money order, or cash directly into our bank account (see attached deposit instructions)
- Traditional mail delivery of check or money order. Please make checks payable to: **Gerber Holdings, LLC**. Check or money order should be delivered to: **P.O. BOX 474, DALTON, OH 44618**.

**5. LATE CHARGES.** In the event the rent shall not be paid in full within **2 days of due date**, or in the event that a check tendered for the rent shall be for any reason dishonored, then, in either of those events, a late charge shall accrue in the amount of **\$ 30.00**, which shall be due and payable forthwith in addition to any rent unpaid.

**6. SECURITY DEPOSIT.** Tenant has deposited with landlord the sum set forth in this rental agreement (section 2) as and for a security deposit to be refunded upon vacating, return of the keys and termination of this contract according to other terms herein agreed. Said deposit may be applied by landlord to any purpose permitted by law and upon termination of this agreement accounted for according to law. No part of said deposit shall be deemed by the tenant as last month rent, or rent for any particular month. In the event landlord shall, in his discretion, use any portion of the deposit for a purpose permitted by law during the life of this agreement, then tenant shall replenish the same to its original amount upon written notice from landlord to do so. This deposit will be held to cover any possible damage to the property. Deposit will be held intact by Landlord until at least fourteen working days after tenants have vacated the property. At that time Landlord will inspect the premises thoroughly and assess any damages and/or needed repairs. This deposit money minus any necessary charges for repairs, cleaning, utilities, unpaid rent, etc., will then be returned to Tenant.

**7. UTILITIES.** Tenant shall pay all utilities except \_\_\_\_\_, which shall be maintained by landlord. Tenant(s) authorize Landlord to deduct amounts of unpaid bills from their security deposits in the event they remain unpaid after termination of this agreement.

**8. APPLIANCES.** The premises are rented with appliances. Appliances are not to be removed from the premises under any circumstances. Appliances are to be kept clean and free of refuse and are to be utilized only for the functions that they are intended to provide. No modifications are to be made to appliances in stated premises without prior written authorization from Landlord.

**9. PHONE.** The tenant(s) agree to maintain a telephone, and to provide the Landlord the telephone number and/or any future changes thereof within three working days of its installation/activation.

**10. PARKING AND STORAGE.** Tenant may occupy up to \_\_\_\_\_ off street parking spaces, designated in the parking and storage space assignment attached hereto. Off street parking may not be used for storage or parking of unserviceable vehicles or for working on vehicles. Any such use of off street parking shall be deemed a breach of this agreement. Such storage space or facilities, if any, assigned to tenant in the parking and storage space assignment attached hereto, is provided for tenant's use during the life of this agreement only, and shall promptly be surrendered to the landlord upon termination of this agreement.

**11. ASSIGNMENT AND SUBLETTING.** Tenant may not assign or sublet the whole or any part of the premises rented to him hereunder. Tenant may not allow any other person to live on the premises without prior approval of Landlord. Further, any covenants contained in this rental agreement, once breached, cannot afterward be performed and unlawful detainer proceedings may be commenced.

**12. NON-SUFFICIENT FUNDS.** Tenant shall be charged **\$30.00** for each check that is returned to landlord for lack of sufficient funds.

**13. CONDITION OF PREMISES.** Tenant has inspected the premises, including all appliances and furnishings supplied therewith, and acknowledges the same to be in good order and repair, unless noted to the contrary on landlord's copy of this agreement. Upon surrender of possession of the premises by tenant, tenant shall return the said premises and all appliances and furnishings supplied therewith clean and in at least as good a condition as they were received by tenant, normal wear and tear excepted. Burns, stains, holes, or tears of any size or kind in the carpeting, draperies, curtains, or walls shall not constitute normal wear and tear. Tenant acknowledges that no representations have been made to him by landlord with respect to landlord's intentions with respect to any improvements, alterations, decorations, or repairs to the premises except as may otherwise be noted in this agreement.

**14. MAINTENANCE AND REPAIR.** During the life of this agreement, tenant shall keep the premises in clean and sanitary condition; dispose of all rubbish, garbage and waste promptly and in a clean and sanitary manner; properly use and operate all electrical, gas and plumbing fixtures and keep the same in clean condition; not permit any person in or about the premises with tenant's permission to deface, damage or remove any part of the structure of the premises or the facilities, equipment or appurtenances thereto, nor personally do such things; occupy and use the premises in accord with the purpose for which they were rented to him. Tenant shall be responsible for all expenses in connection with any repairs caused by tenant's failure to comply with the foregoing conditions. Notwithstanding the foregoing, it is landlord's obligation to maintain the premises in a habitable condition. However, landlord is not responsible for defective conditions caused by tenant's wrongful or negligent actions or inactions or those of any person upon the premises with tenant's permission. Tenant is responsible for ensuring smoke detectors are in working condition including the regular replacement of smoke detector batteries.

**15. LAWNS AND DRIVEWAYS.** The tenant acknowledges that they are legally responsible for maintaining the lawns and landscaping and will be held liable for any damage caused by lack of water, abuse, or neglect. Landlord will bill tenant for lawn care and landscaping services if tenant does not maintain lawn or landscaping within 5 days of written or verbal notice. Tenant also acknowledges that they are legally responsible for the proper removal of snow and ice from driveways, sidewalks, and parking areas. Landlord will be held free from harm and liability due to improper removal of snow and ice from these areas.

**16. USE OF PREMISES.** The premises are rented to tenant for residential purposes only. Neither tenant nor any person on the premises with his permission shall disturb, annoy, inconvenience or endanger other tenants in the building, or neighbors, whether such neighbors are tenants of the landlord or not. Tenant shall perform no alterations or redecorations of the premises without landlord's prior written consent. Tenant shall comply with such Rules and Regulations, pertaining to use of common areas and other things, as may be distributed or posted by landlord from time to time. Failure to comply with such rules may be deemed a breach of this agreement at the discretion of the landlord. Such rules and regulations are provided with this agreement. Any alterations to such rules and regulations shall be deemed effective 30 days after delivery to tenant.

**17. PETS.** No pets shall be brought on to the premises without landlord's prior written consent. Tenant hereby agrees that if found in violation, the rents due hereunder may be raised at the landlord's discretion. If pets are allowed by landlord, tenant agrees to pay a **non-refundable pet fee** set forth in this rental agreement (section 2). The tenant is to be fully responsible for any damage to property of owner or of others, which may result from the maintenance of the pet. Tenants agree to pay for pest infestation services after termination of occupancy. Said monies shall be the responsibility of the tenant and shall be deducted from the security deposit (section 6). Landlord reserves the right to revoke consent of pet maintenance on three days' notice to tenant. In the event consent is revoked, tenant agrees to forthwith discontinue maintenance of the pet, and failure to discontinue shall be a breach of the rental agreement.

**18. SMOKING.** No smoking shall be allowed inside the premises without landlord's prior written consent.

**19. PEST CONTROL POLICY.** Tenant is responsible for any ongoing pest control service, if the tenant desires such a service. Owner is not responsible for any damage done to the tenant's person, or property by such pests, or to any other persons or property on the premises.

**20. DANGEROUS MATERIALS.** Tenant shall not keep or have on the premises any article or material of dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of landlord is obtained and proof of adequate insurance protection is provided by tenant to landlord.

**21. LANDLORD'S ENTRY.** Landlord may enter the premises for the purpose of inspecting the same, or for any other purpose permitted by law, upon notice, under the provisions of applicable state law. Upon proper notice, such entry may occur during normal business hours, or at any time in the case of emergency, with or without the presence of tenant. Tenant shall not add or change any locks or security devices on the premises without landlord's prior written consent, and must, in the event of such change, forthwith provide to landlord a key or keys.

**22. TENANT COOPERATION.** Tenant agrees to cooperate with landlord in showing property to prospective tenants or buyers prior to termination of occupancy. The landlord may also display "for rent" or "for sale" signs on the premises as needed.

**23. REMOVAL OF PROPERTY.** If anyone removes any property belonging to landlord without prior written consent of landlord, this will constitute abandonment and surrender of the premises by tenant and termination by them of this rental agreement. Landlord may also take further legal action.

**24. INSURANCE.** Landlord will not insure tenant against any personal injury or property damage, including that caused by an act or omission of any other tenant or third party, or by any criminal act or activity, or any other cause whatsoever. No rights of storage are given by this agreement. Landlord will not be liable for any loss of tenant's property. Tenant acknowledges this and agrees to make no such claims for any losses or damages against landlord. Tenant is responsible for procuring his or her own insurance.

**25. ABANDONMENT.** The premises shall be deemed abandoned by tenant if, after a failure by tenant to pay an installment of rent pursuant to section 3 hereof, or any portion thereof, for any rental month, and after the date of service of a written notice on Tenant pursuant to applicable state law, demanding that tenant either pay the amount of rent then due or quit the premises, Tenant has been absent from the premises for a period of 14 consecutive days, and tenant has neither contacted landlord in person nor cured said rent default. After such time the landlord has the right to take immediate possession of the property and to bar the tenant from returning. Landlord will also have the right to remove any property that the tenant has left behind and store it at the tenant's expense.

**26. PERSONAL PROPERTY LEFT ON PREMISES.** After tenant vacates the premises, landlord may store any personal property left behind for a period of 15 days. If tenant fails to pick up said property within that time, during which time landlord shall surrender the same to tenant cost free, such property, regardless of its value, shall become the property of the landlord and may be retained by him or disposed of as landlord sees fit.

**27. CLEANING FEE.** Tenant hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition. If property is not returned in the same condition, a minimum \$100.00 fee will be assessed for the cleaning of stated property. If a cleaning deposit was collected at lease signing, it will not be refunded and will be used to pay the above stated minimum fee for cleaning.

**28. LEGAL OBLIGATIONS AND ATTORNEY FEES.** Tenants hereby acknowledge that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this rental agreement could result in a judgement being filed against them and a lien being filed against their current and future assets and/or earnings. In the event of legal proceedings to enforce this agreement or any part thereof, the prevailing party in such proceeding shall be entitled to a reasonable attorney fee.

**29. DISCLOSURES.** Tenant acknowledges that Landlord has made the following disclosures: 1. Disclosure of Information on Lead-Based Paint and/or Lead-based Paint Hazards.

**30. WAIVER.** Landlord's failure to require strict compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by landlord of such condition or right. Landlord's acceptance of rent with knowledge of any default under this agreement by tenant shall not be deemed a waiver of such default, nor shall it limit landlord's rights with respect to that or any subsequent default.

**31. WILLFUL HOLDING OVER.** If tenant willfully and maliciously remains in possession of the premises after expiration or termination of the tenancy, landlord may recover up to \$600.00 statutory damages in addition to any other remedy permitted by law for such withholding of possession.

**32. TERMINATION.** After expiration of the leasing period, this agreement is automatically renewed from month-to-month, but may be terminated by either party giving to the other a 30 day written notice of intention to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all tenant's belongings, and keys and other property furnished for tenant's use are returned to landlord. Should the tenant(s) hold over beyond the termination date or fail to vacate all possessions on or before the termination date, tenant(s) shall be liable for additional rent and damages which may include damages due to landlord's loss of prospective new tenants. Notwithstanding any other provision of the lease, landlord may terminate this lease upon 30 days' written notice to tenant that the premises have been sold.

**33. EARLY LEASE BUY OUT FEE.** Early Lease Buy Out Fee \$\_\_\_\_\_. Resident may pay this one-time fee to legally end the lease early without being forced to pay for the remaining months of the lease. The 30 day notice is still required. This buy out fee benefits the resident. Example, lease ends June 30. On January 15, resident notifies management of his intent to vacate. At this point resident is responsible for the next 30 day period and rent is in full calendar months only, not prorated, so resident will be responsible

for February rent. When the Early Lease Buy Out Fee is received, resident will be released for payment of rent for March, April, May, and June, thus saving the resident 4 months of rent.

**34. NOTICES.** Notices, demands and service of process may be served on landlord at the following address during normal business hours: **GERBER HOLDINGS, LLC, PO BOX 474, DALTON, OH 44618.** Service by landlord of any notice required or permitted by law upon any tenant signatory to this agreement shall be deemed service upon all such tenant signatories.

**35. PARTIES.** For the purposes of this agreement, the term "landlord" includes the owner and any other person acting upon his behalf with his authorization. The term "tenant" includes all persons designated as such in this agreement. The use of the term "landlord" or "tenant" herein shall refer to all such, regardless of number or gender.

**36. SEVERABILITY.** If any provision, or part thereof, shall be declared invalid, said invalidity shall not affect the balance of such provision, or any other provision hereof.

**37. WHOLE AGREEMENT.** This document, including all attachments hereto, constitutes the entire agreement between the parties. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. Tenant represents that he has relied solely on his own judgment, experience, and expertise in entering into this agreement with landlord. Tenant hereby states that they have the legal rights to sign for any and all other residents and to commit them to abide by this contract. The tenant(s) signing this rental contract hereby state that all questions about this rental agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein.

**38. APPLICATION TO RENT.** Tenant has submitted an application to rent as an inducement to landlord to enter into this agreement. Landlord and tenant agree that landlord has relied upon the statements made in such application in making the decision to enter into this agreement. The application to rent is attached hereto and made a part hereof. Any material misrepresentation contained in said application shall constitute a non-curable breach of a material term of this agreement and may, in the landlord's discretion, be a ground for termination of this agreement.

Date: \_\_\_\_\_  
\_\_\_\_\_ **Tenant's Signature**

Date: \_\_\_\_\_  
\_\_\_\_\_ **Tenant's Signature**

Date: \_\_\_\_\_  
\_\_\_\_\_ **Tenant's Signature**

Date: \_\_\_\_\_  
\_\_\_\_\_ **Landlord / Manager / Agent's Signature**

**NORMAL BUSINESS HOURS**

Monday thru Friday – 9:00-5:00

Please do not expect a call back outside of these hours unless it is an emergency

**BEST WAYS TO CONTACT US**

Call or text: 330.516.1353

Email: [ben.gerber@gerberholdings.com](mailto:ben.gerber@gerberholdings.com)  
Web: [www.gerberholdings.com](http://www.gerberholdings.com)

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