

LEASE AGREEMENT

(1) **PARTIES:** This Lease Agreement is made at Athens County, Ohio this _____ day of _____, 20____, by and between _____, whose address is _____ hereinafter referred to as "LANDLORD", and the following individuals,

_____ hereinafter referred to as "TENANTS".

(2) **LANDLORD'S AGENT:** University Off-Campus Housing, whose address is 82 N. Court Street, PO Box 761, Athens, Ohio 45701, serves as the agent of the Landlord, and said agent shall be authorized to act on behalf of the Landlord on all issues in this Lease.

(3) **LEASED PREMISES:** Landlord leases to Tenants the following described property at the following address: _____ and the leased premises shall consist of the following rental unit: _____, not to be occupied by more than _____ individuals. The term "premises" or "leased premises" as referred to in the Lease includes the rental unit, any porches, yards, patios, or other areas used in conjunction with the rental unit.

(4) **LEASED TERM:** Tenants shall occupy the leased premises for a term of 12 months/years commencing on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____. In the event that Ohio University should change the school year where graduation is a date other than _____, then termination date of lease will be corresponding to new graduation date. The Lease shall commence at 8:01 a.m. on the first day of the Lease term as described in this paragraph, and shall end at 5:00 p.m. on the last day of the Lease term as described in this paragraph. In the event that Tenants have not vacated premises by 5:00 p.m. then they shall be assessed a fee of one hundred dollars (\$100.00) per hour until such time that premises are vacated. Landlord will exercise his best efforts to deliver possession of the premises upon commencement of this Lease, but will not be liable for any damages to Tenants other than a daily proration of refunded of the rent to the date upon which occupancy is available to Tenants.

(5) **RENTAL PAYMENTS:** a) *Basic Rent:* Tenants and Landlord acknowledge and agree the reasonable and fair *Basic Rent* for the leased premises is \$ _____ Dollars for the entire term of this Lease (total 12 month term) payable in equal installments of \$ _____ Dollars due by the fourth day of the following months APRIL 20 , AUGUST 20 + DECEMBER 20 during the term of this Lease.

Landlord's Initials _____

Tenant's Initials _____

Any portion of rent not paid by the 14th day of the month in which rent is due shall be deemed a breach of the terms of this Lease. Landlord may decide in his/her sole and absolute discretion whether the terms of this Lease are breached by the late payment of rent.

b) *Discounted Rent*: As an inducement of prompt rent payment, a *Discounted Rent* installment of \$ _____ dollars may be paid by Tenants if paid fully by 5:00 p.m. of the 3rd day of the month in which rent is due. If Tenants deliver a *Discounted Rent* installment and it is not delivered in the correct amount, or delivered after the 3rd day of the month, Landlord shall deliver or mail by the 10th of the month written notice of the failure to qualify for the *Discounted Rent* payment. The written notice described in this paragraph shall also set forth the balance owed on the *Basic Rent* obligation and specify the date by which Tenants must pay the balance owed for rent.

c) *Enforcement of Rent*: Furthermore, Tenants shall not use their security deposit as a rental payment. The failure by the Landlord to enforce this provision in any given period shall not constitute a waiver of any remedy afforded to Landlord, or to collect said delinquent rent or *Basic Rent* at a later date. Any rental payments made by check which shall be dishonored by Tenants' bank shall be charged a handling fee of Twenty-Five Dollars (\$25.00) if the check is returned unpaid. Also any check which is returned shall only be credited as a rent payment on the date the dishonored check clears Tenants' bank, which may impact timely payment of rent or qualification for *Discounted Rent* under the terms of this Lease.

(6) **SECURITY DEPOSIT**: Tenants shall deposit with Landlord the total sum of \$ _____ Dollars which is security for the faithful performance of this Lease. The security deposit shall serve as a fund from which Landlord may receive reimbursement for unreasonable wear and tear of the rental unit, or for any other amounts legally due and owing, including the amounts due to Landlord for damages caused by Tenants, or Tenants' guests, or for Tenants' failure to comply with their responsibilities under the terms of this Lease. If Landlord must repossess the rental unit because of abandonment, default, or breach of this Lease by Tenants, Landlord may apply the security deposit to all damages suffered to the date of possession, and Landlord may also retain the balance of the security deposit to apply to damages that may accrue during the tenancy of the controversy or resolving Tenants' obligations under this Lease agreement. Landlord shall return Tenants' security deposit, together with a statement itemizing deductions from the security deposit within thirty (30) days of completion of the three following events: (a) the termination of this Lease, (b) Tenants' return of possession (including the keys), and (c) Landlord's receipt of Tenants' forwarding address. If the security deposit is insufficient to compensate

Landlord for the damages caused during Tenants' occupancy of the premises, Landlord shall give written notice to Tenants of the nature and amount of the deficiency. Tenants shall pay the amount of the deficiency to Landlord within thirty (30) days of receipt of such notice. In addition to cancellation charges by Landlord's bank, Tenants will be charged a procession fee of Fifteen Dollars (\$15.00) for reissuing a check for any reason.

Landlord's Initials _____

Tenant's Initials _____

(7) **OCCUPANTS:** Tenants acknowledge and agree that Landlord is permitted to have _____ occupants reside in the rental unit. The rental unit is leased to the same individuals as on page one (1), and no other permanent occupants of the premises shall be permitted under the terms of this agreement. Weekend guests may be permitted to stay at the premises, but guests may not stay at the rental unit for any period excess of three consecutive nights. If any Code Enforcement Officer or other governmental agency requires a reduction in the number of occupants at the said premises during the term of this Lease, Landlord shall not be responsible to Tenants for damages, other than a proration of rent for the reduced occupancy of the premises.

(8) **DESIGNATION OF CONTACT TENANT:** Tenants designate _____ as the *Contact Tenant* for the terms of this Lease. Due to Tenants busy schedule and commitments, and the difficulties of contacting each Tenant individually on issues affecting the condition of the leased premises, payment of rent and other obligations, and general status of Landlord and Tenants' interaction under this Lease, Tenants agree for the above individual to speak for and act as *Contact Tenant* on behalf of the Tenants when dealing with or communicating with Landlord. Landlord can also communicate or interact with _____ as the *Contact Tenant*, and it is acknowledged by the parties that such communication or interaction shall be considered as notice or information being provided to all Tenants.

(9) **JOINT AND SEVERAL LIABILITY:** Each Tenant under the terms of this Lease is jointly and severally (individually) liable to Landlord for the total rent due for the premises, together with any and all damages and any other miscellaneous charges. If one of the Tenants fails to pay rent damages or other miscellaneous charges, then any one of the other Tenants or any number of other Tenants may be held liable by Landlord for such unpaid rent, damages or charges. Further, Tenants are responsible for the cost or damages caused by their guests at the rental unit.

(10) **UTILITIES:** Tenants shall be fully responsible for **all** utilities used at the aforesaid premises. Tenants shall pay said utilities on a monthly/quarterly basis, either to the Utilities directly, or to Landlord on the percentage formula agreed to by the parties for the payment of utilities. Time Warner Basic Cable and Internet must be purchased through University Off-Campus housing at a rate of \$90.00 per month. Tenants will not be reimbursed by landlord for the loss of cable/internet due to Time Warner company outages. Tenants shall be solely responsible for all hook-up or installation fees charged by the utilities for the utilities they seek to have at the premises.

(11) **PARKING:** Landlord has agreed to provide _____ parking spaces with the leased premises on-site or at places designated by Landlord with the parking being in compliance with all applicable city codes. Tenants have waived the use of _____ number of the parking spaces during the term of this Lease by signing their initials after this paragraph:

Tenant's Initials _____

If the Tenants decide to use any of the parking spaces provided by Landlord, Landlord shall designate the Tenants' parking space in the parking area, and such parking rights shall not be assignable by Tenants.

Landlord's Initials _____

Tenant's Initials _____

(12) **CONDITION OF PREMISES AT COMMENCEMENT OF LEASE:** Tenants acknowledge they have reviewed the rental unit, and they are satisfied with the cleanliness and condition of same at the time of the commencement of their occupancy of the premises. Tenants, with cooperation of the Landlord, will complete a check-in sheet, recording any damages and defects in the rental unit at or about the time Tenants move into the rental unit. Except as provided in the check-in sheet, Tenants acknowledge that the unit is in good and acceptable repair. Tenants further agree that Landlord has made no promises with respect to the condition of the leased premises other than those in this Lease. If Tenants fail to complete the check-in sheet, Tenants agree that the unit is in good and acceptable repair, and Tenants shall be liable for the condition of the premises upon vacating the leased premises, normal wear and tear excepted.

(13) **CARE AND USE OF PREMISES DURING LEASE TERM:** Tenants will maintain the rental unit and the appliances in the unit in good clean condition. Tenants shall abide by the "Rules and Regulations" distributed to Tenants by Landlord, and any additional restrictions on the rental unit, including but not limited to "Declaration of Condominium Ownership", if applicable. The aforesaid rules and regulations and other restrictions shall be delivered to Tenants, signed and acknowledged by Tenants, and they shall thereafter become part of the terms of this Lease. Tenants agree to not commit waste on the premises, or to maintain or permit any type of nuisance or any other unlawful activity. Tenants will not put locks on any doors including bedroom doors unless arrangements are made to utilize locksmith designated by Agent. Any such lock will be forfeited to the property owner at termination of Lease. Tenants shall refrain from permitting loud noise, or other activities, which would interfere with neighbor's enjoyment of their property. Loud parties and the playing of televisions, radios, or other sound equipment, in a manner disturbing other individuals in the neighborhood shall be prohibited. Moreover, Tenants shall control any parties, or other social activities, at the rental unit, and Tenants acknowledge they are jointly and severally responsible for any damages caused to the rental unit as a result of their social activities. Among other rules and regulations, there shall be no pets of any kind in said premises, or bricks, concrete blocks, or construction materials kept in the aforesaid leased premises. Thermostats must be maintained at 60°F or higher during winter months to prevent pipes from freezing. Further there shall not be any upholstered furniture, hibachis or any other cooking apparatuses allowed on any porches, decks, patios or other areas designated by Agent. There shall be no window air conditioning units without prior written consent of Landlord. Further, there shall be no waterbeds or other structures which may cause the premises damage. Tenants shall not paint any of the aforesaid premises without the prior written consent of Landlord, & all carpets, floors, walls, bathroom & kitchen fixtures, stoves, refrigerators, and other features and fixtures of the premises shall be kept clean and sanitary. Tenants agree to remove all trash and rubbish from said premises on a weekly basis, and Tenants shall keep the premises free of debris. It is understood that tenants are responsible for any insect remediation including but not limited to wasp, ants, bees, bedbugs and cockroaches. Further, Tenants shall not nail items to the walls, put tape on the walls, or place any hanging on the wall which may damage the plaster, wallpaper, or surface coating of the walls. Tenants also agree to abide by all statutory obligations required by Ohio Revised Code §5321.05. Failure to keep and observe the above rules will constitute a breach of the terms of this Lease.

Landlord's Initials _____

Tenant's Initials _____

(14) **DAMAGES AND REPAIRS OF PREMISES DURING LEASE TERM:** Tenants shall pay for all repairs to the premises and appliances that are necessary because of Tenants' negligence or abuse, and the cost of said repair shall be paid by Tenants within fourteen (14) days of the date Tenants receive an invoice or bill from Landlord. Landlord shall not be liable for damages caused by Tenants or Tenants' guests, but Landlord shall make repairs caused by normal wear and tear. Landlord shall not be liable for personal injury or property damage resulting from any activity or occupancy of the rental unit. Tenants shall report any necessary repair or damage to Landlord within twelve (12) hours of discovering same, and Landlord will make the necessary repairs within a reasonable period of time after Tenants give written notice of the need for such repairs. Tenants shall not repair or have repairs made for any damages without Landlord's prior consent. Certain damages, in the experience of Landlord, may occur with regularity and Tenants agree to the following minimum charges for such damages: ten dollars (\$10.00) for key not returned to the Landlord; thirty dollars (\$30.00) for an unclean refrigerator, stove or other appliance; thirty-five dollars (\$35.00) for trash left in the unit, forty dollars (\$40.00) per hour for cleaning premises. Tenants agree to remove all trash, rubbish, and debris at least weekly from the leased premises and otherwise maintain the rental unit in a clean and reasonable condition.

(15) **TERMINATION OF LEASE:** Tenants will thoroughly clean the leased unit and restore it to its original condition, normal wear and tear expected, or pay Landlord the cost of doing so. Any alterations made by Tenants without prior approval of Landlord shall be removed at the expense of Tenants, if Landlord requires it. Any alterations made by Tenants with prior approval of Landlord will remain part of the unit. Tenants agree to pay for all cleaning necessary (including carpets) to restore the unit to satisfactory condition for new tenants. It is agreed that these charges are to be deducted from Tenants' security deposit prior to its return.

Tenants shall lock all doors & windows, & return all keys to Landlord. Tenants shall have utilities taken out of Tenants' names and arrange to pay the final utility bills. Tenants will personally notify Landlord of the date Tenants vacate the leased premises, and will provide Landlord with a forwarding address and telephone number.

Upon vacating the leased premises and terminating this Lease, Tenants shall remove all personal property. Landlord may remove and dispose such property if Tenants fail to remove such property, at the expense of Tenants. Landlord shall not be liable to Tenants for any loss or damage to such property. Landlord will deem such property abandoned and may sell the property at public or private sale without notice to the Tenants. Landlord may apply the proceeds of such sale to the cost of removing, storing & selling such property. Landlord may also apply the proceeds towards any rent or other payments due under this Lease, and shall send any remaining proceeds to the forwarding address, if any, that Tenants have given Landlord.

(16) **FIRE, OTHER DESTRUCTION AND CONDEMNATION:** If the premises are partially destroyed by fire or other destruction during the Lease Term, Landlord shall repair any damage to the structure with all reasonable diligence, and without unnecessary interruption of Tenants' occupancy. If the premises are rendered uninhabitable during the Lease term by fire, other destruction or condemnation for more than five (5) days, this Lease shall terminate and the rent shall cease to accrue as of the date of destruction. Rents and deposits previously paid will be refunded, prorated to the time the premises became uninhabitable, less any deductions permitted under this Lease. Tenants must notify Landlord immediately in the event of fire or other casualty. Tenants shall have no claim or interest in any compensation or award of damages for such occurrences.

Landlord's Initials _____

Tenant's Initials _____

(17) **LANDLORD'S RIGHT TO ENTER:** Tenants will permit Landlord, its agents, employees and any designated individuals to enter upon the premises at all reasonable times and always after twenty-four hour notice for inspection, repair or improvement. Twenty-four hour notice is hereby given any time Tenants have temporarily vacated the premises, such as for holiday and spring breaks, to make inspections for safety and health purposes. Landlord may enter the premises without notice in an emergency, as permitted by law. Landlord may show the leased premises during reasonable hours to prospective Tenants or purchasers. Should Tenants request Landlord, its agents, employees and any designated individuals to enter for repairs, improvements or for any other such requested reason, Landlord will attempt to comply within a reasonable timeframe and does not have to provide twenty-four hour notice as the requested entrance for repair or improvement expressly waives the need for Landlord to provide twenty-four hour notice or to schedule the entrance into the premises with the Tenants.

(18) **SUBLETS AND ASSIGNS:** Tenants shall not assign, sublet, board, or transfer any part of the premises without Landlord's written consent, and a new Lease and full security deposit must be submitted prior to receiving Landlord's written consent. Tenants also agree that no guests shall live in the premises without Landlord's written approval.

(19) **DEFAULT:** Any failure by Tenants to pay rent when due or perform any term thereof, shall at the option of Landlord terminate all rights of Tenants hereunder. In the event that Tenants shall be absent from premises for a period of five (5) consecutive days, while in default Tenants shall, at option of Landlord, be deemed to have abandoned the premises and any property left shall be considered abandoned and may be disposed of by Landlord as Landlord shall see fit. All property on premises is hereby subject to a lien in favor of Landlord for payment of all sums due hereunder to the maximum extent allowed by law. In the event of default by Tenants, Landlord may elect (a) to continue the Lease in effect and enforce all Landlord rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenants' rights hereunder and recover from Tenants all damages incurred by reason of the breach of the Lease, including the cost of recovering the premises, and including the worth at the time of such termination or at the time of an award if premises, and including the worth at the time of such termination or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which Tenants prove could be reasonably avoided. Landlord's acceptance of a rental payment subsequent to Tenants' breach of any term or condition shall not be construed as Landlord's waiver of right to seek legal remedies and shall not prevent Landlord from pursuing legal means of redress against Tenants.

(20) **LIABILITY:** Landlord shall not be liable for any theft, destruction, or loss or damage to any property of Tenants, or their guests. Tenants must provide their own personal renter's insurance, if they so desire. Landlord shall not be liable to Tenants for any act of violence, nor shall Landlord be liable for damages caused by failure of heating equipment or from plumbing, or other pipes or fixtures, or sewage, nor for any damage arising from the acts of neglect of other Tenants of said premises or adjacent premises, or the elements or damages arising from acts which Landlord cannot control.

Landlord's Initials _____

Tenants Initials _____

(21) **CONSTRUCTION:** This Lease shall be construed to be in accordance with the Landlord and Tenant Act of the State of Ohio (O.R.C. §5321). The invalidity of any particular provision shall not invalidate the entire Lease. All terms and covenants are to be construed as conditions.

(22) **BINDING:** The terms, covenants and conditions of this Agreement shall apply to and bind those holding under the tenancy, whether rightfully or wrongfully, and to all other successors and assigns of the parties. Tenants shall be responsible to assure that all covenants made by Tenants are applied to all persons, including Tenants' guests and family, upon the premises. Tenants agree that the terms of this lease were explained to them in person or via videocassette.

**SIGNED AND ACKNOWLEDGED IN
THE PRESENCE OF:**

LANDLORD:

TENANTS:

**I/ WE HAVE WATCHED THE MOVIE WHICH COVERED ALL ISSUES IN THIS LEASE; ANY
QUESTIONS WHICH I/WE HAD WERE ANSWERED.**
