

Ohio Department of Rehabilitation and Correction
Rental Agreement

Rental Agreement (*hereinafter referred to as the "Agreement"*) made as of _____ between
DATE - MM/DD/YYYY

1st Tenant's Name (<i>hereinafter referred to as "Tenant"</i>):		
Tenant's Address:		
City:	State:	Zip Code:

2nd Tenant's Name (<i>hereinafter referred to as "Tenant"</i>):		
Tenant's Address:		
City:	State:	Zip Code:

AND

Landlord's Name (<i>hereinafter referred to as the "Institution"</i>):		
Landlord's Address:		
City:	State:	Zip Code:

In consideration of the covenants and agreements contained herein, the Institution hereby leases the following premises:

Rental Premises Address (<i>including unit number and floor if applicable</i>):		
City:	State:	Zip Code:

for a term that begins on _____ and ends pursuant to the provisions of this
DATE - MM/DD/YYYY

Agreement as set forth in paragraph 15, Termination/Eviction. Rule 5120-5-9 of the Ohio Administrative Code is hereby incorporated by reference into this Agreement and is binding on both the Tenant and the Institution.

Tenant Responsibilities:

1. RENT AND UTILITIES: The Tenant agrees to pay, in advance, the biweekly rental rate of \$_____, for the Tenant's use and occupancy of the leased premises. The Tenant agrees to pay an amount representing the Tenant's proportionate share of the costs for the following utilities: _____. The Tenant assumes responsibility for any other utility and property taxes if applicable.

The Tenant authorizes the Institution to deduct, every bi-weekly term of this Agreement, from the Tenant's payroll checks an amount equal to the bi-weekly rental rate and the Tenant's proportionate share of the costs of the utilities.

The rental and utility rates are established by the Chief of the Division of Business Administration, with the approval of the Director of the Department of Rehabilitation and Correction. The Tenant agrees that the rental or utility rates may be adjusted upwardly at any time during the Agreement pursuant to rule 5120-5-9 of the Ohio Administrative Code.

The cost of utilities for State Housing, including outside telephone service, will be the responsibility of the Tenant. Where outside services are furnished, the Tenant will make payment to the utility company. Where the Institution furnishes services, a reasonable cost will be determined by the Department of Rehabilitation and Correction and added to rent for payroll deduction. Where the Institution at a fixed charge furnishes utilities, the Tenants are expected to use prudent economy in the use thereof. Failure to comply shall be cause for removal from quarters. The Wardens shall take appropriate action where excessive utility costs are incurred or wasteful practices are observed.

2. CONDITION AND USE OF PREMISES: The Tenant agrees that the Tenant examined the premises, including all fixtures, equipment, appliances, and appurtenances. The Tenant agrees that the premises, including all fixtures, equipment, appliances, and appurtenances, are in good condition and repair and that the Institution has made no representations or warranties as to the condition or repair of them. The Tenant agrees to assume responsibility for window treatments and floor coverings. Gas or charcoal grills, hibachis, and other non-electric outdoor cooking or fireplace fixtures must not be used on wood decks or in close proximity to wood siding.

At the Tenant's expense, the Tenant agrees to keep the Tenant's leased premises in a safe, clean, and sanitary condition at all times. The Tenant agrees to (a) dispose of all rubbish, garbage, and any other waste in a clean, safe and sanitary manner; (b) keep all plumbing fixtures clean as their condition permits; (c) use and operate all electrical, gas, and plumbing fixtures properly; (d) comply with all state and local housing, health, and safety laws including those laws that relate to illegal drugs; (e) refrain, and forbid persons on the premises with the Tenant's consent, from intentionally or negligently destroying, defacing, damaging, or removing any part of the common areas or the leased premises including any fixture, equipment, appliance, appurtenances or other state property belonging to the premises or the Institution; (f) maintain in a safe, clean, and sanitary condition and in good working order any fixture, equipment, appliance or appurtenance belonging to the leased premises or the Institution including any supplied range/oven, refrigerator, washer, dryer, dishwasher or other appliance; and (g) act and require persons on the premises with the Tenant's consent to act in a manner that will not disturb neighbors' peaceful enjoyment of the premises or interfere in any way with the safe, secure or orderly operation of the Institution.

An inventory shall be taken each time that a furnished or semi-furnished State Housing is rented and a copy of the inventory provided to the Tenant. When a Tenant vacates the property the inventory shall be checked to note any missing or damaged items. A perpetual inventory record of all state-owned property in each rental unit shall be maintained in the Institution business office. Tenants will be responsible for replacement of any items not properly accounted for.

3. OCCUPANCY: The Tenant agrees that the leased premises are to be occupied by the Tenant and following family members only: _____

_____. No other person or persons may occupy the leased premises without the prior written consent of the Institution's agent. The Tenant agrees that the leased premises may be occupied and used for private residence purposes only.

4. PETS: Dogs and cats may be permitted by written consent of the Institution's agent only in individual family dwellings. Such pets shall be kept under control at all times. Horses, cattle and other live-stock are not considered as pets for this purpose and shall not be permitted on rental property. The Division of Business Administration of the Department of Rehabilitation and Correction may include a pet fee in the rental rate.

5. NUISANCE OR DISTURBANCE: The Tenant agrees to occupy and use the leased premises lawfully, peacefully, and quietly during the entire term of this Agreement. The Tenant agrees not to commit, or permit, any breach of the peace, vandalism, immoral or illegal conduct, waste or nuisance on or around the leased premises, particularly if such acts tend to disturb the peace and quiet of other tenants or occupants.

6. RULES AND REGULATIONS: The Tenant agrees to obey all rules established by the Institution or the Department of Rehabilitation and Correction.

7. FIREARMS, AMMUNITION, EXPLOSIVE AND INCENDIARY DEVICES, AND DANGEROUS ORDINANCES: The Tenant agrees to refrain from and forbid any person on the leased premises with the Tenant's consent from discharging a firearm on or around the leased premises except as permitted by law in defense of property or person. The Tenant shall immediately report to the Warden any discharge of firearms on or around the leased premises. The Tenant agrees that no firearm or ammunition is permitted on or around the leased premises except in accordance with this Agreement. The Tenant agrees that no explosive or incendiary device or dangerous ordinance is permitted on the leased premises. The Tenant agrees that unreasonable amounts of flammable liquid are not permitted on the leased premises.

The Tenant agrees to provide the Institution with a complete list of all firearms and ammunitions on the leased premises on a Personal Weapons Inventory form (DRC 2594) provided by the Institution. The Tenant agrees to update that form or complete a new form within a reasonable period not to exceed five (5) business days whenever there is a change in firearms or ammunitions on the leased premises. The Tenant agrees to secure all firearms or ammunitions on the leased premises in a locked metal storage cabinet.

The Tenant also agrees to permit an audit/inspection of personal firearms and ammunitions, in comparison with the Personal Weapons and Ammunitions Inventory form, by the Deputy Warden of Operations every six months. Upon completion of each inspection, the Deputy Warden of Operations shall forward a report of the inspection to the Warden.

The Tenant agrees that "firearms" means any deadly weapon capable of expelling or propelling one or more projectiles including, but not limited to, a handgun, shotgun, rifle, and cross bow. The Tenant agrees that "firearms" include an unloaded firearm, and any firearm that is inoperable but that can readily be rendered operable. The Tenant agrees that "deadly weapon" means any instrument, device, or thing capable of inflicting death, and designed or specially adapted for use as a weapon, or possessed, carried, or used as a weapon. The Tenant agrees that "ammunition" means any projectile capable of being expelled or propelled from a deadly weapon. The Tenant agrees that "explosive device" means any device designed or specially adapted to cause physical harm to persons or property by means of an explosion, and consisting of an explosive substance or agency and a means to detonate it. The Tenant agrees that "incendiary device" means any firebomb, or any device designed or specially adapted to cause physical harm to persons or property by means of fire, and consisting of an incendiary substance or agent and a means to ignite it. The Tenant agrees that "dangerous ordnance" includes nitroglycerin, nitrocellulose, nitrostarch, PETN, cyclonite, TNT, picric acid, and other high explosives; amatol, tritonal, tetrytol, pentolite,

pecretol, cyclotol, and other high explosive compositions; plastic explosives; dynamite, blasting gelatin, gelatin dynamite, sensitized ammonium nitrate, liquid-oxygen blasting explosives, blasting powder, and other blasting agents; and any other explosive substance having sufficient brisance or power to be particularly suitable for use as a military explosive, or for use in mining, quarrying, excavating, or demolitions; sawed-off firearm, zip-gun, or ballistic knife with a detachable blade that is propelled by a spring-operated mechanism.

8. MOTOR VEHICLES: Subject to the rules of the Institution, the Tenant may use a designated parking lot, parking area, or parking space for the regular parking of not more than _____ personal or state
NUMBER
vehicles. The Tenant will furnish a list of personal motor vehicles, including make, color, and license plate numbers, to the Institution's agent in writing. Motor vehicles on the Institution's property must have valid license plates and tags and must be kept in running condition with no flat or missing tires. The Tenant agrees not to perform or permit the performance of mechanical work to any of the Tenant's personal vehicles on the Institution's property. The Tenant agrees not to park boats, trailers, motor homes, or like vehicles on the Institution's property without the prior written consent of the Institution's agent. No firearms, ammunitions, explosive or incendiary devices or dangerous ordnances, as defined by this Agreement, may be stored in a motor vehicle on the Institution's property.

9. ACCESS AND INSPECTION: The Tenant agrees to allow the Institution's representatives to have free and unfettered access to the leased premises at reasonable times and upon reasonable notice, except that the Institution representatives do not have to give notice in emergencies or if it is impracticable to give notice, for the purpose of (a) inspecting the premises, (b) making ordinary, necessary, or agreed repairs, alterations, or improvements, (c) supplying agreed or necessary services including utilities, (d) exhibiting the leased premises to prospective tenants, (e) inspecting or inventorying the Tenant's firearms and ammunitions including the locked metal storage cabinet in which the firearms or ammunitions are secured. The Tenant agrees that twenty-four (24) hours notice is presumed to be reasonable notice. If Tenant is not reasonably available to permit entry into the premises, the Tenant agrees that the Institution's representatives may enter premises for such purposes without liability.

10. SUBLEASE OR ASSIGNMENT PROHIBITED: The Tenant agrees not to sublet or assign the right to reside in the leased premises or any portion of the leased premises.

11. ENTRY AND EXIT: The Tenant agrees not to obstruct the roads, driveways, sidewalks or common areas or use them for any purpose other than entrance and exit from the leased premises, without the prior written consent of the Institution's agent.

12. PERSONAL PROPERTY: Personal property on or around the leased premises, including motor vehicles, will be placed there at the risk of the Tenant or the person owning the personal property.

13. REPAIRS: At the Tenant's expense, the Tenant agrees to repair any damage to the leased premises caused by the Tenant, the Tenant's family or the Tenant's invitees. Upon failure to do so within a reasonable time, not to exceed two (2) weeks, the Institution reserves the right to make the repair and the Tenant agrees the cost of the repair will be additional rent due on the following rental payment date.

The Tenant agrees to promptly notify the Institution's agent in writing of the need for repairs necessary to put and keep the leased premises in a fit and habitable condition including all fixtures, equipment, appliances, or appurtenances supplied by the Institution. The Tenant agrees that the written notification is authorization for the Institution's representatives to enter the leased premises, at a reasonable hour and

after reasonable notice, to make the repairs. The Tenant must be present when repairs are being made. The Tenant agrees to promptly notify the Institution's agent of the need for repairs necessary to keep the common areas of the leased premises in a safe and sanitary condition.

The Tenant agrees not to paint or make alterations, additions, or improvements to the leased premises without the prior written consent of the Institution's agent.

All remodeling or major repairs must have prior approval by the Chief of the Division of Business Administration.

14. VACATING THE PREMISES: The Tenant agrees upon vacating the premises that the Tenant will return the premises in a safe, clean and sanitary condition free from debris and damage, ordinary wear and tear excepted. The Institution's agent may assess the Tenant a fee representing the Institution's cost of restoring the premises to a safe, clean and sanitary condition free from debris and damage, ordinary wear and tear excepted.

15. TERMINATION: This Agreement will terminate automatically upon the termination of the Tenant's employment with the Department, or termination of employment assignment to the Landlord, destruction of the premises which renders the premises uninhabitable, or upon proper notice given by either party at least one (1) month in advance of the effective termination date, whichever event occurs first. The Tenant agrees that upon termination of this Agreement, the Tenant will return all keys and surrender possession to the Landlord.

16. EVICTION: Upon the Tenant's breach of any covenant contained herein or duty imposed by law, the Tenant agrees that the Landlord may terminate this Agreement or require the Tenant to surrender possession of the leased premises to the Institution upon three (3) days written notice from the Warden.

17. ADDITIONAL RIGHTS OR PRIVILEGES: Any additional rights or privileges incident to the Agreement may be set forth in a separate written document and such rights or privileges are part of this Agreement.

18. DAMAGE WAIVER: The Tenant understands and agrees that the State of Ohio, the Institution and its representatives, will not be liable for damages to the Tenant or Tenant's family or to any third person claiming through the Tenant for injury to person or damage to or loss of property caused by the acts of third parties including theft, the Tenant's acts including negligence, the Tenant's omissions including the failure to promptly notify of a need for repair, or for any other casualty losses that are typically within the scope of a renter's insurance policy.

19. FIRE AND OTHER CASUALTY: The Tenant agrees that if the leased premises are rendered unfit and uninhabitable by fire, explosion, storm, earthquake, act of nature, or other casualty, then this Agreement shall terminate on the date of such casualty. The Tenant agrees to assume the risk for all personal property damaged by the fire or other casualty. It is the Tenant's decision to purchase renter's insurance to protect against such risk.

20. LANDLORD'S AGENT: The Tenant agrees that the Institution's agent for all purposes under this Agreement is _____, Deputy Warden of Administration of the Institution, whose mailing address is the same as the Institution's address.

21. STATE PROPERTY

All items in the leased premises at the beginning of this Agreement, including but not limited to light fixtures, carpet and appliances, shall remain the property of the State of Ohio and are not to be removed from the leased premises.

The Institution's Responsibilities:

1. MAINTENANCE: If funds are available, the Institution will make repairs necessary to put and keep the leased premises in a fit and habitable condition including all fixtures, equipment, appliances, or appurtenances supplied by the Institution. The Institution will comply with the requirements of all applicable building, housing, health and safety codes that materially affect health and safety. The Institution will keep all common areas of the premise in safe and sanitary condition. The Warden may assign or authorize inmates to perform occasional outside grounds maintenance or property maintenance under the direct supervision of an appropriate employee. The Institution will maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators if the Institution supplies such fixtures or appliances. The Institution will supply running water, and reasonable amounts of heat and hot water if the leased premises is so constructed that heat or hot water is generated by an installation that is not within the exclusive control of the Tenant supplied by a direct public utility connection.

Employees shall not be assigned to perform domestic work in State Housing or grounds maintenance. The Warden may assign or authorize inmates to perform occasional outside grounds maintenance or property maintenance under the direct supervision of an appropriate employee.

2. SMOKE AND CARBON DIOXIDE DETECTORS: If the leased premises contains a fuel burning appliance installed inside the dwelling unit such as a furnace, water heater, or gas fireplace, then the Institution will install a carbon monoxide detector. The Institution will furnish electric (hard-wired) or battery operated smoke detectors in each bedroom and at least one on each floor of the leased premises. The Tenant agrees to routinely test smoke and carbon dioxide detectors and replace dying or dead batteries in them.

3. FIREARMS AND AMMUNITIONS INVENTORY: The Institution will provide the Tenant with a Personal Weapons and Ammunitions Inventory form (DRC 2594) for the purpose of listing all firearms or ammunitions on the leased premises.

4. INSPECTION: The designees of the Institution's agent will conduct periodic inspections of the leased premises after giving reasonable notice and at reasonable times for the purpose of (a) inspecting the premises, (b) making ordinary, necessary, or agreed repairs, alterations, or improvements, (c) supplying agreed or necessary services, including utilities, (d) exhibiting the leased premises to prospective tenants, and (e) inspecting and inventorying the Tenant's firearms and ammunitions including the locked metal storage cabinet in which the firearms and ammunitions are secured. Twenty-four (24) hours notice is presumed to be reasonable notice, absent evidence to the contrary.

In accordance with Administrative Rule (AR) 5120-5-09 and the Department of Rehabilitation and Correction Policy 22-BUS-01 (Employee Housing), an annual inspection shall be conducted by Institution Representatives to determine compliance with the following: DRC Policy 22-BUS-01; AR 5120-5-09; the requirements of all applicable building, housing, health and safety codes that materially affect health and safety; and inventories of any state provided appliances or fixtures; and any firearms or ammunition on the leased premises.

5. RENTAL RATES: Upon any upward adjustment, the Business Office of the Institution will issue to the Tenant rental rate schedules established by the Division of Business Administration of the Department of Rehabilitation and Correction that itemize rental and utility rates to be charged for the leased premises.

6. INVENTORY: An inventory shall be provided to the Tenant of all state-owned property in each leased premises.

This Agreement and all covenants contained herein are accepted on _____ by:
DATE - MM/DD/YYYY

Tenant:

Tenant:

AND

Deputy Warden of Administration, on behalf of the Institution: