



**SANCTUARY SENIOR LIVING OF NEWARK, LLC.**

P.O. Box 8309 Columbus, Ohio 43201  
740-366-2969

**THIS RENTAL AGREEMENT**, made this on    day of    by and between  
SANCTUARY SENIOR LIVING OF NEWARK, LLC, referred to as “Landlord”, for the  
premises described below, and

Who shall be referred to as “Tenant”, and who shall be jointly and severally liable for  
performance of all obligations under this Agreement.

Landlord, in consideration of the rents to be paid and the covenants and agreements to be  
performed by Tenant does hereby rent the premises known as Senior Drive Newark Ohio  
43055

Tenant agrees to occupy said premises for the term of    months, commencing on the  
and ending on the

Of    and agrees to pay, without request, monthly rent in the amount of \$    on or  
before the fifth day of each month. All rent and the security deposit herein after provided  
for shall be paid in full to SANCTUARY SENIOR LIVING OF NEWARK, LLC., at  
P.O. Box 8309 Columbus, Ohio 43201 or delivered to 50 W 5<sup>th</sup> Ave Columbus, Ohio  
43201 or to such other place as Landlord shall designate. Tenant’s representations stated  
in the rental application are made to induce Landlord to enter into this Rental Agreement.

Base Rent:        ☒ \$ 715.00 /Month- 2BR – Single or Double Occupancy  
                         ☐ \$ 995.00 / 1 /Month – 1BR Single Occupancy  
                         ☐ \$1990.00 /Month – 1BR Double Occupancy

Optional Services (Check all that Apply, 1BR Excluded)

Meals:            ☐ Meal per Day (\$300/month/person)  
                         ☐ Meals per Day (\$450/month/person)  
                         ☐ Housekeeping (\$25/ once a week)  
                         ☐ Laundry (\$25/week/3 loads per week)-every week

Total Rent



1. RENT & OTHER CHARGES: Tenant must pay at least one full month's rent before occupancy regardless of the date of occupation. Any extra days will be paid prior to move in. Tenant agrees to pay the stipulated rent in full, in advance, and agrees that acceptance by Landlord of rental payments after the date when due shall not constitute a waiver of Landlord's rights in the event of Tenant's subsequent failure to pay rent on time, nor as any modification of the rental due date.

Tenant agrees to pay a **\$25.00** late fee if the Landlord does not receive rent on **the fifth day of the month**. This late fee will then increase by **\$25.00** every five (5) days at a total of **\$125.00** every month. If payment by check is dishonored by the financial institution, such payment shall be considered in default. In the event of such default Tenant shall immediately make such payment good by delivering good funds to Landlord. On any refused check, Tenant shall pay to Landlord a **\$50.00** dollar service charge. Payments received are to be first applied to the payment of any damages due, then to any delinquent rent due, and the balance to the current rent due. If one check by the Tenant is refused, then Landlord may require that future payments be made by money order only. Repeated instances of late payment shall be grounds for termination of this Agreement by Landlord.

2. OCCUPANCY: Tenant agrees that the premises will be occupied only by the Tenants named above and shall be used for residential purposes only, and the premises will not be used or allowed to be used for any unlawful or immoral purposes, nor for any purposes deemed hazardous by Landlord or Landlord's insurance company because of fire or other risk. Tenant will conform with and obey laws, ordinances, rules, regulations, requirements, and orders of all governmental agencies or subdivisions thereof. Tenant shall comply with all provisions of Ohio law relating to the obligations of tenants and specifically, but without limitation, Chapter 5321 of the Ohio Revised Code. Landlord shall not be liable to Tenant for failure to deliver possession of apartment at a specified date, if the delay is a result of causes beyond the Landlord's control, including but not limited to construction or repair delay. However, rent shall be abated until possession is delivered.

3. PETS (Non-refundable deposit): **If Tenant desires to have a pet; a non-refundable pet deposit of \$300.00 must be secured.** The Landlord does not permit pets over 30 lbs in weight. Conditions of having a pet:

- \* Pets are not allowed in the interior 1-Bedroom Units on the Property
- If at any time, a pet owner can no longer care for a pet properly, the pet owner must make arrangements to properly care for the pet.
- Pet owners must keep pet shots current and provide a copy of shot record to the business office.
- Pet owners must keep their interior and exterior property free from pet waste including any common areas of premises.
- Pet owners must keep their pet on a lease at all times when not in their apartment.



- Pet owners must treat their pet for fleas and ticks on a regular basis. Any flea and/or tick treatments to the apartment will be at the cost of the Tenant.
- Tenant will be billed for any expenses that exceed the \$300 pet deposit as a result of damage by the pet.

4. **ASSIGNMENT:** Tenant may not assign this Rental Agreement nor sublet the premises, or any part thereof, without the prior written consent of Landlord.

5. **CONDITION OF PREMISES:** Tenant accepts the premises in its present condition, and agrees that the fixtures, equipment and appliances are in good condition and repair on the date of Tenant's first occupancy. Tenant agrees to pay all costs to keep the premises clean and all fixtures, equipment and appliances furnished in good working order; to make no alterations; to commit no waste, to obey all laws and perform all duties, obligations and fulfill responsibilities imposed by all laws and ordinances and regulations affecting said premises; to replace all glass which is broken or cracked during Tenant's occupancy; to repay Lessor the cost of repairs made necessary by the negligent or careless use of the premises; and to surrender the premises at the termination of the lease in as good a condition as when first occupied, reasonable wear and damage by the elements excepted.

Care of the screens and storm windows are the responsibility of the Tenant. Tenant may redecorate only with written permission of Landlord. Any maintenance or repair charges not paid within 30 days will be assessed against next month's rent.

6. **LIABILITY:** Tenant shall be liable for and shall hold Landlord harmless on account of any theft, loss, or damage to property, or injury to any person, where such damage or injury is due to the act, neglect, or default of Tenant, Tenant's family, agents, employees or guests, or is caused by failure of Tenant to report any needed repairs to Landlord. Tenant agrees to carry renters insurance covering personal property, bodily injury and property damage to others, and to save the Landlord harmless from the risks insurable therein. Landlord shall not be liable for damages to any property or person arising from acts, neglect, or omission of any other occupant in the building or buildings, or the elements, or from any act or person over which Landlord has no control.

7. **VACATING PREMISES:** Upon the termination of this rental agreement, Tenant shall return possession to Landlord and return all keys and leave the premises in a thoroughly clean and as good a condition as when Tenant first occupied them, and to notify Landlord in writing, 30 days in advance, of Tenant's intentions to vacate, giving the exact date when Tenant intends to vacate and a forwarding address. In the event Tenant does return possession to the Landlord, in accordance with the written notice, Tenant shall be liable for any damages incurred by any new Tenant or Landlord. These damages shall include, but not be limited to, the cost of storing the property of the new tenant, substitute living expenses, and any rent loss or other damages caused by failure to deliver possession of the premises. All keys are to be returned on the day the apartment is vacated. If the keys



are not returned the costs of new locks, keys and labor for the installation will be assessed against the security deposit.

8. **EXTERIOR CARE AND STORAGE:** Tenant agrees that no boxes, containers, or items of any kind will be placed or stored outside the apartment and that no fences, trellises, or barricades will be constructed without prior written approval of Landlord.

9. **APPLIANCES:** Tenant agrees to maintain in good working order and condition any range, refrigerator, disposal, range hood, dishwasher or any other appliance supplied by the Landlord. Landlord will pay all repairs due to normal wear and tear.

10. **UTILITIES:** Tenant agrees to pay all monthly charges and bills incurred for electricity, natural gas, telephone, and cable TV, which may be assessed or charged against the Tenant or Landlord, for the premises, during the term of this rental agreement. Tenant agrees to make all arrangements necessary for turning on such utility services on the beginning date of this Agreement, and for terminating services upon vacating. Tenant is not permitted to use heating units other than the furnished unit in the apartment unless expressly agreed to by the Landlord in writing.

**NO DISH OR SATELLITE DISHES ALLOWED. NO CAR WASHING ALLOWED ON PROPERTY.**

11. **ALTERATIONS:** Tenant agrees not to make any alterations or do any painting, in or to the premises, without the prior written consent of Landlord.

12. **ENTRY FOR INSPECTION AND REPAIRS:** Landlord will give twenty-four (24) hours notice for routine maintenance, repairs, inspections, and for showing premises to prospective purchasers. Landlord, his agents, or employees, may enter said premises at any reasonable time, with notice, with a pass key or otherwise, to examine same or to make needed repairs to said premises. Notice need not be given in the event of an emergency. Tenant shall promptly notify the Landlord, in writing, of any needed repairs. Such written notice shall be deemed an authorization by Tenant to enter said premises and a waiver of any requirement for the notice. Any fees incurred as a result of the refusal of a Tenant to admit an inspector or repairman at a designated time shall be assessed to the Tenant and payable within 30 days.

13. **DEFAULT:** If any rent or charge shall be due and unpaid, or if default shall be made in any of the covenants, herein or if any material representations in the rental application be untrue, or if said premises shall be abandoned, deserted, or vacated, or if Tenant fails to perform any obligations imposed by law, or Tenant disturbs the peaceable possession of other tenants, then Landlord may bring action under Chapter 1923 of the Ohio Revised Code, to repossess the said premises, and Tenant's right of occupancy shall terminate, except that Tenant shall remain liable in damages for any loss sustained by Landlord, including all rents to the end of the term of this rental agreement. In the event Tenant vacates the premises prior to the expiration of the term, in addition to other remedies due



to the Landlord, the advertising, and restoration of premises for release of, late charges, dishonored check charges, lost keys, lock replacement, damages to the premises, unpaid rent to the end of the term, or until another tenant rents said premise . \$299.00 as the amount necessary or incidental to securing a new tenant for the premises. All work required by Tenant's failure to perform his obligation and which work is performed by the Landlord or those in his employ will be charged to Tenant at the rate of **\$25.00 per hour**.

14. **SECURITY DEPOSIT:** Tenant agrees to deposit with the Landlord the sum. \$ 299.00\$ to guarantee the return of the premises to Landlord at the termination of this rental agreement, in as good condition as accepted, reasonable usage accepted, and to indemnify Landlord against damage, loss, fees or expense caused by Tenant's occupancy. At the termination of this rental agreement upon the giving of written notice of forwarding addresses of all Tenants, the deposit will be returned within 30 days, less Deduction for any due Landlord under this Agreement and applicable law. Deposit returns will be in the form of a check made payable to all Tenants jointly unless Landlord receives written directions to the contrary signed by all Tenants. **THE SECURITY DEPOSIT MAY NOT BE USED BY THE TENANT FOR A RENTAL PAYMENT. ANY ATTEMPT TO DO SO WILL RESULT IN AN IMMEDIATE EVICTION PROCEDURE.**

If, for any reason, Tenant decides not to occupy the premises, Landlord may retain **-\$299.00** of the Security Deposit as damages for said failure to occupy. The retention by Landlord of any or all of the Security Deposit shall not limit Landlord's claims for damages for any other causes.

15. **QUIET ENJOYMENT:** Landlord covenants that Tenant, on payment of all rents and performance of the covenants herein, may peacefully and quietly have, hold, and enjoy the demised premises for the term of this Agreement and any extensions thereof.

16. **HOLDING OVER:** If Tenant shall occupy the premises with the consent of Lessor after the expiration of the current Term and rent is accepted from Lessee, such occupancy, with payment, shall be considered as an extension of this Agreement on a month to month basis, unless otherwise agreed in writing. Either party may terminate this agreement after expiration of the original term by giving one (1) full calendar month's notice, in writing. In some instances Landlord may require notice of intent to renew, in which case Tenant will have two (2) weeks to reply after notification. Tenant agrees that Landlord may show said premises to prospective tenants at any reasonable time so long as Tenant is not caused undue hardship or inconvenience.

18. **UNAUTHORIZED RESIDENTS:** No person(s) may occupy the apartment without written permission of the Landlord. An unauthorized resident is designated as any person residing in the apartment for a cumulative period of time exceeding two weeks, without permission of the Landlord, and whose name does not appear on this Rental Agreement If



unauthorized occupancy occurs, Tenant shall pay rent at a new rate which shall be 50% greater the usual monthly rent provided for in this Agreement.

19. **SMOKE DETECTOR:** For Tenant's safety, the apartment is equipped with (a) working smoke detector(s). It is the responsibility of the Tenant to keep the smoke detector(s) in working order and to replace batteries when needed. If any smoke detector is missing or non-functioning, Tenant must promptly notify Landlord in writing.

20. **INFESTATION:** This includes the Tenants responsibility to pay for professional removal of insect infestation caused by the Tenants including, but not limited to lice, fleas, bedbugs, etc. which, through the Tenants' conduct, caused infestation to the premises. In addition, providing false information on the rental application shall also constitute default under the terms of this Lease Agreement and, in such event, Landlord may terminate the tenancy and evict the Tenants at the Landlord's sole and absolute discretion.

21. **LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Tenant acknowledges that lead paint hazard may be in the premises given the age of the building. Tenant has been given a copy of a disclosure of information on lead based paint and lead based paint hazards.

22. **FACILITIES:** Tenant may use without charge the common area and other common facilities when open and operating. Each independent apartment has one designated garage parking space. All other spaces are open parking spaces.

23. **MISREPRESENTATION OR MATERIAL OMISSION:** Prior to the signing of this rental agreement, the Tenant has submitted an application, financial information, a medical report or statement of medical condition. Any misrepresentation therein or material omission there from, shall, at the option of the Landlord constitute a default of this lease by the Tenant.

24. **INCLUDED furnishings, comments regarding condition:**

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IN WITNESS WHEREOF, Landlord and Tenant have signed this Rental Agreement in duplicate.

LANDLORD: Sanctuary Senior Living of Newark, LLC.

BY: \_\_\_\_\_

DATE \_\_\_\_\_

WITNESS: \_\_\_\_\_

TENANTS:

\_\_\_\_\_  
DATE \_\_\_\_\_

\_\_\_\_\_  
DATE \_\_\_\_\_

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