

## LEASE AGREEMENT

This Lease Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Norton City School District Board of Education (hereinafter referred to as "Landlord"), whose address is 4128 South Cleveland-Massillon Road, Norton, Ohio 44203, and \_\_\_\_\_ (hereinafter referred to as "Tenants").

**WHEREAS**, Landlord recently acquired and is the fee owner of the subject real property; and

**WHEREAS**, Tenants were occupying the property at the time of Landlord's acquisition and are desirous of continuing to lease the property on a month-to-month basis until the earlier of: (1) the Tenants finding a new residence; or (2) June 15, 2013; and

**WHEREAS**, Landlord agrees to allow Tenants to continue leasing the property upon the terms and conditions as contained 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 hereto hereby agree as follows:

1. Description of Premises. Landlord leases to Tenants, and Tenants lease from Landlord, upon the terms, conditions and rules and regulations contained in this Lease ("Lease"), the property located at **3874 South Cleveland-Massillon Road, Norton, Ohio 44203**, Summit County Permanent Parcel Number 46-05889 ("Premises"), including the Residential Home improvement located on the Premises ("Residential Home").

2. Lease Term. The term of this Lease shall be on a month-to-month basis. This Lease shall terminate and Tenants shall vacate the Premises no later than June 15, 2013. Tenants may terminate the Lease at any time prior to June 15, 2013 by providing notice to Landlord and vacating the Premises. Landlord may terminate the Lease at any time and for any reason by providing Tenants with at least thirty (30) days' written notice of termination. Tenants may not extend the Term of the Lease for any reason and must vacate the Premises on or before June 15, 2013.

3. Rent. Tenants shall pay as rent, by check or money order, the sum of Seven Hundred Dollars (\$700) per month, due in full on the first day of each month. Due to the termination date of June 15, 2013, rent for the month of June shall be the sum of Three Hundred and Fifty Dollars (\$350). All such payments shall be made to Landlord at Landlord's address as set forth in the preamble of this Lease on or before the due date and without demand. If Tenants fail to pay rent on the first day of the month, this Lease will be deemed materially and incurably breached and terminated, and Landlord may immediately seek removal of the Tenants from the Premises and take possession by any lawful means.

4. Acceptance of the Premises. Tenants agree that they are familiar with the Premises, including the Residential Home and all appurtenances thereto, driveways and sidewalks forming a part thereof. That no representations as to the present or future condition of the Premises have been made by or on behalf of Landlord and that the Premises, including all equipment, appliances, and fixtures located therein or thereon are accepted by Tenants at the commencement date of this Lease in the same condition as they now are, except for natural wear, tear, and usage between the present date and the commencement date of this Lease, if applicable.

5. Use. Tenants agree to use the Premises and the Residential Home located on the Premises as their residence and no one else shall be permitted to occupy the Premises without Landlord's knowledge.

6. Utilities. Tenants shall be responsible for payment of telephone, electricity, gas, water, trash removal, sewer, cable, and all other utilities serving the Residential Home incurred during the Term of this Lease.

7. Insurance to Be Maintained by Tenants. Tenants acknowledge that Landlord will not provide or obtain any insurance coverage for the Premises. It shall be Tenants' obligation to obtain at Tenants' expense throughout the Term, to protect Tenants' personal property against any loss or damage, including, but not limited to, personal property insurance, fire, theft, liability, medical pay, and personal insurance, which is commonly known as "Renter's Insurance." Landlord shall have no obligation to maintain any such Renter's or Home Owner's Insurance for the Premises.

7. No Assignment. Tenants agree not to assign this Lease, nor to sublet any portion of the Premises, nor to allow any other person to live on the Premises other than Tenants and their children without first obtaining written permission from Landlord. For purposes of this Lease, the Term "to live" means having any person other than as named above as a Tenant staying at, on, or in the Premises or Residential Home thereon for more than four (4) nights consecutively without the written consent of the Landlord.

8. Emergency. In case of an Emergency, Tenants should contact Ken Caldwell at (330) 825-0683.

9. Maintenance and Repair. Tenants shall be solely responsible for, and Landlord shall have no obligation to undertake repairs to the Premises or Residential Home (whether structural or non-structural). Tenants shall, throughout the Term and at their expense, take good care of the Premises and, except as otherwise provided in this Lease, keep it in good order and condition (ordinary wear and tear and casualty and condemnation loss excepted). Tenants shall promptly make any and all repairs, ordinary or extraordinary, foreseen or unforeseen, to the Premises or the Residential Home as are necessary to repair and maintain the Premises and Residential Home in good condition and in compliance with applicable building, fire, health and safety codes (including but not limited to any and all such repairs to the plumbing, heating, ventilating, air-conditioning, electrical and other systems for the furnishing of utilities or services to the Premises), subject, in the event of casualty or condemnation, to receipt of applicable insurance and/or condemnation proceeds therefor. Tenants shall take an active role to insure that

the Premises and Residential Home remains in its present condition. All improvements to the Premises or Residential Home shall be the property of Landlord and remain attached to and a part of the Premises or Residential Home when Tenants vacates, and Landlord shall have no obligation to reimburse Tenants for any such improvements. Tenants further agree not to damage or remove any fixtures or appurtenances or cause same to be removed from the Premises, without written consent of Landlord.

10. Landlord's Right of Entry. Landlord shall have the right at all reasonable times during the term of this Agreement to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord. Landlord shall provide Tenants with twenty-four (24) hours' advance written notice of its intent to enter into the Residential Home. In the case of emergency, Landlord has the right of access to the Premises and Residential Home at any time during reasonable hours to inspect the Premises without the necessity of providing notice to Tenants.

11. Holding Over. Tenants, under no circumstances, shall continue to occupy the Premises after the Lease termination date of June 15, 2013. If Tenants continue to occupy the Premises after the term of this Lease expires, Landlord shall immediately seek removal of the Tenants from the Premises and take possession by any lawful means.

12. Uninhabitability. Landlord is not responsible if the Premises or the Residential Home becomes uninhabitable for any reason, or to provide alternate accommodations to Tenants should the Premises or Residential Home become uninhabitable. In the event the Premises or Residential Home is destroyed or rendered wholly untenable due to fire, storm, earthquake, or other casualty not caused by the negligence of Landlord, this Agreement shall terminate at such time.

13. Property Loss. To the extent permitted by law, Landlord and Landlord's agents shall not be liable for any damage to property or loss of property that is caused by theft or casualty on the Premises.

14. Covenants of Landlord. Landlord hereby warrants that Tenant will have quiet and peaceful possession of the Premises during the Term so long as all of Tenant's obligations hereunder are timely performed. Nothing in this Lease shall be deemed to impose on Landlord any liability on account of any act or failure to act by any person other than Landlord or Landlord's agents, representatives, and employees.

15. Default. If Tenants fail to comply with any of the material provisions of this Agreement or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenants by statute, Landlord may terminate this Agreement immediately and without notice, and may take possession of the Premises with or without judicial process.

14. Entire Agreement. This Lease contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated

transaction. All prior communications concerning the subject matter are merged in or replaced by this Lease.

15. Severability. In the event any portion of this Lease shall, for any reason, be held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Lease is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed, and enforced as so limited.

16. Governing Law. This Lease shall be given effect and construed by application of the law of the State of Ohio, and any action or proceeding arising hereunder shall be brought in the courts of Ohio.

17. Binding Effect. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

18. Modification. No modifications of this Lease shall be binding unless they are in writing and signed by Landlord and Tenants.

**IN WITNESS WHEREOF**, each of the undersigned has caused this Lease to be executed as of the date first above written.

**TENANTS:**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Main Telephone: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

Cell Telephone: \_\_\_\_\_

**LANDLORD:**

NORTON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

By: \_\_\_\_\_

Board President

By: \_\_\_\_\_

Superintendent

By: \_\_\_\_\_

Treasurer