

LEASE

This lease is made this 4<sup>th</sup> day of May, 2014 by and between Terry and Kathy Dudley, 6744 Contreras Rd, Oxford, Ohio 45056, hereinafter referred to as Lessor, And \_\_\_\_\_, hereinafter referred to as Lessee.

Lessor hereby leases to Lessee and Lessee hereby lets from the Lessor the premises commonly known and hereinafter referred to as the "leased premises" located at 101 E Spring St #1, Oxford, Ohio 45056. For a term commencing on August 15, 2014 and terminating on May 17, 2015. Delay by Lessor in delivering possession of the premises shall suspend rent due pro rata during such delay, but shall not relieve Lessee of any other obligations nor render Lessor liable for such delay.

In consideration of possession and/ or risk of possession of said leased premises given to Lessee and Lessors surrender of the same, Lessee agrees to pay total rent of \$ 16,800.00. \$ 5400.00 per student, per school year, payable in 2 installments of \$ 2700.00 each, payable on or before August 1, 2014, and December 1, 2014.

Such lease of said leased premises is upon the following agreements, covenants, and conditions.

A. JOINT AND SEVERAL LIABILITY:

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 Lessees fails to pay rent, damages, or other miscellaneous charges, then any one of the other Lessees or any number of other Lessees may be held liable by Lessor for unpaid rent, damages or charges. However, Lessees making payments on behalf of a defaulting Lessee have the right to demand reimbursement from the defaulting Lessee.

B. SECURITY DEPOSIT:

A security deposit of \$ 350.00 per student is due and payable upon execution of this lease. If tenant leased the said premises the previous year his or her security deposit already held by the rental agency will be considered carried over. Failure of an individual Lessee to deliver said deposit at the aforesaid time will cancel and otherwise render this lease agreement null, void, and of no effect with respect to such individual lessee and such Lessee shall forfeit all deposits and rent paid prior to said cancellation.

C. UTILITIES:

Lessee shall be responsible for Electric. Lessee agrees to install these particular utilities in Lessee's name by contacting the appropriate utility offices. Lessee shall pay promptly all utility invoices. Lessee shall conserve all utilities furnished by Lessor, such as, Water, Sewer, & Trash

D. ASSIGNMENT AND SUBLEASE:

Lessee agrees not to assign nor sublease said leased premises without written consent of Lessor. Upon consent by Lessor to sublease, Lessee agrees to pay Lessor 5% of sub leased agreement.

E. RIGHT OF ENTRY:

Lessor or lessor's agents shall have the right to enter and have access to the leased premises at all reasonable and necessary times to inspect the leased premises or for any purpose connected with

repair, improvement, care, and management or in case of fire or other causes for protection of the interests of Lessee and/ or Lessor.

F. DECORATING:

All painting and/or decorating which involves any change or alteration of the leased premises itself exclusive of non-fixed furnishings shall be done at Lessee's expense only after obtaining written consent of the Lessor to such changes and/or alterations.

G. LESSOR'S LIABILITY:

All personal property belonging to the Lessee or to any other person located in or about the building or leased premises shall be there at the sole risk of the Lessee and such other person, and neither the Lessor nor the Lessor's agents shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereto, nor for damage or injury to said Lessee or to any other persons or to other property, caused by water, snow, frost, steam, heat or cold, dampness, falling plaster, seepage, sewers and sewage gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds or any act, neglect or omission of other Lessees or occupants of the building in which the leased premises is located. Lessee agrees to protect and defend Lessor and the Lessor's agents from all losses, costs, or damages sustained by reason of any lessee act of gross negligence or willful misconduct causing injury to any person or property whomsoever or whatsoever due directly or indirectly to the use of the leased premises or any part thereof by Lessee.

H. PETS:

Lessee is expressly forbidden to have, maintain, or house, in the leased premises or any other part of the property, permanently or temporarily, any animal, bird, or reptile. Violation of this provision will be deemed an act of default which shall entitle lessor to all remedies at law including forfeiture of security deposit as liquidated damages and/or eviction pursuant to paragraph k of this lease.

I. RESPONSIBILITIES OF LESSOR:

Lessor shall comply with all duties imposed upon Lessor by the applicable provisions of all state laws, municipal codes, regulations or ordinances governing the maintenance, construction, use or appearance of the Premises and the property of which it is a part, and in particular: a) Lessor shall keep all common areas of the premises in a safe and sanitary condition; b.) Lessor shall make all timely repairs necessary to put and keep the Premises in a fit and habitable conditions; c.) Lessor shall maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating and air conditioning systems, fixtures and appliances; d.) Lessor shall sanitarily dispose of all rubbish; e.) Lessor shall respect Lessee's right to privacy. Except in the case of an emergency, Lessor shall give Lessee twenty-four (24) hours notice of the intent to enter the premises, and agrees to enter only during reasonable hours. Lessor agrees to enter only after knocking, to leave the Premises in as good condition as when entered, to clean and remove dirt or debris that result from the performance of maintenance and repairs, and to lock the rental unit when leaving, unless otherwise requested by Lessee.

J. RESPONSIBILITIES OF LESSEE:

Lessee shall comply with all duties imposed upon Lessee by the applicable provisions of all state laws, municipal codes, regulations and ordinance and in particular: a.) Lessee shall keep safe and sanitary that part of the Premises which Lessee occupies and uses; b.) Lessee shall dispose of all

rubbish, garbage and other waste in a clean, safe and sanitary manner; c.) Lessee shall keep in a clean condition all plumbing fixtures in the Premises; d.) Lessee shall use and operate all electrical and plumbing fixtures properly; e.) Lessee shall not place any foreign objects in toilets or drains; f.) Lessee shall refrain, and forbid any other person who is on the Premises with Lessee's permission, from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or other part of the Premises; g.) Lessee shall use and operate properly any range, refrigerator, washer, dryer, dishwasher or other appliances supplied by Lessor; h.) Lessee shall require other persons on the Premises with Lessee's permission to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the community; i.) Lessee shall inform Lessor of any conditions, whether caused by Lessee or due to normal use of the Premises, which should be corrected in order to preserve the condition of the Premises; and j.) Lessee shall give consent for Lessor to enter the Premises at reasonable times and upon reasonable notice in order to inspect, make ordinary, necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services or exhibit the Premises to prospective or actual purchasers, mortgagees, lessees, workers or contractors. In the event of an emergency, Lessee shall permit Lessor to enter the premises immediately without the usual notice. Lessee shall maintain a thermostat temperature level of not less than 60 degrees F. within the premises at all times; k.) Lessee shall not engage in any acts which would violate or increase the fire insurance premiums on said premises; l.) Lessee shall not permit nor allow persons other than Lessee to occupy or cohabit the premises at any time during the term of this lease; m.) Lessee shall exterminate any insects, rodents or other pests on the premises.

**K. VIOLATION OF LEASE TERMS:**

If the rent herein provided for shall at any time be in arrears or unpaid, or if the Lessee should violate or fail to perform any of the covenants, terms and conditions contained in this lease, this shall constitute a default and a forfeiture of any and all rights of the Lessee under this lease (excepting those enumerated in Section 5321.04 of the Ohio Revised Code), and further occupancy of said leased premises after such forfeiture shall be deemed and taken to be forcible detainer of such premises by such Lessee and will subject Lessee to an action by Lessor for forcible detainer. The security deposit or any portion thereof, shall be applied to unpaid rent.

**L. WAIVER:**

One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waiver or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

**M. STANDARD DEDUCTION:**

Lessee agrees to pay the following charges for actual and liquidated damages:

- Clean out plugged drain, disposal, or toilet due to Lessee's fault - \$35.00
- Keys not turned in upon move out - security deposits withheld
- Carpet cleaning - \$.18 per sq ft upon move out
- Carpet torn, burns, or damaged - Cost to replace
- Walls; damaged or scuffed - Cost to paint or repair
- Unauthorized locking devices on doors - \$15.00
- Fire extinguishers missing or emptied - \$25.00
- Smoke detectors missing - \$25.00 / batteries \$10.00
- Window screens damaged or missing / \$35 - \$50

Lessor will charge any items not mentioned above to the Lessee at the cost of the total replacement.

N. CLEANING AND CHARGES:

Lessee will be charged a general cleaning fee of \$20.00 per hour if it is necessary for Lessor to clean premises upon Lessee's departure.

O. LATE FEES:

Lessee will be charged fees of \$5.00 per day for every day the semester rent installment is in arrears subsequent to a 5-day grace period following the due date of a said semester installment and shall continue until the entire rent installment and all late fees are paid in full.

Lessee will be charged a fee of \$25.00 for any check presented to Lessor which is dishonored and shall immediately pay, in U.S. currency or money order, such dishonored check fee along with the full amount of the dishonored check (no replacement check will be honored). In additions, the provisions of this paragraph concerning late payment will be applicable until such times as the returned check is paid in full as provided herein. These provisions are not in lieu of any other legal remedies available to Lessor or Lessor's agent for nonpayment or late payment of rent by Lessee.

P. LAWFUL USES:

Lessee shall use the Premises in a lawful manner; thus, Lessee shall not permit violations of any laws, including those pertaining to alcohol or drugs. Lessee shall not permit anyone younger than 21 of age to process or consume alcohol on the premises. Lessee shall not serve alcohol on the premises to anyone younger than 21 years of age. Lessee shall use the premises as a residential dwelling; thus, Lessee shall not disturb nor annoy any other residents of the apartment community or the neighborhood. Lessee shall not cause nor maintain any dangerous, noxious, or offensive activity that might constitute a nuisance to others.

Q. ABANDONMENT OF THE PREMISES:

If Lessee shall at any time vacate or abandon said premises and leave any goods or chattels in, upon, or about the premises for a period of fifteen days after such vacation or abandonment or after the termination of Lessee's lease in any manner whatsoever, then the Lessor shall have the right to sell all or any part of said goods and chattels as a public or private sale without notice to the Lessee, all notice required by statute or otherwise being hereby expressly waived and to apply the proceeds of such sale first to the payment of all costs and expenses of conducting the sale or caring for or storing chattels, and second, to apply the balance to and indebtedness due Lessor from Lessee, and third to deliver any surplus on demand in writing to the Lessee. The Lessor is hereby authorized but under no obligation to store such property of the Lessee in any warehouse or other place at the expense of and for the account of said Lessee.

R. DAMAGE OR DESTRUCTION OF PREMISES:

Should fire or any act of God damage said premises so as to make them untenable, this lease shall become null and void and all rights and obligations of all parties thereunder shall be extinguished.

S. LESSOR'S RIGHT TO MAKE FURTHER RULES:

The Lessor or his agent shall have the right to make such other and further reasonable rules and regulations as in their judgment may from time to time be needed for the safety, care, and



cleanness of the premises and the preservation of good order therein and the same to be kept and observed by the Lessee, Lessee's families, visitors, guests, clerks, servants, and agents. Lessor shall not be responsible for the nonobservance or failure of any Lessee to observe these rules and procedures. Charges or additions may be made at any time and are binding upon the Lessee upon sending of written advice of such.

T. HOUSE RULES AND REGULATIONS:

1. Have utilities transferred to Lessee's name immediately before occupancy.
2. A charge of \$20.00 each occurrence shall be charged for lockouts.
3. Lessee shall keep the leased premises safe and sanitary. All trash must be removed during vacation periods to prevent pest infestations. A charge will be made for exterminating the leased premises if Lessor deems it the fault of Lessee's housekeeping.
4. Absolutely no sanitary napkins or tampons shall be flushed down toilets; Lessee will be charged for plumbing repairs resulting from placement the aforementioned, or any other foreign object, therein.
5. Any pets found on the premises at any time will result in loss of entire damage deposit and possible eviction from the premises.
6. No one shall go onto the roof for any reason.
7. Absolutely no parking or driving in the grass; a fine of \$100.00 for each occurrence will be levied
8. No washing of cars on the premise if lessor is paying for the water.
9. Lessee shall under no circumstance turn the heat off completely in said premises during winter months. When departing for break or vacation, Lessee shall set thermostats at no lower than 60 degrees F. If damage to pipes occurs do to disregard of this clause, said damages, as well as structural damage and costs of repair and remodeling, shall be the responsibility of Lessee.
10. Absolutely no grease to be poured in sinks.
11. No changing of locks without Lessor's permission.
12. Lessee is responsible for replacing light bulbs and batteries of smoke alarms.
13. Lessees shall behave, and require other persons on premises with Lessee's consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the apartment community or neighborhood.

Lessor reserves the right to revise House Rules and Regulations at any time, and from time to time, as needed.

The covenants, conditions, and agreements made and entered into by the parties hereto are also declared binding on their respective heirs, successors, and assigns

The undersigned have read and understand the terms herein and intend to become legally bound upon execution of this document and have received a copy of this document

Dated

5-4-14

Signed:

Kathy Dudley

Terry or Kathy Dudley  
6744 Contreras Road  
Oxford, Ohio 45056  
(513) 523-1800

Kathy.Dudley@gmail.com

Lessee Name (please print)

Lessee Name (please print)

Lessee signed

Lessee signed

Home Address

Home Address

Cell #

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