

LEASE AGREEMENT

DATE OF LEASE: _____
CONTACT #: _____
EMERGENCY: _____

This LEASE is entered into this day by and between the Owner _____ (hereinafter "Lessor"), and Lessee(s) listed on the last pages of this lease (hereinafter Lessee(s)) in consideration of the mutual covenants and agreements set herein. This lease is to be administered on behalf of the Lessor by _____ (hereinafter referred to as "Property Manager", "Property Management"), Lessor and Lessee(s) agree as follows:

INITIAL OF LESSEE(S) _____ WITNESS: _____

SIGNATURE OF LESSOR: _____

ADDRESS: _____

MAXIMUM OCCUPANCY: _____ PERSONS

TERM OF LEASE: STARTING: _____ - ENDING: _____

RENT PER SEMESTER / MONTH (circle one): \$ _____ - TOTAL RENT DUE: \$ _____

DEPOSIT: \$ _____ Paid by Each Lessee

RENT DUE:

TIME BEING OF THE ESSENCE, A late payment fee of \$15 per day will be STRICTLY enforced.

Mail Rent Payments To:

1121 Dubois Road
Franklin, Ohio 45005

or pay directly to:

Chase Bank _____
Account Name _____
Routing Number _____
Account Number _____

COVENANTS of the LESSEE(S): LESSEE(S) COVENANTS and AGREES TO THE FOLLOWING:

- 1. JOINT LIABILITY: Rent can be paid by cash, check, or ACH. The Lessee(s) hereby agree that they are jointly and severally liable for the performance of all obligations created by the contract or imposed by law. Each Lessee guarantees the faithful performance of this contract by all other Lessee(s).

Each Lessee under this Lease is jointly and severally (individually) liable to Lessor for the total rent due for the Premises, together with any and all damages and any other miscellaneous charges. If one of the Lessee(s) fails to pay rent, damages or other miscellaneous charges, then any one of the other Lessee(s) or any number of other Lessee(s) may be held liable by Lessor for such unpaid rent, damages or charges. However, Lessee(s) making payments on behalf of a defaulting Lessee have the right to demand reimbursement from this defaulting Lessee.

Everyone who is currently signed on the lease is responsible for the rent. This means that the Lessor may enforce the lease terms and pursue remedies for default under the lease terms against one or more of the named Lessees together, at Lessor's option. Remember, while Lessees may have an agreement among each

other (your fellow housemate Lessee(s)) to pay equal shares of the rent that is an agreement between housemates and has no bearing on the Lessor's rights. For example, if you have an agreement among your housemate Lessee(s) to pay equal shares of the rent and one roommate fails to pay their agreed share, each lessee is still fully responsible and liable for the rent. Everyone is also liable for late fees if the rent is not paid on time. By signing this lease agreement, Lessee(s) agrees to willfully enter into joint liability.

2. **SECURITY DEPOSITS:** Each Lessee shall deposit with Lessor the total sum of \$_____. No one will be permitted to move in to the house / apartment until 100% of the deposit has been received from all Lessee(s). This damage deposit shall serve as a fund from which Lessor may receive reimbursement for unreasonable wear and tear of the apartment, or for any other amounts legally due and owing, including amounts to Lessor for damages Lessor suffered by Lessee(s)' failure to comply with their responsibilities as set forth. At the end of the lease period, the cost to clean any carpets in the property will be deducted from the overall security deposit.

Lessee(s) shall be entitled to a full refund of this security deposit, less carpet cleaning; water transfer fee; unpaid utilities; unreturned keys; unreimbursed service charges; government fees or fines against the Premises for violation (by the Lessee(s) or guest), if applicable, if Lessee(s) pay the amounts due under this Lease and if Lessee(s) return the Premises in the same condition as it was in when Lessee(s) received possession, except for ordinary wear and tear.

After the lease has expired and ALL the Lessee(s) have VACATED THE PREMISES, then the premises will be examined by Lessor to ascertain damages. Lessor shall return Lessee(s)' security deposit to Lessee(s)' forwarding address, or last known address if no forwarding address provided, together with a statement itemizing deductions, if any, within thirty (30) days of:

- a) **The termination of this Lease;**
- b) **Lessees' return of possession including keys and the issuance of key receipt.**
- c) **Property Management's receipt of Lessee's forwarding address.**

If the security deposit is insufficient to compensate Lessor for the damages, Lessor shall give written notice to Lessee(s) of the nature and amount of the deficiency. Lessee(s) shall pay the amount of the deficiency to Lessor within thirty (30) days of receipt of such notice.

3. **CHARGES:** A charge of \$25 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Lessor or Property Manager by any financial institution as a result of the check not being honored. If Lessee(s) does not pay rent on time, Lessee(s) will be delinquent and all remedies under this lease agreement will be authorized.

4. **GENERAL UPKEEP AND COMMUNITY POLICIES:** Lessee(s) is responsible for the implementation of the following items at your expense.
- a. Lessee(s) shall be responsible for the replacement of smoke alarm batteries and carbon monoxide detector batteries that expire during Lessee(s)' tenancy and Lessee(s) shall be responsible for the replacement costs of any fire extinguisher, which is discharged or loses its pressure during Lessee(s)'s tenancy.
 - b. Lessee(s) is responsible for plunging clogged toilet. Lessee(s) is responsible for any damage related to flushing a clogged toilet.
 - c. Lessee(s) shall be responsible for replacing any burned out fixture and appliance light bulbs.
 - d. Lessee(s) agrees to keep the Premises in a safe and sanitary condition. Lessee(s) shall be responsible for general housekeeping of the property which includes, but is not limited to cleaning of the floors, sinks, commodes, appliances, bathrooms, kitchens, and removal of mildew, mold, dust, debris, and litter. Lessee(s) will be responsible for cost to clean property following move out, if necessary.
 - e. Lessee(s) shall be responsible for hanging shower curtains and liners and using them properly and removing them when Lessee(s) vacate.
 - f. If Premises is a house, Lessee(s) is responsible for snow and ice removal from the sidewalks adjacent to Lessee(s)' residence. If Premises is an apartment, Lessor is responsible for snow and ice removal from the sidewalks adjacent to Lessee(s)' residence. g. If Premises is a house, Lessee(s) shall keep the exterior part of the property (yards, porches, decks, common hallways) free from trash, litter, & unappealing clutter. If Premises is an apartment, Lessor shall keep the common hallways free from trash, litter, & unappealing clutter.
 - h. Lessee(s) shall take special care in maintaining the quality of all flooring in the property. Use furniture pads on hardwood flooring. Do not drag furniture across any flooring because Lessee(s) will be responsible for any damages that may cause.

- i. Lessee(s) should only flush human waste and toilet tissue down the commode. The plumbing in your house / apartment is in good working order, tampons and disposable personal items are to be wrapped and placed in trash containers – never in the toilet.
 - j. Lessee(s) is responsible for ensuring that any dehumidifier supplied by Lessor is plugged in and operating. In the event that a dehumidifier is not functioning, Lessor will replace at no cost to Lessee(s).
 - k. Lessee(s) is responsible for any damage to the house / apartment including but not limited to damage caused by visitors, guests, vandalism, theft, crime, parties, kegs, mischief, or any other damage.
 - l. Cement blocks are not permitted on the property at any time.
 - m. Lessee(s) cannot use sticky tack on walls. Lessee(s) will be responsible for damage to floor and walls caused by sticky-tack, or any other adhesive.
 - n. Lessee(s) must clean up any gum left on floors. Lessee(s) will be responsible for damage to floor caused by gum.
 - o. Lessee(s) may not place kegs of beer inside the house / apartment.
 - p. Lessee(s) is responsible for normal cleaning and housekeeping. q. Lessee(s) and all guests must comply with any written community rules and policies, including instructions for care of the property. Any rules are considered part this Lease Agreement. Lessor may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.
5. **RESPONSIBILITIES OF LESSOR:** Lessor and Property Manager shall:
- a. Comply with all applicable building, housing, health, and safety codes;
 - b. Make all repairs and do whatever is necessary to put and maintain the Premises in a fit and habitable condition per Ohio Law;
 - c. Be available 24 hours for emergency maintenance requests: ###-###-####
 - d. Maintain the lawn and landscaping of the premises.
 - e. Ensure that Lessee(s) have access to running water, and reasonable amounts of hot water and heat.
 - f. Exterminate any harmful insects, or other animals on the Premises; should there be a problem, Lessor will hire an exterminator to come to the property and treat for pests.
 - g. Respect Lessee(s) right to privacy and, except in the case of emergency or Lessee(s) request, give Lessee(s) 24 hours of intent to enter the Premises and enter only during reasonable hours. Lessor and Property Manager agree to enter only after knocking, to leave the Premises in as good a condition as when entered, to clean and remove all dirt or debris that result from the performance of maintenance and repairs, and to lock the Premises when leaving unless otherwise requested by Lessee(s);
 - h. Provide Locks. Each front & back door will have a functional lock. Lessor will provide a lock on each bedroom door *at Lessee(s)' request*.
 - i. Lessor or Property Manager will accompany City or County employees during all City or County inspections of the property. For the safety of Lessee(s), Lessee(s) agrees not to permit access to property to any person from the City or County without Lessor or Property Manager present.
 - j. If the premises is an apartment, Lessor will keep all common areas of the premises in safe and sanitary condition.
6. **TERMINATION PRIOR TO BEGINNING OF LEASE:** In the event that Lessee(s) choose to terminate lease prior to the beginning of the lease term for any reason, they are still bound by all covenants of this lease and annual rent will be due in full on the first day of the term of the lease.
7. **ROOMMATE REMEDIATION:** An internal conflict between you and your roommate(s) is not grounds to terminate the Lease. Lessor is not responsible for resolving these conflicts between Lessee(s).
8. **CHANGE IN STATUS:** Change in status of Lessee(s) including but not limited to academic transfer of schools, illness, divorce, academic suspension, incarceration, and injury are not grounds to terminate the Lease.
9. **RELEASED FROM LEASE:** A Lessee(s) can only be released from this lease agreement if other Lessee(s) remain on this lease agreement. The remaining Lessee(s) must be able to fulfill all financial obligations that pertain to this lease; including unpaid rent. A Lessee(s) can only be released if all Lessee(s) request this in writing.
10. **LESSEE(S) REPLACEMENT:** In the event that any Lessee(s) for any reason determines that they would like to vacate the premises after the lease has been executed, but prior to the end of the lease term, they must either find a suitable replacement to assume financial and legal liability or pay all outstanding rent. Lessor assumes NO RESPONSIBILITY for finding a replacement Lessee(s) prior to, or during the lease agreement period. In the event that Lessee(s) decides that the Lessee(s) will not be returning, or would like to terminate the lease agreement, it is understood by Lessee(s) that the Lessee(s) will be responsible for all rent per lease agreement.
11. **SUBLET/ SUBLEASE / ASSIGNMENT POLICY:** Lessee(s) agrees NOT to Sublet, Sublease, or Assign said premises, or any part thereof, without the written consent of the Lessor. Lessor agrees not to unreasonably withhold consent for Lessee(s) to sublet, sublease, or assign said premises.

12. PREMATURE VACATING OF PREMISES: In the event that one or more Lessee(s) named in this lease desires to vacate the premises for any reason, it is not the obligation of the Lessor or Property Manager to find suitable sub-Lessee(s) for the premises. If Lessor is notified in writing of the Lessee(s) desire to vacate the premises, Lessor will assist in the search for a replacement. The undersigned Lessee(s) will be responsible for all obligations (including unpaid rent) under this lease agreement. Any assistance given in securing replacement Lessee(s) by the Lessor shall in no way excuse the Lessee(s)' rent obligation or any other obligations enumerated herein.
13. FIRE / NATURAL DISASTER: Should fire or natural disaster destroy or damage said premises so as to make them untenable, this lease shall cease from date of fire or natural disaster and rent will be refunded prorated to date of fire.
14. LESSEE(S) SAFETY AND FIRE PREVENTION: Lessee(s) shall not engage in any acts which would violate or increase the fire insurance policy on said premises. Lessee(s) will immediately report to Property Manager any unsafe conditions or fire hazards.
- a. ELECTRICAL and GAS SYSTEMS: Lessee(s) agrees to properly operate all electrical and gas fixtures and appliances properly. Lessee(s) agrees that the electrical systems are operable, however their capabilities are limited and they should not be overloaded (i.e. using multiple hairdryers at one time). Lessee(s) agrees to use surge protectors for all computer systems. Extension chords are prohibited.
- b. SMOKE ALARMS: Lessee(s) will regularly test smoke alarms and replace batteries as needed during Lessee(s)' lease term. Lessee(s) will not remove batteries from smoke alarms. Lessee(s) must immediately report smoke alarm malfunctions to the Property Manager. Neither the Lessee(s) nor any visitors to the premises may disable smoke alarms. Lessee(s) will be liable to others and the Lessor for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging a smoke alarm or from your failure to replace a dead batter or report malfunctions to the Property Manager.
- c. CARBON MONOXIDE DETECTORS: Lessee(s) will regularly test carbon monoxide detectors and replace batteries as needed during Lessee(s)' lease term. Lessee(s) will not remove batteries from carbon monoxide detectors. Lessee(s) must immediately report carbon monoxide detector malfunctions to the Property Manager. Neither the Lessee(s) nor any visitors to the premises may disable carbon monoxide detectors. Lessee(s) will be liable to others and the Lessor for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging a carbon monoxide detector or from your failure to replace a dead batter or report malfunctions to the Property Manager.
- d. FIRE EXTINGUISHERS: Lessee(s) will notify us if Lessee(s) or anyone discharges a fire extinguisher on the leased property or any extinguisher is missing or not fully charged.
- e. SMOKING: Smoking is not permitted in any of our properties. Lessee(s) will be charged for painting of the walls due to smoke damage.
- f. CANDLES: Lessee(s) will refrain from burning candles when Lessee(s) are not in the vicinity of the candle or are sleeping.
- g. INGRESS/EGRESS: One standard size window per room must be free and clear of all objects and furniture for means of egress (exit). The stairways, entry passage halls, and public corridors shall not be obstructed by Lessee(s) or Lessee(s)' belongings (For example, bicycles, furniture, etc.) or used for any purpose other than ingress (enter) or egress (exit). Lessee(s) will keep the leased property clear of excess debris and other fire hazards. Lessee(s) will keep clear access to all doors and fire exits.
- h. FIREPLACES: You agree that all fireplaces are inoperable and will not be operated.
- i. MECHANICAL SYSTEMS STORAGE ROOMS: (i.e. rooms with water heaters, furnaces, etc.). Lessee(s) agree to not store any personal items in these rooms or use them for any reason whatsoever.
- j. OUTDOOR OPEN-FLAMES: Tiki torches, fire pits, open outdoor flames, or grills can not be used on attached porches or decks and when in use must be at least 10 feet away from the property.
- k. OUTDOOR FURNITURE: Placing upholstered furniture of any kind on the front porch, roof, or yard is prohibited. It will be removed at Lessee(s)' expense and may result in a citation from the City for which Lessee(s) are fully responsible.
- l. STRUCTURAL CHANGES: Lessee(s) shall make no structural changes of any nature in the apartment, including major redecorating, without first obtaining consent from the Lessor in writing.
- m. ROOF: Lessee(s) agrees to stay off of the roof of structure at all times with the exception of a fire or like emergency. In the event that Lessee(s) is found on roof, or evidence of misuse of roof is found, the entire deposit will be forfeited and used for future maintenance of the roof.
- n. SHOWERS: Lessee(s) should wipe down walls in bathrooms after showers to prevent mildew.
- o. DESIGNATED SLEEPING AREAS: Lessee(s) are only allowed to sleep in designated sleeping areas of the premises. If anyone is found sleeping in a non-designated sleeping area, Lessee(s) may be evicted for non-compliance and breach of this agreement. Please view the floor plans (available at Property Manager's office) of said premises so Lessee(s) are aware of, accept and agree to the designated sleeping areas.

17. NO ILLEGAL USE: Lessee(s) shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried out upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Lessee(s) is to immediately dial 911 or call emergency personnel, and the Property Manager. Lessee(s) shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon convictions of Lessee(s) or any of the Lessee(s)'s family or invitees, licensees, and/or other guests for illegal act or omission up the leased premises, whether known or unknown to the Lessee(s).
18. TRASH: All garbage or refuse must be disposed of in a proper manner. The city will pick up refuse on a designated day during the week in a dumpster that is part of the garbage service. If Lessor or Property Manager receives a call from the city about trash around Lessee(s)'s premises, the Property Manager will contact Lessee(s). If it is not cleaned, the Property Manager will have it cleaned at Lessee(s)'s expense. Lessee(s) will be assessed any fines levied by the City for violations pertaining to trash. When Lessee(s) move out, the yard is required to be clear of trash and party debris.
19. CITATIONS: By signing this agreement, Lessee(s) accept full responsibility for all citations issued against them.
20. DAMAGE TO HARDWOOD FLOORS: In the event that your property has refinished hardwood floors, and they are seriously damaged during your stay, you will be charged the cost to refinish damaged flooring. Damaged High Heels will puncture hard wood and damage floor. Please inspect high heels to ensure that they are not damaged prior to walking on hardwood floors. Lessee(s) will be held responsible for damage to hardwood related to walking on floor with damaged high heel shoes. Be careful not to leave gum or sticky-tack on the floor. This will damage the floor and you will be charged to professionally refinish the floors.
21. HEAT CONTROL: When departing for break or vacation, Lessee(s) shall set their thermostats at no lower than 55 degrees. If damage to pipes occurs because of disregard for this covenant, said damages shall be the responsibility of the Lessee(s), as well as any structural damages and costs of repair.
22. COVENANT TO ABIDE BY OHIO LAW: NOTICE: Serving alcohol to individuals under the age of 21 is not permitted by the State of Ohio. Lessee(s) agrees to abide by this and all applicable State and Federal Laws.
23. STUDENT RENEWAL / SUMMER: Should Lessee(s) and Lessor agree to renew the lease, and the lease follows the school year schedule, the summer between current lease and renewal will be included at no extra fee.
24. UTILITIES: The Lessee(s) shall obtain and pay for following utilities indicated by an "x": Water___, Electric___, Gas___, Heat___, Telephone___, Cable Television___, Internet___, Trash___ . For safety reasons, Lessee(s) may not terminate utilities during period of occupancy. The Lessor shall obtain and pay for following utilities indicated by an "x": Water___, Electric___, Gas___, Heat___, Telephone___, Cable Television___, Internet___, Trash___.
25. HOUSE SIGNS: Lessee(s) is permitted to have a house sign. Should you wish to hang a house sign, Lessor will hang this on the Building at no cost to Lessee(s). Once house sign has been attached to the house, it is the property of the Lessor. Should the sign be removed, Lessee(s) will be charged the cost to repair any damage related to its removal and to replace the sign. All signs must be approved by Lessor and the City.
26. PERSONAL PROPERTY STORED ON PREMISES: The Lessor uses the summer to prepare the property for move-in. In the event that Lessee(s) wishes to store belongings at the property prior to inception of lease, Lessor agrees to allow Lessee(s) to place one temporary portable storage unit on the exterior of the residence. Any storage unit placed on property is subject to approval by the City. Lessor accepts no liability for the any storage unit placed on property or contents thereof. In the event that Lessee(s) fail to remove all of his or her personal property from the premises upon the termination of the lease, the Lessor may, at his option, remove all or any part of said property in any manner that Lessor sees fit. Upon any termination of the lease, Lessor shall have a lien upon the personal property and effects of Lessee(s) in said premises.
27. OCCUPANCY AND USE OF PROPERTY: The City and/or Lessor strictly forbids any house / apartment to exceed the Maximum occupancy stated on Page 1 of this lease. This is in place for the safety and welfare of the Lessee(s). If the number of occupants exceeds the number of occupants on the City housing permit, the extra Lessee(s) will be evicted and the entire security deposit will be forfeited. Only those persons whose names appear on the lease may occupy the residence. The residence is to be occupied for the sole purpose of private housing. Lessee(s) agree to use the house / apartment in a safe manner. Lessee(s) agrees to comply with all applicable state and local housing, health safety codes, to observe and abide by all rules and regulations which are made a part of this lease and to observe all reasonable rules and regulations which may promulgate in the future, in writing by the Lessor.

28. CONDITION OF PREMISES: Lessee(s) hereby accept the premises in its present condition at the date of execution of this lease with the exception that the interior will be cleaned and painted, and any obvious repairs completed prior to your taking occupancy. Any repairs you wish to make sure are done prior to your occupancy should be requested in writing as a condition of this lease. Lessee(s) shall keep the said premises and the walls, ceilings, floors, woodwork, paint, wallpaper, plastering, plumbing, pipes, fixtures, globes and glassware, and appurtenances thereto in said premises in a clean, sightly and healthy condition, all at Lessee(s)' own expenses, said property shall be delivered back to Lessor, upon vacating the premises, whether such vacating shall occur by expiration of the lease, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightlines as the date of execution. Hereof, reasonable usage excepted or loss by fire excepted where caused without fault on the part of the Resident. Within 10 days of the inception of the lease, Lessee(s) should provide Lessor with a list of any pre-existing damages or issues. Lessee(s) will be charged a cost to clean house / apartment and paint all walls that are damaged beyond normal wear and tear.
29. DAMAGES: Lessee(s) agrees to pay for damages due to Lessee(s)'s negligence including but not limited to parties, guests, crime or vandalism, overflowing toilet or sink, and mysterious damages.
30. DELAY IN REPAIRS: Lessee(s) agrees that if any repairs to be made by the Lessor are delayed by reasons beyond the Lessor's control, there shall be no effect on the obligations of the Lessee(s) under this lease.
31. CURTAINS, DRAPES & BLINDS: Lessor does not furnish blinds, curtains, drapes, or window shades.
32. ENTRY & WAIVER: After 24 hours' notice, Lessor may enter to inspect, show or make repairs. A request for repairs shall be deemed a waiver to enter by signing this lease. Lessor may enter immediately for any emergency repair to prevent further damage to the premises. By signing this lease, Lessee(s) grants permission to Lessor and its agents to provide tours of the property to prospective Lessee(s) during the leased period. This is subject to either the new prospective Lessee(s), or Lessor giving reasonable notice to present Lessee(s).
33. TIME OF OCCUPANCY: Occupancy will be granted after 12PM on the date of lease inception. **No keys will be dispersed during the weekend.** If you are moving in over the weekend, you must make arrangements to pick-up a key prior to the time of move.
34. PAINTING: Painting of any surface in the house/ apartment or the application of wallpaper is prohibited unless written permission is obtained in advance from Lessor. In the event that any walls are painted, Lessee(s) must return walls to a color of white. Lessee(s) will be charged the cost to repaint any wall or cabinet that is damaged or dirtied beyond normal wear and tear.
35. NOTICE: The Lease agreement is not automatically renewable. Lessor reserves the right to not-renew lease for any reason. Lessor reserves the right to lease this property to another party following the lease term with no notice to you.
36. LIABILITY: Lessor and/or Property Manager will not be liable for personal injury including wrongful death or losses or damages to person or property of Lessee(s), Lessee(s)' guests or occupants caused by theft, burglary, rape, assault, battery, arson, mischief, or other crime, vandalism, fire, smoke, water, lightening, insects, animals, act of god, rain, flood, hail, mold, ice, snow, explosion, interruption of utilities, acts of others, or any other cause other than gross negligence of Lessor or its representatives. Lessee(s) agree to indemnify and hold harmless the Lessor and its representatives/agents from any negligence of the Lessee(s), including reasonable Attorney fees and costs. Lessee(s) shall not carry, have, or possess a firearm on the property at any time. Lessee(s) may not have a trampoline on the property at any time.
37. ADVERTISING ENFORCEMENT: Any repairs or improvements promised to be made to the property prior to or during the Lessee(s)'s occupancy stated in any advertisement or stated on any web site must be written in to this lease agreement and signed by all parties. Furthermore, it is the Lessee(s) responsibility to inspect the property and to verify all of the information that they believe about a property to be true including number of bedrooms, bathrooms, types and quality of amenities, etc. Lessor and its agents cannot be held responsible for any information in any advertisement or on any website that proves to be incorrect.
38. NO VERBAL AGREEMENT: This written lease sets for the entire agreement. Lessee(s) acknowledges that no representations, written, or verbal promises have been made by the Lessor, their agent, or staff that

any improvements or repairs will be made to the property prior to or during the Lessee(s)'s occupancy unless written into this lease agreement and signed by all parties.

39. ACKNOWLEDGEMENT: Lessee(s) acknowledge that they have inspected the location and/or blueprints and that they are satisfied with the suitability for their intended residential use. It is understood that many older houses / apartments will have a variety of imperfections. Lessor **does agree** to perform routine maintenance according to the primary lease.
40. INVOICE: This lease should be considered your invoice. As a courtesy, Lessor will send a reminder invoice electronically to the email address listed on the signature page of this lease.
41. COVENANT NOT TO SUE: In consideration of this lease (including the consideration asserted herein) individually and collectively covenant not to sue Lessor or the Property Manager *vis-à-vis* participation as plaintiffs or as class participants in the litigation in the event that any part of the case is certified as a class action. Lessee(s) further covenant that they shall elect to decline class participation if certification occurs. Furthermore, Lessee(s) covenant not to sue Lessor or the Property Manager in any independent litigation; provided however, Lessee(s) may exercise rights to alternative dispute resolution as provided in this lease.
42. ALTERNATIVE DISPUTE RESOLUTION: In the event of an irreconcilable dispute among the parties to this agreement or if litigation is brought in any state or federal court, relating to, arising out of or concerning the lease, addendum or Lessor-Lessee(s) relationship, the parties hereby agree and covenant with each other to waive and give up the right to a jury trial and to submit all manner of causes of action, controversies, differences, claims or demands whatsoever, whether of fact or of law or both, to be resolved at the request of any party through a two-step dispute resolution process administered by Judicial Alternatives of Ohio, Inc. (J.A.O.) or its successor, or comparable service as followed: 1) mediation before a retired judge or justice from the J.A.O. panel followed, if necessary, and 2) by a trial on order of reference conducted by a retired judge or justice from the panel of Judicial Alternatives of Ohio, Inc. or its successor, or comparable service appointed pursuant to the provisions of Ohio Revised Code Section 2701.10 or any amendment, addition or successor section thereto to try, determine and adjudicate the case in its entirety. The parties intend this reference agreement to be specifically enforceable in accordance with said section.

In the event either party should petition J.A.O. for temporary or preliminary injunctive relief pursuant to Rule 65 of the Ohio Rules of Civil Procedure, a retired judge shall be selected from the J.A.O. panel, by the J.A.O. without agreement of the parties as to the selection of the judge and the parties specifically waive their right to mediation prior to adjudication of such request for relief under Rule 65 of the Ohio Rules of Civil Procedure.

Should the provision be ruled invalid then the parties agree to be bound by the Federal Arbitration Act and proceed with arbitration in accordance with the rules of Judicial Alternatives of Ohio, Inc. and its successor, or comparable service. If the parties are unable to agree upon a member of the panel to act as a judge then one shall be appointed by the Presiding Judge of the Common Pleas Court of the county wherein the hearing is to be held. The parties further agree to assume full responsibility for providing facilities, equipment, and personnel reasonably needed by the retired judge during his/her consideration of the action or proceeding and to pay in advance, to the retired judge, the estimated reasonable fees and costs of the trial or proceeding, as may be specified in advance by the retired judge in accordance with his/her customary fee schedule. The parties shall initially share equally, by paying their proportionate amount of the estimated fees and costs of the retired judge. Failure of any party to make such a fee deposit shall result in a forfeiture by the non-depositing party of the right to prosecute or defend the cause(s) of action which is (are) the subject of the reference, but shall not otherwise serve to abate, stay or suspend the reference proceeding.

43. RESTITUTION OF PREMISES: In the event of Lessee(s)' nonpayment of rent, Lessor or Lessor shall nevertheless have the right to exercise its remedies pursuant to R.C. Chapter 1923 for restitution of the premises.
44. INDUCEMENT: The parties acknowledge that the Covenant Not to Sue and Alternative Dispute Resolution clauses are a material inducement to enter into this agreement.
45. SPECIFIC ENFORCEMENT: The rights, duties, and covenants set forth herein are intended by the parties to be specifically enforceable.
46. SEVERABILITY: The unenforceability of any term or covenant of this agreement shall not affect the enforceability of the remaining terms and covenants.
47. LATE PAYMENTS: Lessor will make no exceptions regarding late payments; fees will be enforced to the fullest extent of the law.

48. MOVE-OUT PROCEDURE: Lessee(s) must vacate premises no later than 12:00PM on date of lease termination. Lessee(s) will receive a move-out packet prior to the termination of the lease. Lessee(s) may not leave any clothing, personal items, or furniture including couches, beds, chairs, tables, lofts, dressers, electronics, valuables, boxes, or any other items not present at time of move-in. In the event that these items remain after the last day of the lease, all furniture will be removed and the cost to do this will be deducted from any remaining security deposit. Keys must be returned to the office at move-out. In the event that Lessee(s) chooses to remain in property after move-out date, lease will be considered a month-to-month lease extension, and Lessee(s) will be billed at a prorated rate of the current rent plus an additional \$20. Lessee(s) agrees that Lessee(s) may not remain in property in excess of two months past the date of move-out listed on Page One of this Lease Agreement. After two months a lease renewal will be needed. Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and release the apartment; determine any security deposit deductions;
49. ABANDONMENT: Abandonment shall be defined as the absence of the Lessee(s) from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid, whereupon Lessee(s) will be considered in breach of the lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of the Lessor under this lease or applicable Ohio law, except that in case of abandonment, the Lessor or property manager may immediately or any time thereafter enter an re-take the leased premises as provided by applicable Ohio law, and terminate this lease without notice to the Lessee(s).
50. REGULATIONS: Lessee(s) agrees to observe and abide by all rules and regulations which are hereinafter made a part of this lease, and to observe all reasonable rules and regulations which may be promulgated in the future, in writing, by the Lessor.
51. NO PETS: No pets of any kind shall be allowed at any time. Failure to observe this rule will constitute a breach of this agreement on the part of the Lessee(s) and an eviction notice will be issued to all Lessee(s). In the event of an animal related eviction, Lessee(s) will remain financially responsible for the payment of all rent for the lease term outlined in this agreement. Should an animal be found on premises, Lessee(s) will be liable for paying the full cost to replace all carpet in the property, replace any damaged hardwood flooring, and professionally clean all ductwork. Lessee(s) agrees that if a pet is found on said premises, the entire security deposit shall be retained by Lessor as payment for latent damages. This applies to all non-human creatures.
52. STUDENT FINANCIAL AID: In the event that a Lessee is on student financial aid, Lessor will agree to waive late fees should proof of financial aid be provided to Lessor in writing *prior to inception date of this lease agreement*.
53. PARKING: If parking is available on the premises, Lessee(s) will park on the property at Lessee(s)'s own risk. Lessor may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. The Property Manager may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes. No automotive repair work other than minor tune-ups shall be performed in the parking area or any other common area on the property. If vehicles parked in driveway are blocking others from leaving/returning they may be towed at vehicle-Lessor's expense (if they cannot be reached).
54. MEGAN'S LAW: By signing this lease, the Lessee(s) agrees that they have performed or have waived research regarding registered sex offenders in the area with the office of the County Sheriff. Lessee(s) also understand that the presence of a registered sex offender in the area is not a legal or acceptable reason for breaking a signed lease.
55. LEAD-BASED PAINT DISCLOSURE: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based pain and/or lead-based paint hazards in the dwelling. Lessee(s) must also receive a federally approved pamphlet on lead poisoning prevention.
56. MILITARY PERSONNEL: Lessee(s) may terminate the lease agreement if the Lessee(s) enlists, is drafted or commissioned and on active duty in the Armed Forces of the United States. Lessee(s) must give Property Manager written notice of termination, 30 days prior to the termination date. Lessee(s) must provide us proof that Lessee(s) qualifies for this limited exception.
57. FORCE MAJEURE: Lessor shall be excused from performance of obligations if the Lessor is prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond Lessor's control.

58. RENTER'S INSURANCE: Lessor strongly encourages Lessee(s) to purchase renter's insurance. If renter fails to purchase renter's insurance, they are electing to self-insure themselves. If self-insured, a renter agrees that they will not have any claim, whatsoever, against the building Lessor should they, or any minors, any guests become injured on the premises or their personal property, or property of their guests is stolen, damaged or destroyed on the premises. A self-insured renter also agrees that self-coverage means that they accept liability for damages to the premises and/or other residents' personal property that they or their minor children, or guests may cause, whether by intentional or unintentional act, accident, mishap, etc. The Lessee(s) will hold harmless the building Lessor, in all cases of destruction, damage, and /or theft of my personal property, personal property of my minor children, or guests as well as in all cases of injury to my guests, my minor children, or myself.

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SIGNATURES OF JOINT AND SEVERAL LESSEES'

COVENANT OF LESSEE(S):

I / we, the undersigned, jointly and severally guarantee that I / are eighteen years of age and have read and understand the terms of this lease and intend to become legally bound upon execution of this lease and have or will receive a copy of this agreement. I / we agree by signing this lease that I / we have read the lease thoroughly and completely and if I / we did not understand any of the terms or conditions of this lease I / we consulted or had the right to consult an attorney, parents, or someone who could explain what I / we were signing. I / We recognize that once this lease is executed, that Lessee(s) will be responsible for full amount of rent. I / we also agree that I / we have inspected the premises and are leasing the apartment or house as is with NO required undertakings by the Lessor except as agreed upon in writing and attached to this document prior to the signing of this lease.

DO NOT sign this lease if you are uncertain about your status for 2015-2016

Lessee #1:

Lessee Signature _____ **Date Signed** _____

Lessee's Name _____

Deposit Paid \$ _____ **Date Paid** _____

Lessee #2:

Lessee Signature _____ **Date Signed** _____

Lessee's Name _____

Deposit Paid \$ _____ **Date Paid** _____

Lessee #3:

Lessee Signature _____ **Date Signed** _____

Lessee's Name _____

Deposit Paid \$ _____ Date Paid _____

Lessee #4:

Lessee Signature _____ Date Signed _____

Lessee's Name _____

Deposit Paid \$ _____ Date Paid _____

Lessee Information

Lessee's Name _____

E-MAIL _____

Cell Phone _____

Permanent Home Phone _____

Home Address _____

City, State, Zip _____

Soc Security # _____

Graduation Year (if student) _____

**Parent Email 1 (if student) _____

**Parent Email 2 (if student) _____