



## Agreement to Enter into a Lease

This agreement to enter into a Lease ("Agreement") is made between

OWNER: \_\_\_\_\_

OWNER: \_\_\_\_\_

TENANT: \_\_\_\_\_

TENANT: \_\_\_\_\_

**For the Property located at:**

Address: \_\_\_\_\_

County of: \_\_\_\_\_ State of Ohio ("Premises")

This Agreement and Rental Application attached hereto shall be completed by each Tenant. Tenant shall provide Owner with a recent credit bureau report, dated no earlier than 30 (thirty) days before the date of execution of this Agreement.

The foregoing shall be provided by Tenant to Owner or Owner's agent on or before date \_\_\_\_\_.

Tenant and Owner shall enter into a Lease for the Premises (the "Lease"), to be provided by Owner, within 10 (ten) days of acceptance of this Agreement. The Lease shall include the following terms:

- (A) The term of the lease shall be 12:00 Noon \_\_\_\_\_ until 12:00 Noon \_\_\_\_\_.
- (B) The security deposit shall be \$ \_\_\_\_\_.
- (C) The monthly rent shall be \$ \_\_\_\_\_, due and payable on the first day of each month.
- (D) Owner shall supply and pay for the following; Association and Maintenance Fee, taxes, real property insurance. Tenant shall pay for the following; gas, electric, communications, water, sewer and security monitoring subscription. Tenant agrees to secure renters' insurance for the premises during the term of the lease.

### 1. Binding Agreement.

This Agreement is a binding contract. The parties are hereby advised to consult with an independent professional for legal or tax advice. The parties hereby acknowledge receipt of the state-mandated "Disclosure of Agency". Facsimile signatures are deemed valid and binding.

### 2. Deposit

Tenant hereby deposits the sum of \$ \_\_\_\_\_ with \_\_\_\_\_.

Owner & Tenants acknowledge and agree that this deposit will be credited to \_\_\_\_\_ (Co-brokerage) And Century21HomeStar Realty for the commission at the time of execution of the lease.

\_\_\_\_\_ Tenant(s) Initials

\_\_\_\_\_ Owner(s) initials.

### 3. Entire Agreement

This Lease Agreement represents the entire Agreement with the parties with respect to this transaction, it being agreed that there are no representations, warranties, statements, terms or conditions except as contained in this agreement or as contained in the mutually agreeable Lease to be prepared and signed by the parties. Owner and Tenant acknowledge that the property is subject to homeowner association by-laws, rules and regulations. Tenant agrees to comply with any applicable by-laws, rules and regulations. Owner shall provide a copy of the "Declarations & By-Laws" to the tenant.

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Tenant \_\_\_\_\_ Date \_\_\_\_\_ Tenant Current Address \_\_\_\_\_

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Print Name \_\_\_\_\_ Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

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Tenant \_\_\_\_\_ Date \_\_\_\_\_ Tenant Current Address \_\_\_\_\_

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Print Name \_\_\_\_\_ Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

### 4. Deposit Receipt

Receipt is hereby acknowledged by the undersigned, in the sum of \$ \_\_\_\_\_ as the security deposit subject to the acceptance by the Owner of the Tenants Offer.

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Signature of agent accepting Deposit \_\_\_\_\_ Office \_\_\_\_\_ Phone Number \_\_\_\_\_

### 5. Acceptance

The undersigned Owner hereby accepts the above Offer to Lease and agrees to pay a total commission in the amount of \$ \_\_\_\_\_ of which \$ \_\_\_\_\_ shall be paid to \_\_\_\_\_ and \$ \_\_\_\_\_ to Century 21 HomeStar Realty as sole procuring brokers in connection with the above Offer to Lease. Such commission shall be paid immediately upon the execution of the Lease. Any deposits received by Century21 HomeStar Realty may be applied toward Brokers' commissions. If within 24 months of the date of this Lease Agreement the Owner sells the property to the Tenant, then Owner shall pay to the Brokers a commission of \$ \_\_\_\_\_ or \_\_\_\_\_% of the selling price, less any commission paid as a result of this Lease Agreement. Owner agrees to notify Century21 HomeStar in writing immediately upon entering into a Sales Agreement with Tenant.

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Owner \_\_\_\_\_ Date \_\_\_\_\_ Owner Address \_\_\_\_\_

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Print Name \_\_\_\_\_ Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

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Owner \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_