

**LEASE AGREEMENT**

[1] **PARTIES**: This Lease Agreement is made at Athens County, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between \_\_\_\_\_, whose address is P. O. Box 707, Athens, OH 45701, hereinafter referred to as "LANDLORD", and the following individuals,

- |          |          |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

hereinafter referred to as "TENANTS".

[2] **LANDLORD'S AGENT**: The owner of the property, Roy C. Whitmore, 55 Madison Avenue, Athens, Ohio, may have other individuals who shall be designated as agents of the owner to act on landlord's behalf from time to time, and said agents shall be authorized to speak on behalf of the landlord and carry out the landlord's instructions on issues in this lease. Tenants shall be notified of the names and authorized individuals who will participate in the management of this lease on behalf of landlord.

[3] **LEASED PREMISES**: Landlord leases to Tenants the following described property situated at the following address: \_\_\_\_\_. 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. 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). No other permanent occupants of the premises shall be permitted under the terms of this agreement. The aforesaid premises are an adult residence no children shall be permitted to reside therein. Guests may not stay at the rental unit for any period in 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.

[4] **LEASE 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 \_\_\_\_. This Lease shall commence at 9:01 a.m. on the first day of the lease term as described in this paragraph, and shall end at 12:00 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 two hundred and fifty dollars (\$250.00) per day 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 refund of the rent to the date upon which occupancy is available to Tenants.

[5] **RENTAL PAYMENTS:** Tenants shall pay to Landlord the sum of \$ \_\_\_\_\_ as the total rent for the term of this lease, payable in equal quarterly installments of:

- A) \$ \_\_\_\_\_ on or before \_\_\_\_\_
- B) \$ \_\_\_\_\_ on or before \_\_\_\_\_
- C) \$ \_\_\_\_\_ on or before \_\_\_\_\_
- D) \$ \_\_\_\_\_ on or before \_\_\_\_\_

Tenants are entitled to pay a discounted quarterly rent in the amount of \$ \_\_\_\_\_ if the quarterly rent is paid in full no later than the 5<sup>th</sup> of the quarterly month. **NO RENTAL BILLS WILL BE SENT TO YOU. THIS SCHEDULE OF PAYMENTS IS YOUR OFFICIAL NOTIFICATION OF RENTAL PAYMENT DUE DATES TO AVOID DELINQUENT PAYMENTS.**

Any delinquent installment shall be paid in full no later than fourteen (14) days after the original rental payment was due, and each Tenant is fully responsible for the entire rental payment even though there is more than one Tenant under the terms of this lease. Landlord may decide in his/her sole and absolute discretion whether the terms of the lease are breached by the late payment 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 late fee at a later day. Any rental payments made by check which shall be dishonored by Tenant’s bank shall be charged a handling fee of Twenty-Five Dollars (\$35.00) if the check is returned unpaid. Also any check which is returned shall be treated as rent that was not paid for purpose of determining higher rent as provided for in this lease.

[6] **SECURITY DEPOSIT:** Tenants shall deposit with Landlord the total sum of \$ \_\_\_\_\_ 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 pendency of the controversy of 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) Tenant’s 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 (15) days of receipt of such notice. In addition to cancellation charges by Landlord's bank, Tenants will be charged a processing fee of Twenty-Five (\$50.00) for reissuing a check for any reason.

[7] **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, or other obligations under this lease or the Ohio Revised Code. 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 of damages caused by their guests at the rental unit.

[8] **UTILITIES:** Tenants shall be responsible for all utilities at the premises. The term "utilities" in this paragraph includes water and garbage service, electric, and gas (if applicable). Other types of services Tenants may desire, such as telephone service, cable, dish television, broadband or other computer hook-up, or other services at the residence shall be arranged and paid for exclusively by Tenants, and said accounts shall be in Tenants names alone. Water, electric, gas, if applicable is to be connected and maintained by tenants during the entire term of lease.

[9] **CONDITION OF PREMISES AT COMMENCEMENT OF LEASE:** Tenants acknowledge they have reviewed the rental unit, noted any issues with the unit, and they acknowledge 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 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.

[10] **CARE AND USE OF PREMISES DURING LEASE TERM:** Tenants will maintain the rental unit and the appliances in the unit in a good clean condition, and otherwise comply with Tenant obligations required by Ohio law, O.R.C. §5321.05. Tenants shall also abide by any "Rules and Regulations" distributed to Tenants by Landlord, and any additional restrictions or rules which may be distributed in writing to Tenants by Landlord. Addendum A of rules and regulations and other restrictions shall be delivered to Tenants, signed and acknowledged by Tenants, and shall thereafter become part of the terms of this lease.

[11] **DISTURBANCE OF OTHER TENANTS AND/OR NEIGHBORS:** Tenants shall refrain from permitting loud noise, or other activities, which would interfere with other Tenants or neighbors' enjoyment of their property. Loud parties and the playing of sound equipment,

televisions, radios, or other electronic equipment in a manner disturbing other individuals in the premises or in the neighborhood shall be strictly prohibited. Moreover, Tenants shall control any parties, guests at parties or other social activities, at the rental unit, and Tenants acknowledge they are jointly and severally responsible for any problems or damages caused to the rental unit as a result of social activities. Tenants also acknowledge they understand the City of Athens Noise Ordinance and the possibility of problems caused to neighborhoods as a result of loud social activities or other uncontrolled parties. This lease shall be deemed breached and Tenants shall be evicted from the premises if Tenants are cited for noise or nuisance violations as a result of problems caused to other Tenants in the property or neighbors in the neighborhood.

[12] **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. Tenants acknowledge that the security deposit is not to be used for the cost of repair of damages during the term of the lease, but rather, shall act as a security deposit for the fulfillment of all terms under this lease. Landlord shall have the option to use portions of the security deposit for damages, but Tenants must comply with the reimbursement of the repair caused by Tenants' negligence and abuse within 14 days as set forth herein. Landlord shall not be liable for damages caused by Tenants or Tenants guests, but Landlord shall make repairs caused by normal wear and tear of the rental property. 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 refrigerators, stove or other appliance; Thirty-Five (\$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.

[13] **TERMINATION OF LEASE:** One to three (1-3) weeks before vacating the leased premises, Tenants may make an appointment for inspection of the rental unit. Tenants may be present with Landlord during the inspection, at which time Landlord will make an inspection report which will later be used in determining any damages that are Tenants' responsibility. Landlord's inspection will only take place after Tenants have vacated the unit at the termination of the lease.

Tenants will thoroughly clean the leased unit and restore it to its original condition, normal wear and tear excepted, or pay Landlord the cost of doing so. Any alternations made by Tenants without prior approval of Landlord shall be removed at the expense of Tenants, if Landlord requires it. Any alternations 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 and windows, and 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 lease premises and terminating this lease, Tenants shall remove all personal property. Landlord may remove and dispose of such property if Tenants fail to remove such property, at the expense of Tenants. Landlord shall not be liable for Tenants for any loss or damages 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 and 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.

[14] **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.

[15] **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.

[16] **SUBLETS AND ASSIGNS**: Tenants shall not assign, sublet, or transfer any part of the premises, or any interest in this lease without Landlord's prior written consent. Landlord may require a new lease and an additional security deposit in order to receive Landlord's written consent to the subletting or assignment of any interest in this lease. Tenants also agree that no guests shall live in the premises without Landlord's written approval.

[17] **DEFAULT**: Any failure by Tenants to pay rent when due, perform any term of this lease, or fail to comply with Tenants obligations under O.R.C. §5321.05, 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, jointly and severally, incurred by reason of the breach of the lease, including the cost of recovering the premises, including the worth at the time of such termination or at the time of an award of the return of the premises, 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 by Landlord's efforts to mitigate damages. 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.

[18] **LIABILITY**: Landlord shall not be liable for any theft, destruction, or loss or damage to any property of Tenants, or their guests. Landlord also provides secure locks at the premises, and Landlord shall not be responsible for any criminal acts against Tenants. 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.

[19] **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.

[20] **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 video cassette.

WITNESS :

LANDLORD :

\_\_\_\_\_

\_\_\_\_\_

TENANTS :

TENANTS :

X \_\_\_\_\_  
NAME \_\_\_\_\_  
PERMANENT \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
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## Addendum A

1. No pets of any kind are to be allowed including "temporary visits" from friends or family pets. There will be a mandatory cleaning charge of \$200 assessed against the entire unit each and every time that pets are noted on the premises.
2. No bricks, concrete blocks or construction materials are to be kept on the aforesaid lease premises.
3. There are no waterbeds or other structures which may cause the premises damage permitted in any house or apartment
4. All carpets, floors, walls, bathroom & kitchen fixtures, stoves refrigerators and other features and fixtures of the premises shall be kept clean and sanitary.
5. Tenants agree to remove all trash and rubbish from said premises on a weekly basis.
6. 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. Repair/repainting charges will result from their use.
7. The tenant is responsible for providing a continuing source of power (batteries or house current) and for inspecting and testing the smoke detectors to see if they operate properly. The tenant may not remove batteries from a detector or disconnect it from power or remove, move, cover, or in any way interfere with the proper operation of a smoke detector. If such is noted, Lessee shall incur a mandatory fine of \$100.00 per occurrence.
8. Thermostats must be maintained at 60 degrees or higher during winter months to prevent pipes from freezing.
9. 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. If grills are found to be on the premises, they will be confiscated and disposed of at the owner's expense without notification. No grilling is allowed within 25 feet of any building or apartment.
10. Tenants will not put locks on any doors including bedroom doors unless arrangements are made to utilize a locksmith designated by Agent. If any changes are approved, all original equipment is to be re-installed at Lessee's expense upon termination of lease.
11. No bicycles are to be stored inside any apartment or house. Mandatory cleaning/repainting charge will be assessed against the entire apartment each time a bicycle is noted to be inside the apartment/house (\$150.00 per occurrence).
12. There will be no sunbathing on the roof of the said premises. There will be a \$100.00 charge per occurrence.
13. There will be no window air conditioning units without prior written consent of Landlord.
14. Tenants shall not paint any of the aforesaid premises. There will be a \$200 charge to repaint any painted walls.
15. Lessor discourages cigarette, pipe or cigar smoking in and around the premises. Cigarette, pipe or cigar smoking or any tobacco related product shall not constitute ordinary wear and tear. Lessor reserves the right to deduct from Lessee's security deposit for all damages and/or costs associated with the cleaning, repair/repainting of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing, sealing and repainting of walls and ceilings and repairing/replacing the carpets and/or pads.

16. Lessor informs lessee that proper use of the plumbing system is requested and required. In the event that the sewer system is blocked due to Lessee's negligence it will be repaired at their expense. This includes, but is not limited to, the overloading of system with paper, foreign objects, tampons or sanitary napkins.
17. In the event of apartment lockout, Lessee understands that Lessor shall provide entry services within 24 hours at a cost of \$40.00 per occurrence to be paid in full upon delivery of the service.

\_\_\_\_\_  
(Each Tenant must Initial)