

LEASE AGREEMENT



MGM
Mak Gregor Management



In consideration of their mutual promises:

«OwnerName»,
Mak Gregor Management,
«TenantName»,

“OWNER,” and
“LANDLORD,” and
“TENANT,” hereby agree as follows:

1. Premises. The landlord leases to the tenant the premises described as: Unit Type: A «UnitSize»
Address: «UnitAddress»,
2. Term and Renewal. The term of this lease shall commence on: «LeaseBegin» (Signing Date: «CurrentDate») and subject to the renewal provisions, will terminate on: «LeaseEnd»

If the tenant remains in possession of the leased property after the expiration of the original term of this agreement, such possession shall be as a month-to-month tenant under the same terms and conditions of this agreement, except that the landlord may increase the amount of rent to be paid upon (30) days prior written notice to tenant. The month-to-month tenancy may be terminated by either party, upon receipt by the landlord of a (30) day written notice from the tenant on the (1st) of the month prior to move out with full last months' rent.

3. Rent. The tenant will pay as rent (\$«YearRent»)	for the term of the lease.
Payable in monthly installments of (\$«OnTimeRent»)	when paid between the 1st and the 5th
When paying after the 5th, pay (\$«AfterFirstRent»)	which includes a late fee of \$60.
When paying after the 8th, pay (\$«AfterFifthRent»)	which includes an additional late fee of \$60.

- **Eviction notices will be issued on or after the eighth (8th) of the month to all tenants who have not paid.**
- **Checks will not be accepted after the 5th of the month, on-line payments, money order or certified funds only.**
- **A \$45 fee will be charged for any payment returned unpaid for any reason. If payment was via check no checks will be accepted for 6 months. Late fees may be assessed based on the date acceptable payment is made.**

• **Do not mail your rent after the 5th of the month; bring it to our office or pay on-line to avoid further late fees. Except for the first rental installment, which shall be prorated and paid within 10 days of the signing of this lease or 10 days from date unit is made ready for occupancy, the rent will be considered on time if paid between the 1st and the 5th of each month. Once an eviction notice has been issued it is the landlord's option not to accept the tenants rent. The landlord may increase the rent during the term of the lease to reflect any increase in occupancy number, utilities, taxes and/or assessments.**

FEES FOR PAPER PAYMENTS: If paying with a check, money order or certified check a \$5.00 fee will be added and due when paying. If payment received is not filled in with full name, address and made payable to MGM or Mak Gregor a \$5.00 completion fee will be charged. Avoid all of this by paying On-Line.

EQUAL HOUSING OPPORTUNITY. LANDLORD MAKES THIS HOUSING AVAILABLE WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, FAMILIAL STATUS, DISABILITY (HANDICAP), MILITARY STATUS, OR ANCESTRY.

4. Utilities. The tenant will pay for all utilities except: «UTByLLord»

5. Security Deposit. The tenant shall deposit with the landlord the sum of (\$«Deposit») to secure the performance of this agreement. If such deposit exceeds one month's rent the landlord shall annually pay interest equal to the prevailing rate on such excess amount only. If the tenant fails to perform the terms of this agreement the landlord will apply the amount of security deposit against any money due and tenant shall be additionally liable to landlord for payment of all damages resulting from tenant's failure to perform the terms of this agreement to the extent that such damages exceed the security deposited, further the tenant will be charged rent for the unit until it is re-rented or their lease expires whichever comes first. Within 30 days after a tenant has vacated a unit either at the end of the lease with proper notice, or if the tenant has broken the lease, they will be mailed a Security Deposit Disposition at their new address if provided, if no address is provided the mail will go out marked Address Correction Requested, so as to obtain their new address and expedite mailing.

6. Occupancy. The apartment will be occupied by the tenant as residence only for («Occupancy») people. The apartment will not be used in a manner determined hazardous by the landlord, his insurance company or deemed detrimental to the premises. The tenant may not assign the lease or sublet the premises without the prior written consent of the landlord'

7. Possession. The landlord will exercise his best efforts to deliver possession of the premises upon commencement of the lease or at a date mutually agreed upon by landlord and tenant. Any failure to provide possession on the predetermined date will in no way terminate the validity of this lease and rent will be pro-rated to the date occupancy is available.

8. Rules and Regulations. Tenants will comply with all applicable laws, rules and regulations promulgated by any governmental authority having jurisdiction. The tenant will observe all rules and regulation made by the landlord in effect at the execution and delivered with this lease, and any made after the execution of this lease including:

(a) Personal items of any kind are not to be left in the common areas. Any items found will be removed and tenant billed for removal expense.

(b) Trash receptacles are not to be placed in the front of the apartment. Trash receptacles are to be furnished by the tenant unless indicated otherwise.

(c) Satellite dishes, antennas, and other projections are not permitted without prior written consent from the landlord.

(d) Locks on all doors are not to be changed without permission from the landlord, should it be necessary to replace a lock, tenant shall pay, in advance for all materials and labor.

(e) Windows or door signs are not to be displayed.

(f) **Pets or other animals are not permitted; this includes visiting pets or pets you are watching for others; Service animals are permitted with proper certifications and documentation.**

(g) Painting the is not permitted unless the tenant has the landlords' written permission. The use of contact paper, or wallpaper is prohibited. Any additional cost of restoring the apartment to its original condition resulting from the decorating by the tenant of the apartment shall be charged to the tenant.

(h) The use of adhesive hangers or molly-anchors for any hanging of any items on the walls is prohibited, use nails/screws only.

(i) Installation of night chains, without locks, is permitted but may not be removed.

(j) The tenant will furnish light bulbs in all fixtures and all necessary fuses and is responsible for re-setting circuit breakers.

(k) If resident is locked out between the hours of 8AM and 4PM they may pick up a replacement key from the main office with photo ID. A key replacement fee of no less than \$15.00 will be due at time of pick up. If resident is locked out after 5PM, weekends or holidays they may, at their own expense, hire a locksmith to gain entry to their home or wait until normal business hours and pick up a replacement key from the office.



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«LeaseBegin»-«LeaseEnd»

Lease - Page 2 of 3 «TenantName» «UnitAddress»

- (l) Only drapes with plain lining and blinds specifically designed for window use are permitted.
- (m) All rules posted in service, common, and recreation areas will be followed, and use of these facilities will be at tenants' risk.
- (n) The tenant shall not use, or permit the use of, the leased premises for unlawful purposes, or do, or permit any unlawful act in or on the premises.
- (o) The tenant shall not make or permit to be made any disturbing noises, or do, or permit any act which unreasonably interferes with the rights, comfort, or convenience of other tenants.
- (p) Tenant will keep the volume of any musical instrument, radio, television, or stereo always reduced.
- (q) The use of waterbeds without proof of waterbed insurance is strictly prohibited. Tenant will be held liable for any damage'
- (r) The use of grills is permitted but all grills, of any kind, must always be kept a minimum of 10' from any structure.
- (r) The working on or washing of any motor vehicles, including motorcycles, or changing of oil, etc. is prohibited.
- (s) Motor vehicles, campers, boats, motorcycles, etc. other than automobiles, one per apartment, may not be maintained on the apartment complex premises, or streets, unless tenant has express written permission from the landlord.
- (t) Any motor vehicle found to be inoperative or without current valid license plates will be towed away at the owners' expense.

9. Tenants Statutory Duties. Pursuant to ORC section 5321.05 and this lease Tenant is obligated to:

- (a) Keep the part of the premises which they use and occupy safe and sanitary
- (b) Dispose of all trash, debris, and waste in a clean, safe, and sanitary manner.
- (c) Keep all plumbing fixtures in the dwelling unit or used elsewhere by tenant as clean as their condition permits.
- (d) Use and operate all plumbing and electrical fixtures safely, and properly.
- (e) Comply with requirements imposed on tenants by applicable state and local housing, health, and safety codes.
- (f) Personally refrain and forbid any other person who is on the premises from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises.
- (g) Conduct and require other persons on the premises to conduct themselves in a manner that will not disturb all neighbors' peaceful enjoyment of the premises and which in the reasonable judgment of the landlord is not offensive or inappropriate.
- (h) Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, garbage disposal, or other appliances supplied by landlord and required to be maintained by tenant.
- (i) If this is a renewal lease all provisions of any previous leases apply.

10. Liability. The landlord, his agents, and employees, will not be liable to the tenant, their guests or any other occupant for injury or damage to person or property arising in or about the rental unit or common areas, whether or not due to negligent acts or omissions of the landlord, its agents and employees, or other tenants their guests, or occupants of the building. The landlord will not be liable for failure to maintain and operate the service and recreational facilities. This paragraph shall not exculpate landlord for damages from failure to perform its obligations under ORC section 5321.04. If landlord provides storage facilities for tenant, it shall have no responsibility to provide security or any standard of condition for such facilities and shall have no liability for damage or loss to any property stored. Landlord shall not be responsible for damage to or loss of tenant's personal property, therefore, it is recommended that the tenant obtain renters insurance to cover any such possible damage or loss.

11. Repairs. The tenant will maintain the apartment in good clean condition and make all repairs at his expense, including maintenance and repairs to appliances provided by landlord, due to tenants' negligence or misuse and landlord shall have no liability for any personal injury or property damage resulting from their malfunction. If tenant fails to report needed maintenance, they will be liable for any expense caused.

The landlord will make all major repairs which it deems necessary to comply with its statutory obligations under ORC section 5321.04, within a reasonable amount of time after tenant has given landlord written notice of the need of such repairs. Such major repairs will be at the landlords' expense except that any damage caused by the tenant will be repaired at the tenants' expense. In making the repairs the landlord will have no liability for inconvenience or annoyance to the tenant. The monthly rental installment will not abate because of any failure by the landlord to make repairs. If storm, fire, flood, or other major catastrophe injures or destroys the premises and if the landlord determines it would be impractical to repair or rebuild, this agreement will terminate without liability on the part of the landlord.

12. Termination. Upon termination of this lease, the tenant will thoroughly clean the apartment, restore it to its original condition except for ordinary wear and tear, or pay the landlord the cost of doing so. Any alterations made by the tenant will remain as part of the apartment and tenant may be charged for same. Upon termination of this agreement, the tenant will immediately surrender possession of the apartment, remove their property therefrom, and deliver to the landlord all keys to premises, including keys to service areas and mailbox. If the tenant should fail to remove their property, the landlord may remove such property at tenants' expense and shall not be liable to tenant for any loss or damage. Such property shall be deemed abandoned and landlord will have the right to sell that property at public or private sale without notice to the tenant and apply all proceeds in the following order:

- (a) To the payment of all costs of removing the property from the apartment, storing the property, and conducting the sale.
- (b) To the payment of any money owed as outlined in the deposit disposition.
- (c) To the tenant if a forwarding address was given to the landlord.

13. Default. Should tenant fail to perform any terms of this agreement, furnish false or misleading information, or omit material information on the application from which he was accepted as tenant, or fail to perform obligations imposed by law, the landlord may use all remedies permitted by law.

14. Landlords Right to Enter. The tenant will permit the landlord, its agents, or employees to enter the premises at all reasonable times and after reasonable notice for inspection, repair, improvement or display to prospective tenants. Tenants request for repair will be considered proper notice that landlord or agents for landlord will be entering their unit within a reasonable time period to perform the repairs requested.

15. Condition of Premises. By execution of this agreement, the tenant acknowledges that he has examined the apartment prior to signing this agreement and that the premises are in good and satisfactory state of repair.

16. YOUR SECURITY DEPOSIT OF \$«Deposit» MAY NOT BE USED FOR LAST MONTHS RENT, OR ANY EXPENSE OF ANY KIND, WHILE RESIDENT IS OCCUPYING THEIR UNIT. LAST MONTHS RENT WILL NOT BE PRORATED.

17. A WRITTEN THIRTY (30) DAY NOTICE IS MANDATORY IF YOU PLAN TO VACATE. THIS NOTICE MUST BE IN WRITING AND SUBMITTED BEFORE THE 5TH OF THE MONTH PRIOR TO YOUR EXPECTED MOVE OUT DATE. LAST MONTHS RENT MUST BE PAID. IF TENANT TURNS IN A THIRTY (30) DAY NOTICE PRIOR TO THE TERMINATION DATE ON THIS LEASE IT WILL NOT BE ACCEPTED AND NOTIFICATION OF SUCH WILL BE PROVIDED TO THE RESIDENT.

LIST OF RESPONSIBILITIES/TENANT POLICIES

OWNER:

1. Roof, structure, water heater, furnace - except filter replacement.
2. Plumbing, doors, windows.
3. Functional appliances- if applicable.

RESIDENT:

1. Windows cracked or broken during occupancy.
2. All damage caused to unit during occupancy in excess of normal wear and tear.
3. Jammed or clogged drains or garbage disposals.
4. Replacement of furnace filters during occupancy and at move out
5. Performing normal house cleaning functions, and keeping carpet free of excessive soil.
6. Replacement of batteries in smoke/carbon monoxide detectors and thermostats for control of heating and cooling

Standard deductions for damage and/or neglect - These charges may come out of your security deposit after an inspection is done when you move out. A Deposit Disposition will be mailed to you at your new address, if provided in writing, within 30 days of vacating your unit and returning your keys to us.

These charges are minimum charges and may go up if condition warrants.

KEYS: not returned resulting in locks being changed	\$135.00	STOVE: dirty	\$65.00 minimum
KEYS: mailbox keys not returned	\$85.00	REFRIGERATOR: dirty	\$65.00 minimum
GARAGE DOOR OPENER REMOTE: not returned	\$115.00	BATHROOM: dirty	\$75.00 minimum
CARPET: burns or tears, per repair	\$ at Market Cost	BEDROOM: dirty	\$75.00 minimum
CARPET: not professionally cleaned	\$ at Market Cost	KITCHEN: dirty	\$95.00 minimum
CARPET: damaged beyond repair	\$ at Market Cost	TRASH OR GARBAGE: left in unit, storage area, basement, Garage or any other area	\$at Market Cost
TILE/VINYL FLOORS: dirty - each room =	\$ at Market Cost	BULK ITEMS: labor and dump fees	\$at Market Cost
WALLS: requiring painting - per room =	\$425.00 minimum		
DOORS: Requiring Replacement/Repair	\$165.00 minimum		

All rent arrearages shall bear interest at the rate of 18% per annum.

It is understood that these charges are the base amount charged, excessive cleaning would be charged according to time and material. By signing this form, you are accepting the unit as it was when you viewed it. Any other damages not listed above will be charged to the resident at market or replacement cost.

For Properties where the resident is responsible for lawn care: The Tenant shall be responsible for cutting the lawn and not allowing grass to grow more than 7" in height. Landscape beds shall be maintained, weeded, edged, and mulched. Shrubs in beds or along fence lines should be maintained and trimmed by the Tenant. The landlord will maintain the tree trimming more than 8 ft off the ground.

I do hereby understand and agree to abide by the following policies of Mak Gregor Management during the period of my tenancy in the rental unit described in the LEASE form also presented to me today.

Fireplace, if applicable, is decorative only and may not be used unless resident, at their own expense, has inspection performed to assure it is safe to operate and provides a copy of the PASED inspection to landlord.

If the property you are leasing has a basement, we do not warrant basements against water intrusion. Any items stored in a basement should be in a sealed, waterproof container. Basements are not considered habitable spaces and should not be used as such. If basements do leak owner/landlord is not responsible for damage to any items stored in the basement.

1. Within 1 week I agree to hang suitable window coverings at every window in my unit. (Unless provided by landlord or left by previous resident) I understand that I may not use sheets, blankets or newspapers as window coverings at any time.

Blinds are provided as a courtesy and will not be repaired or replaced if broken or damaged.

2. Cleanliness and minor maintenance repairs (for example: light bulbs, fuses, circuit breakers, loose screws, pilot lights on hot water heaters, furnaces and stoves, smoke detector batteries and other items which do not require a special tool or replacement part) are my responsibility as resident. Further I agree that these items are not to be considered normal wear and tear. I agree to perform these repairs or pay for the necessary service to have these repairs made to keep my unit in the same good condition as it was when I moved in. Once a resident has called for service, they have waived their right to formal 24 hour notification from the landlord, maintenance staff, or dispatcher to enter and make requested repairs and do other work as may be necessary. (If in doubt about Minor Maintenance call the maintenance dispatch # located in your lease folder)

3.- RENT IS DUE BETWEEN THE 1ST AND THE 5TH OF EACH MONTH. THERE ARE NO EXCEPTIONS TO THIS POLICY.

- I FURTHER ACKNOWLEDGE THAT NON-PAYMENT OF ANY RENT BY THE 8TH OF ANY MONTH MAY RESULT IN AN EVICTION ACTION BEING TAKEN AGAINST ME.

4. During occupancy I agree to keep my unit in its original condition of cleanliness, repair, safety, and appearance. I agree to perform normal house cleaning functions such as: washing soil build-up from walls and ceilings, cleaning and waxing tile and wood floors, removal of debris and trash in proper waste removal containers, and to keep all appliances free of grease and food spills. Upon vacating the unit I agree to surrender my unit in good condition. I agree that if cleaning or repairs are required I will be charged for same and the cost will be deducted from my security deposit. I agree that it is my responsibility to have all wall to wall carpeting professionally cleaned and that if I don't the cost for this service will be deducted from my security deposit. I agree that if the walls and ceilings are so soiled as to require painting the cost of this service will be deducted from my security deposit unless I have occupied the unit for over 12 months. (The 12 month stipulation applies to painting only).

5. I acknowledge that it is my right to obtain renters insurance but that I am not required to do so. I agree to hold Mak Gregor Management and the owner of the property harmless should I, my guests or any personal belongings become injured or damaged in any way during my residency.

Tenant acknowledges that he or she has read this agreement in its entirety and fully understands the contents herein.

In witness whereof, the parties hereunto have set their names this: «CurrentDate»

 Landlord Representative

X _____
 Resident «TenantName»

X _____
 Resident or Co-Signer «TenantName»

X _____
 Resident or Co-Signer «TenantName»





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6601 N. Main St – Dayton, OH 45415
937-274-8142/www.RentMGM.com

«CurrentDate»

Service Address:

«UnitAddress»

Utilities to be transferred/turned on: **Gas** call CenterPoint at 1-800-227-1376

Electric call AES/Ohio at 937-331-3900

Water Department (See #s below)

ATTENTION: Please be advised that I am leasing the above addressed residence from **Mak Gregor Management**. Further, I understand that if I do not make arrangements to have the utility service checked above reconnected if necessary or transferred into my name by the due date below the utility companies have the right to shut these utilities off.

Name of New Resident

«TenantName»

Signature of New Resident

X _____ Date: «CurrentDate»
X _____ Date: «CurrentDate»

To Utility Company:

Mak Gregor Management will not be responsible for the utilities checked at the address referenced above after «UTDate».

Other Utility Companies and Important Numbers to have handy: All 937 area code

- Mak Gregor Management Service 277-1016
- Mak Gregor Management Office 274-8142
- New Lebanon Water Dept. 687-1341
- Dayton Water Department 333-3550
- Trotwood Water Department 837-7771
- Montgomery County Water 781-2688
- Butler Township Water/Trash 898-6735
- City Of Oakwood Water Dept. 298-0400
- Harrison Township Trash 890-5611
- Troy Water Department 335-4151
- Xenia Water Dept. 376-8194
- Englewood Trash and Water 836-5106
- Union Water Department 836-8624
- Huber Heights Water Department 233-3292
- West Milton Water 698-1500
- Greene County Water 562-7100
- Vandalia Water/Trash 415-2231
- Fairborn Water Department 754-3097
- West Carrollton Water 859-8280
- Clayton/Rep. Svcs for trash 268-8110
- Tipp City Utilities 667-8424
- Middletown Water 800-544-6900
- Duke Energy 855-967-0310

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SCAN

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Mak Gregor Management

Rental Payment Methods:

- Via our rent drop box, at our office front **DOOR**, 24/7. Check, Certified check, money order ONLY, **NO CASH**. Payments must be filled in before you arrive, no envelope needed.
- Via regular mail, be sure it is postmarked no later than the 5th to avoid late fees.
- Via Inosio, to make on-line payments: Email us with your name and address and request the link to set up on-line payments. (Bethani@RentMGM.com) When paying via Inosio if you set up RECURRING payments there is no fee. If you log in and make a one-time payment, there is a

fee. When setting up recurring payments, you can choose the date of your payment from the 1st to the 5th.

INSPECTION REPORT



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«TenantName» «UnitAddress»

This form must be filled out and returned to Mak Gregor Management within 15 days of move-in or it will not be accepted.

PLEASE NOTE: This form is being provided for your benefit. Use it to avoid being charged for items damaged before occupancy.

THIS IS NOT A REPAIR LIST

We will not look at this list until you move out. We suggest you keep a copy for your records.

Please use grading system GOOD/FAIR/POOR. Circle type of floor covering present in each room. Provide specific details.
PLEASE NOTE: Hairline cracks in glass will not be repaired unless they allow air in (List any cracks present when you move in).
CONDITION AT MOVE-IN:

Kitchen-

Refrigerator _____
(If provided by owner)
Stove _____
(If provided by owner)
Walls _____
Cabinets _____
Windows/Screens _____
Floor (Wood/Tile/Carpet) _____
Sink _____
Garbage Disposal Please note that if disposal becomes clogged or broken it will be removed.
Counter-Top _____

Bath #1-

Walls _____
Tub/Shower _____
Toilet _____
Sink _____
Medicine Cabinet _____
Towel Bars _____
Soap Dishes _____
Windows/Screens _____
Floor (Tile/Carpet) _____
Mirrors _____

Bath #2-

Walls _____
Tub/Shower _____
Toilet _____
Sink _____
Medicine Cabinet _____

Towel Bars _____
Soap Dishes _____
Windows/Screens _____
Floor (Tile/Carpet) _____
Mirrors _____

Living Room-

Walls _____
Windows/Screens _____
Floor (Tile/Carpet) _____

Dining Room-

Walls _____
Windows/Screens _____
Floor (Tile/Carpet) _____

Bedroom #1-

Walls _____
Windows/Screens _____
Floor (Tile/Carpet) _____

Bedroom #2-

Walls _____
Windows/Screens _____
Floor (Tile/Carpet) _____

Bedroom #3-

Walls _____
Windows/Screens _____
Floor (Tile/Carpet) _____

Air Conditioners and window rods or brackets are left by former residents and not owned by us. If an air conditioner unit becomes broken we will remove it and replace the window to its original condition unless otherwise stated in your lease. Window coverings, rods and brackets are the tenants' responsibility.

Fill out as applicable-

Furnace _____
Water _____
Heater _____
Patio _____

Basement _____
Garage _____
Utility Room _____

This form filled out by: **X** _____ Date: _____
«TenantName»

That person's signature: **X** _____
Address of unit inspected: «UnitAddress» Date of lease signing: «CurrentDate»

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

«TenantName» «UnitAddress»

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

MGM (b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).

Booklet: Protect Your Family From Lead In Your Home

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

X / **X** (c) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Initials Initials

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Mak Gregor Management

Lessor	Date	Lessee	Date
	«CurrentDate»	«TenantName»	«CurrentDate»

X		X	
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Lessee	Date	Lessee	Date
«TenantName»	«CurrentDate»	«TenantName»	
«CurrentDate»			
«UnitAddress»			

