

____ School Year

Student Housing Management
4600 Mason-Montgomery Rd.
Mason, OH 45040
(513)523-9229

____ New Tenants
____ Renewal

LEASE AGREEMENT

On this _____ day of _____, 20____, the Owner/Landlord named **Student Housing Management**, referred to in this Lease as "Landlord", and the person(s) named _____

collectively referred to in this Lease as "Tenant", enter into this Lease, in consideration of Landlord's and Tenant's mutual promises that are stated below. Manager is to be contacted for all maintenance and repair calls and any other questions related to this lease.

1. NOTICES, RENT, DEPOSITS AND COMMUNICATIONS TO LANDLORD:

Any notices that Tenant is required by law to give Landlord shall be addressed to above. All rent, deposits, and other payments shall be made payable and mailed to above. Tenant shall contact above on any notices, communications or other matters Tenant is required to make to Landlord under this Lease.

2. NOTICES, DEPOSITS, AND COMMUNICATIONS TO TENANT: Upon signing this Lease, Tenants shall provide Landlord, in writing, a current address and telephone number where Tenant may be contacted prior to the commencement of the Lease Term.

3. LEASED PREMISES: Landlord leases the following described property:

"Premises" or "Leased Premises" as referred to in this Lease includes the building; any porches, balconies or patios attached to the building; stairwell areas; and any common grounds used by tenants. Premises does not include any garages or detached structures such as sheds, etc.

4. TERM OF LEASE: The term of this Lease commences on _____, 20____, 12:01pm and terminates on _____, 20____, 12:01pm, hereinafter referred to as the "Lease Term".

5. RENT: Tenant shall pay Landlord the total sum of _____ Dollars (\$_____) in consideration for this Lease and the Lease Term. Payment for said rent of the premises shall be made in **TWO (2)** payments as follows:

\$ _____ on or before August 1, 20____
\$ _____ on or before January 1, 20____

Late rental payments shall be subject to a late charge when more than five (5) days past due of \$50.00 plus \$10.00 per day thereafter.

Payment of the late charge shall not cure any default of this Lease by Tenant, nor shall Landlord's acceptance of rent past due or late charges be considered a waiver of any default of Tenant, including Landlord's right to eviction proceedings. Any rental

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payments made by check shall be charged a handling fee of thirty dollars (\$30.00) if the check is returned unpaid.

6. **UTILITIES:** Tenant is responsible for all utility bills for the term of this Lease. Tenant hereby agrees to put all utilities in Tenant's name before the start of the lease. Tenant agrees to hold Landlord harmless of all utility payments except as noted.

7. **SECURITY DEPOSIT:** Tenants shall deposit Three Hundred and Fifty Dollars (\$350.00) per New Tenant with Landlord upon entering this Lease. Renewing Tenants may carry over their previous deposit to this lease, less charges for damages, unpaid rent, or unpaid utilities, if any.

Renewing Tenant Name	Deposit Paid	Date	Charges	Carryover Deposit
_____	_____	_____	-	_____
_____	_____	_____	-	_____
_____	_____	_____	-	_____
_____	_____	_____	-	_____
_____	_____	_____	-	_____
_____	_____	_____	-	_____
_____	_____	_____	-	_____
_____	_____	_____	-	_____

The deposit is security for the faithful performance by Tenant of this lease. The deposit will serve as a fund from which Landlord has the option to obtain partial or full reimbursement for any amounts that Tenant is obligated to pay as rent, damages, or otherwise under this Lease or under the law. Landlord may obtain such reimbursement without prejudicing any other available remedies or rights, including Landlord's right to possession of the premises for nonpayment of rent. In the event that Landlord obtains any reimbursement out of the deposit fund, upon notice Tenant shall immediately redeposit the same amount so that the total security deposit remains unchanged.

If Landlord repossesses the premises because of abandonment, default or breach of this Lease by Tenant, Landlord may apply the security deposit to all damages suffered to the date of repossession. Landlord may also retain the balance of the security deposit to apply to damages that may accrue or be suffered after the date of repossession by reason of Tenant's default or breach of this Lease.

Landlord will return the security deposit less permissible itemized deductions to "Contact Person"; the Tenant Contact Person is (name) _____, (phone/cell) _____, (email) _____. Tenant shall forfeit any amount of the security deposit that Landlord is otherwise obligated to refund if Contact Person fails to provide a correct forwarding address. In no event will the security deposit be returned until Tenant has vacated the premises and delivered possession to Landlord.

8. **PARTIAL PAYMENTS:** Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount in the lease shall be deemed to be nothing more than partial payment on that account. Under no circumstances shall Owner's acceptance of a partial payment constitute accord and satisfaction. Nor will Owner's acceptance of a partial payment forfeit Owner's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

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9. **RENEWAL AND HOLDOVER:** This Lease will not automatically renew. Tenant shall pay fifty dollars (\$50.00) rent each day Tenant occupies the premises or otherwise holds over after the expiration of the Lease Term.

10. **RENTER'S INSURANCE AND LIABILITY:** Tenant is responsible for insurance on personal property and liability. All personal property belonging to Tenant or any other person, located in or about the building or premises shall be there at the sole risk of the Tenant and such other person, and neither the Landlord nor his agents shall be liable for theft or misappropriation thereof, nor for any damage or injury to said Tenant or to other persons or to other property, caused by water, snow, frost, steam, heat or cold, dampness, falling plaster, seepage, sewer or sewage gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment and fixtures of all kinds or for any act, neglect or omission of other tenants or occupants of the building in which the demised premises are located or of any other person or caused in any other manner whatsoever. Tenant agrees to protect, indemnify, and save harmless the Landlord and his agents from all losses, costs, or damages sustained by reason of an act or occurrence causing injury to any person or property whomsoever or whatsoever due directly or indirectly to the use of the demised premises or any part thereof by Tenant.

11. **ABANDONMENT OF PREMISES PRIOR TO END OF LEASE TERM:** Tenant understands that upon signing the Lease, Tenant is obligated to make all rental payments stated in the Lease, and is bound by this Lease even if Tenant abandons or never occupies the premises. Landlord may, in its sole discretion and upon written notice, send to the lease premises notice for accelerated Monthly Payments and declare the remainder of Monthly or Semester Payments due under the Lease (Accelerated Rent), which shall be immediately due and payable. Landlord will make efforts required by law to lease the premises for part or all of the Lease Term. Tenant will be responsible for all costs incurred by Landlord in attempting to obtain a replacement Tenant.

Please be advised that Landlord makes no promises that attempts to find a replacement Tenant will be successful, and further advises that Landlord's experience is that obtaining replacement Tenants during the Lease Term is unlikely. Landlord advises Tenant to notify Landlord at the earliest date if for any reason Tenant does not plan to occupy, and does not want to pay rent for the entire Lease Term, in order to provide Landlord with more time to attempt to obtain a replacement Tenant. Landlord does not obligate itself to find replacement Tenants except to the extent required by law. Any attempt to find replacement Tenants does not constitute surrender or termination of this Lease. If utilities have been shut-off the Landlord may deem the premises to be abandoned.

12. **CONDITION OF PREMISES AT COMMENCEMENT OF LEASE:** Tenant to make a complete check-in report recording damages and defects in the leased premises and give to the manager within two (2) days of the date Tenant moves into the premises. Except as provided in the check-in report, Tenant agrees that the premises are in good and acceptable repair. Tenant further agrees that Landlord has made no promises with respect to the condition of the leased premises other than those in the Lease. If Tenant fails to complete the check-in report, Tenant shall be liable for the condition of the premises upon vacating the leased premises. Tenant agrees to lease the premises in an "as is" condition when shown the premises at the time of signing the lease.

13. **CARE AND USE OF PREMISES DURING LEASE TERM:** Tenant shall assume complete and total liability for any damage to lease premises or fixtures thereof caused by anyone other than Landlord or his agents. Tenant specifically agrees to clean and maintain in good working order and condition any furniture and/or appliances provided by Landlord or his agents. Tenant shall be responsible for normal household maintenance such as replacement

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of light bulbs, fuses, cleaning of carpets, sinks, commodes, replacement of appliance bulbs, painting, snow and ice removal, etc. Tenant shall use care in placing only small finishing nails for hanging pictures. No plasti-tak or tape shall be used; if so, Tenant shall be liable for any damages caused. Tenant shall abide by the "Rules and Regulations" attached at Exhibit A, and any reasonable amendments to these Rules and Regulations that are enacted during the Lease Term upon notification of these amendments.

14. **DAMAGES AND REPAIRS OF PREMISES DURING LEASE TERM:** Tenant shall pay for all repairs to the premises and appliances that are necessary because of Tenant's negligence or abuse. Landlord shall not be liable for personal injury or property damage resulting from the malfunction of any appliances in the unit.

Landlord will make all major repairs as required by law. Landlord shall pay for such repairs, but Tenant shall pay for any repairs necessary because of damage or negligence cause by Tenant. Tenants agree not to put any tampons or sanitary napkins in plumbing system. Any clogged drain will be the responsibility of the tenant if the drain does not have a strainer. Tenant agrees drains have a strainer at the start of lease.

Tenant shall report any damage to Landlord within twenty-four (24) hours of discovering the damage. Landlord will have damages repaired within a reasonable time after Tenant gives written notice of the need for such repairs. Except to prevent further damage, Tenant shall not repair or have repaired any damages. Failure to report needed repairs is negligence per se on the part of Tenant.

Certain damages, in the experience of Landlord, occur with regularity, and Tenant agrees to the following minimum charges for such damages:

Extermination of bugs or other infestations:	\$50.00
Clean plugged drains/disposals due to Tenant misuse:	\$40.00
Keys not turned in/lost, including mailbox key, per key:	\$10.00
Cleaning refrigerator or stove, each:	\$25.00
Repair or replace storm or screen insert:	\$24.00
Remove trash or other items from premises:	\$40.00
Replace smoke alarms/fire extinguishers, each:	\$30.00
Clean bathroom, including tub, shower, toilet lavatory, etc.:	\$50.00
Clean kitchen cabinets, countertop, sink, etc. (excluding appliances):	\$50.00
Painting, per hour:	\$30.00

It is expressly agreed that the Landlord will professionally clean all floors and carpets and deduct the actual cost from the Tenants's deposit.

All items not listed above are charges to Tenant at the estimated cost of total replacement, labor and material.

15. **TERMINATION OF LEASE:** One (1) week before vacating the leased premises, Tenant may notify Landlord and make an appointment for inspection of the premises. Tenant may be present with Landlord during the inspection at which time Landlord will make an inspection report to determine any damages that are Tenant's responsibility. Tenant shall pay for the repairs that are deemed Tenant's responsibility before vacating the premises. Landlord reserves the right for a final inspection after tenant vacates property.

Tenant will thoroughly clean the leased premises and restore it to its original

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condition normal wear and tear excepted, or pay Landlord the cost of doing so. Any alterations made by Tenant without prior written approval of Landlord shall be removed at the expense of Tenant, if Landlord requires it. Any alterations made by Tenant with prior approval of Landlord will remain part of the premises. Tenant agrees to pay for all cleaning necessary (including carpets) to restore the premises to satisfactory condition for a new tenant. It is agreed that these charges are to be deducted from Tenant's security deposit prior to its return.

Tenant shall lock all doors and windows. Tenant shall have utilities taken out of Tenant's name and arrange to pay the final utility bills.

Tenant will personally notify Landlord of the date Tenant vacates the leased premises, and will provide Landlord with a forwarding address and telephone number of Contact Person.

Upon vacating the leased premises and terminating this Lease, Tenant shall remove all personal property. Any property not removed by the end of the Lease term will be considered abandoned and unwanted. Landlord may remove and store such property if Tenant fails to remove such property at the expense of Tenant. Landlord shall not be liable to Tenant for any loss or damage to such property.

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 Tenant's 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; however, in the event the premises are rendered uninhabitable during the lease term by fire, other destruction or condemnation due to the fault of tenant or its invitees, landlord shall not be obligated to refund any rents or deposits previously paid. Rents and deposits previously paid will be refunded, pro-rated to the time the premises became uninhabitable, less any deductions permitted under this Lease. Tenant must notify Landlord immediately in the event of fire or other casualty. Tenant shall have no claim or interest in any compensation or award of damages for such occurrences. Tenants must notify Landlord if the fire department is called to the unit due to fire or any other reason. Penalties will apply for failure to disclose this information to the Landlord.

17. **LANDLORD'S RIGHT TO ENTER:** Tenant will permit Landlord, its agents, employees and designated individuals to enter upon the premises at all reasonable times, and always after twenty-four (24) hours notice for inspection, repair or improvement. Landlord reserves the right to enter the premises if Tenant has temporarily vacated the premises, such as for Christmas Break, 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. A service call placed by Tenant automatically provides Landlord and his agents permission to enter premises.

18. **SUBLETS AND ASSIGNS:** Tenant 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. Tenant agrees that the maximum number of people occupying the premises shall be _____. Tenant also agrees that no guests shall live in the premises without Landlord's written approval. If Landlord agrees to sublease, there is an automatic charge to the Tenant of \$250. There is a \$100 charge per occurrence for any additions or changes to Tenant names.

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19. **TENANT'S RIGHT TO QUIET ENJOYMENT:** Tenant shall have peaceful and quiet enjoyment of the premises during the Lease Term, provided that Tenant complies with the Lease.
20. **JOINT AND SEVERAL LIABILITY:** This Lease is between Landlord and each signatory, both jointly and severally. Each person who has signed this Lease as a Tenant is jointly and severally liable for the full amount of the rent and other obligations under this Lease.
21. **TENANT'S SUCCESSORS:** This Lease shall be binding upon Tenant's heirs, legal representatives, successors, and assigns.
22. **AMENDMENTS TO THIS LEASE:** This Lease is the entire agreement between Landlord and Tenant, there being no oral condition, representations, warranties, or agreements. Any subsequent modifications of this Lease shall not be valid unless in writing and signed by Landlord.
23. **SEVERABILITY OF LEASE PROVISIONS:** Landlord and Tenant agree that each provision of this Lease shall be deemed severable and, if for any reason any provision is invalid, unenforceable or contrary to law, the applicability or validity of any other provisions of this Lease shall not be affected.
24. **HEADINGS:** The headings in this Lease are for the convenience and reference only, and in no way change or explain the interpretation or meaning of the provisions in this Lease.
25. **GOVERNING RULE AND LAW:** This Lease shall be governed and construed under the laws of Ohio.
26. **ATTORNEY FEES:** In the event that Landlord or Tenant incur legal fees pursuant to enforcement of this Lease, upon demand the party that does not prevail in a judicial determination shall pay the prevailing party reasonable legal fees as set by the prevailing party, but in no event shall the amount be greater than five hundred dollars (\$500.00) unless approved by the court.
27. **LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to your children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

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**EXHIBIT "A" TO LEASE AGREEMENT
RULES AND REGULATIONS**

These, Rules and Regulations are a binding part of this Lease, and may be amended, as stated in Section 12 of this Lease.

(1) **FIRE SAFETY:** Tenant shall be responsible for maintenance and replacement of any smoke alarm batteries and any fire extinguisher in the lease premises which is discharged or loses pressure during the Lease Term. Tenant agrees that smoke detector, carbon monoxide detector and fire extinguisher are in good working order at the start of the lease. Tenants must notify landlord if the fire department is called to the unit due to fire or any other reason. Penalties will apply for failure to disclose this information to the landlord.

(2) **HEALTH AND SAFETY:** Tenant shall comply with all applicable state, county and local housing, health and safety codes. Tenant shall keep the leased unit safe and sanitary and shall do no act that would cancel, violate, or increase the fire insurance policy or premium on the leased premises. Tenant shall use and/or operate all electrical and plumbing fixtures properly, and keep all plumbing fixtures in the leased premises in a clean condition.

(3) **LOCKOUTS AND KEYS:** If Tenant is locked out of Tenant's premises, or for whatever reason needs Landlord's assistance to gain access to the leased premises, Tenant shall be charged a fee of twenty dollars (\$20.00). Tenant shall also pay replacement cost of any lost mailbox or premises keys. Tenant shall receive only one (1) mailbox key. Tenant shall not place any additional locks on any door.

(4) **THERMOSTAT SETTING:** During the winter months and during vacation breaks, under no circumstances shall the heat in the leased premises be turned off, and under no circumstances shall the leased premises' thermostat be set lower than sixty degrees (60) Fahrenheit. Any damage to the pipes or any other damage that occurs because of disregard of this clause shall be Tenant's responsibility. Personal electric heaters are NOT permitted.

(5) **COMMON AREAS:** The sidewalks, entry passages, halls, public corridors and stairways shall not be obstructed by Tenant or used by Tenant for any other purpose other than ingress and egress.

(6) **NOISE AND DISTURBANCES:** No Tenant or Tenant's guest shall create excessive noise or disturbance at any time. Loud radio, television, or stereo will not be tolerated, and special care should be taken to prevent all loud noise levels before 8:00 a.m. or after 10:00 p.m. Tenants must notify landlord if the police department is called to the unit for any reason. Penalties will apply for failure to disclose this information to the landlord.

(7) **ALTERATIONS TO PREMISES:** Tenant will make no alterations or additions to the leased premises without prior written consent of Landlord.

(8) **TAMPERING WITH UTILITIES:** Tenants shall not make or permit the making of any changes or alterations to, or interference with, the mechanical, electrical, sanitary or other service systems of the premises, including, but not limited to, wiring and electrical facilities and other utility installations in or servicing the premises. Any installation, change, alteration or interference with the mechanical, electrical, sanitary or other services of the premises shall constitute a default of the Lease and

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can lead to Tenant's eviction. Tenant agrees to indemnify and hold Owner harmless from and against any and all claims, losses, damages, costs, expenses, fines, and demands asserted against Owner due to Tenants' change or alteration to, or interference with, the mechanical electrical, sanitary or other service systems.

(9) **WATERBEDS:** No waterbeds are allowed in the leased premises.

(10) **PETS:** No animals shall be kept on the leased premises at any time. In the event the Tenant enters into this agreement and takes possession of the premises and later keeps an animal on the premises at any time (and for any length of time, including animal-sitting) during the Lease Term, Tenant shall pay Landlord or his agent six hundred dollars (\$600.00) due immediately for each animal violation, plus fifty dollars (\$50.00) per day until the animal is removed. Any Tenant violations of this Lease will be subject to charges, damages, and eviction.

(11) **APPLIANCES:** Tenant shall maintain in good working order and condition any range, refrigerator, range hood, garbage disposal, or other appliances supplied by Landlord under this Lease. Tenant shall also forbid any other person who is in the leased premises with Tenant's permission from intentionally or negligently destroying, misusing, damaging or removing any fixtures, appliances, or other part of the premises.

(12) **FURNITURE:** No upholstered furniture of any kind may be placed outdoors of the leased premises, including on the patios, porches, and balconies. No furniture of any kind may be left for any extended period of time outdoors, including patios, porches, and balconies.

(13) **TRASH:** All garbage/refuse shall be properly contained and disposed of. Purchase and maintaining of garbage cans is the responsibility of the Tenant.

(14) **VISITORS:** Tenant is responsible for any and all damages caused by Tenant's visitors. Tenant and Tenant's guests will conduct themselves in a mannerly fashion and be respectful to their neighbors; failure to do so could result in eviction.

(15) **PARENT'S GUARANTEE STUDENT:** It is required that this Lease be accompanied by a Parent's Guarantee Form from each signatory. This Guarantee Form is available from the Landlord. Failure to obtain a Parent's Guarantee Form will in no way modify this Lease except that, at the Landlord's option, Landlord may terminate this Lease Agreement and said security deposit will be forfeited.

(16) **FIREPLACES:** Fireplaces are not to be used at any time for any reason.

(17) **STORAGE:** Absolutely nothing is to be stored in an area or room where there is a furnace, water heater, or sump pump.

(18) **ROOF:** No Tenant, guest, other persons, animals or plants are allowed on the roof area of the building at any time. Violation will result in automatic forfeiture of damage deposit.

(19) **PARKING:** No vehicles may be parked at any time on lawns or sidewalks. Parking is permitted only in assigned parking space. A One hundred dollar (\$100.00) fine will be levied for parking anywhere other than assigned space.

(20) **ILLEGAL DRUGS:** Tenants agree not to use or harbor any illegal drugs on the premises. Tenants agree not to serve alcohol to any underage or intoxicated persons. Tenants agree to abide by all government laws.

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(21) **MOVE-IN AND MOVE-OUT RESPONSIBILITIES OF TENANT:**

MOVE-IN:

- A. All rents must be paid by the due date and before anyone is allowed into premises.
- B. All utilities are to be turned on by Tenants at least three (3) days prior to moving in. This is necessary to allow the manager to have the premises cleaned.
 - Electric Duke Energy: 800-544-6900*
 - Gas Glenwood Energy: 513-523-2555*
 - Water City of Oxford: 513-524-5221*
- C. The Tenant Contact Person is to advise the Manager of the date and time the first Tenant will be moving into the premises. The Manager will let the first person into the premises and leave keys for all other Tenants on the kitchen counter.
- D. Tenants are to complete a check-in report and forward to the Manager within two (2) days of moving in.
- E. Tenants to advise manager of phone number.
- F. Landlord strongly encourages tenant(s) to obtain renter's insurance.

MOVE-OUT

- A. Tenants to contact all utilities to shut-off service. Have final readings made and pay final bill.
- B. All keys to be left on kitchen counter.
- C. Landlord will send deposit refund check, less floor and carpet cleaning and any other cleaning required as well as any damage not reported at check-in, to Contact Person thirty (30) days after vacating premises. Contact person will be responsible for distributing deposit refunds to all other Tenants as appropriate. Contact Person must provide forwarding address and phone number to Landlord.

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.

TENANT SIGNATURE

DATE SIGNED

PRINT NAME

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Accepted by Landlord or Agent (Manager)

Date Signed

Telephone Number

Renter's Initials: _____

Date: _____